

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
October 30, 2019, 2:00 p.m.
800 Hope Place, Las Vegas, Nevada
UMC Trauma Building, Meridian Suite (5th Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, October 30, 2019, commencing at 2:00 p.m. at the location listed above to consider the following:

This meeting has been properly noticed and posted in the following locations:

University Medical Center 1800 W. Charleston Blvd. Las Vegas, NV (Principal Office)	CC Government Center 500 S. Grand Central Pkwy. Las Vegas, NV	Third Street Building 309 S. Third St. Las Vegas, NV	Regional Justice Center 200 Lewis Ave., 1 st Flr. Las Vegas, NV
City of Las Vegas 400 Stewart Ave. Las Vegas, NV	City of Henderson 240 Water St. Henderson, NV		

- The main agenda is available on University Medical Center of Southern Nevada's website <http://www.umcsn.com>. For copies of agenda items and supporting back-up materials, please contact Terra Lovelin, Agenda Coordinator, at (702) 765-7949. The Governing Board may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Governing Board may remove an item from the agenda or delay discussion relating to an item at any time.
- Consent Agenda - All matters in this sub-category are considered by the Governing Board to be routine and may be acted upon in one motion. Most agenda items are phrased for a positive action. However, the Governing Board may take other actions such as hold, table, amend, etc.
- Consent Agenda items are routine and can be taken in one motion unless a Governing Board member requests that an item be taken separately. For all items left on the Consent Agenda, the action taken will be staff's recommendation as indicated on the item.
- Items taken separately from the Consent Agenda by Governing Board members at the meeting will be heard in order. in order.

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

1. Public Comment

PUBLIC COMMENT. This is a period devoted to comments by the general public about items on *this* agenda. If you wish to speak to the Board about items within its jurisdiction but not appearing on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name and address and please *spell* your last name for the record. If any member of the Board wishes to extend the length of a presentation, this will be done by the Chair or the Board by majority vote.

2. Approval of minutes of the regular meeting of the UMC Governing Board on September 25, 2019. *(Available at University Medical Center, Administrative Office) (For possible action)*
3. Approval of Agenda. *(For possible action)*

SECTION 2: CONSENT ITEMS:

4. Approve the UMC Policy and Procedures Committee's activities for the period of August to September 2019 and the UMC Quality and Patient Safety Committee's annual evaluation of the UMC patient care and service contracts, as measured against established performance standards; and take any action deemed appropriate. *(For possible action)*
5. Approve RFP No. 2019-08 Out-of-State Medicaid Billing and Collections to FIRM Revenue Cycle Management Services, Inc.; approve the RFP No. 2019-08 Service Agreement; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*
6. Approve Amendment Two to Agreement for Physician Professional Services with Quality Care Consultants, LLC for utilization, case management and resource management services; and take action as deemed appropriate. *(For possible action)*
7. Approve the ratification of the First Amendment to Facility Participation Agreement with United Healthcare Insurance Company; and take action as deemed appropriate. *(For possible action)*
8. Approve the Amendment One to Agreement for Exterior Signage Products with INNERFACE Architectural Signage, Inc.; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; and take action as deemed appropriate. *(For possible action)*
9. Approve the award of Bid No. 2019-10, Trauma ICU Renovation Project, to CMMCM LLC dba Müller Construction, the lowest responsive and responsible bidder; and take action as deemed appropriate. *(For possible action)*
10. Approve the Grant Fund Agreement with the State of Nevada Office of the Attorney General; and take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

11. Receive education on Diversity and Workplace Violence, from Anna Caputo, Manager, Equal Opportunity Program; and take any action deemed appropriate. *(For possible action)*
12. Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. *(For possible action)*
13. Receive a report from the Governing Board Strategic Planning Committee and take any action deemed appropriate. *(For possible action)*

14. Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*
15. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*
16. Approve the final set of performance objectives for the CEO as recommended by the Human Resources and Executive Compensation Committee, for Fiscal Year 2020; and take any action deemed appropriate. *(For possible action)*
17. Receive the monthly financial report for September FY20; and take any action deemed appropriate. *(For possible action)*
18. Receive an update on the University of Nevada Las Vegas School of Medicine; and take any action deemed appropriate. *(For possible action)*
19. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

20. Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. *(For possible action)*

COMMENTS BY THE GENERAL PUBLIC

A period devoted to comments by the general public about matters relevant to the Board's jurisdiction will be held. No action may be taken on a matter not listed on the posted agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name and address and please **spell** your last name for the record.

All comments by speakers should be relevant to the Board's action and jurisdiction.

UMCSN ADMINISTRATION KEEPS THE OFFICIAL RECORD OF ALL PROCEEDINGS OF UMCSN GOVERNING BOARD. IN ORDER TO MAINTAIN A COMPLETE AND ACCURATE RECORD OF ALL PROCEEDINGS, ANY PHOTOGRAPH, MAP, CHART, OR ANY OTHER DOCUMENT USED IN ANY PRESENTATION TO THE BOARD SHOULD BE SUBMITTED TO UMCSN ADMINISTRATION. IF MATERIALS ARE TO BE DISTRIBUTED TO THE BOARD, PLEASE PROVIDE SUFFICIENT COPIES FOR DISTRIBUTION TO UMCSN ADMINISTRATION.

THE BOARD MEETING ROOM IS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. WITH TWENTY-FOUR (24) HOUR ADVANCE REQUEST, A SIGN LANGUAGE INTERPRETER MAY BE MADE AVAILABLE (PHONE: 765-7949).

**University Medical Center of Southern Nevada
Governing Board
September 25, 2019**

UMC Emerald Room
901 Rancho Lane, Suite 180
Las Vegas, Clark County, Nevada
Wednesday, September 25, 2019
2:00 p.m.

The University Medical Center Governing Board met in regular session, at the location and date above, at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:05 p.m. by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

Present:

John O'Reilly, Chair
Donald Mackay, M.D., Vice-Chair (via phone)
Robyn Caspersen
Harry Hagerty
Laura Lopez-Hobbs
Christian Haase
Mary Lynn Palenik
Renee Franklin

Absent:

Jeff Ellis, Excused

Ex-Officio Members:

Present:

Barbara Fraser, Ex-Officio
Dr. John Fildes, Interim Dean

Absent:

Others Present:

Mason VanHouweling, Chief Executive Officer
Susan Pitz, General Counsel
Terra Lovelin, Board Secretary

SECTION 1. OPENING CEREMONIES

PLEDGE OF ALLEGIANCE

ITEM NO. 1 PUBLIC COMMENT

Chair O'Reilly asked if there were any persons present in the audience wishing to be heard on any item on this agenda.

Speakers: None

ITEM NO. 2 Approval of minutes of the regular meeting of the Governing Board on August 28, 2019. *(Available at University Medical Center, Administrative Office) (For possible action)*

FINAL ACTION: A motion was made by Member Hagerty that the minutes be approved as recommended. Motion carried by unanimous vote.

ITEM NO. 3 Approval of Agenda *(For possible action)*

FINAL ACTION: A motion was made by Member Franklin that the agenda be approved as recommended. Motion carried by unanimous vote.

SECTION 2. CONSENT ITEMS

A motion was made by Member Franklin to approve the items on the Consent agenda listed below as recommended. Motion carried by unanimous vote.

ITEM NO. 4 Approve the Master Services Agreement and Project Service Addendums between EDCO Health Information Systems, Inc. and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Master Services Agreement
- BAA
- EDCO Addendums 4492, 4482, 4489
- DOO

- ITEM NO. 5** Approve the Master Agreement and Service Orders between Bottomline Technologies Inc., and University Medical Center of Southern Nevada; authorize the CEO to sign future extensions or orders within his delegation; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Bottomline BAA
- Bottomline Master License Agreement
- Bottomline Pre-Capture Quote
- Bottomline PS Quote
- Bottomline Patient Authentication
- Bottom Line Logical Ink
- Bottomline DOO
- CDWG IT Sourcing Letter
- CDWG Quotes 1, 2, 3, 4
- CDWG DOO

- ITEM NO. 6** Approve the Fifth Amendment to the Master Services Agreement and Services Agreement for Perfusion and Related Services with SpecialtyCare, Inc.; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Fifth Amendment
- DOO

- ITEM NO. 7** Approve and recommend for approval by the Board of Hospital Trustees the amendments to the UMC Medical and Dental Staff Bylaws and Rules & Regulations, as approved by the UMC Medical Executive Committee on August 27, 2019; and direct staff accordingly. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Medical Staff Bylaws Proposed Amendments

SECTION 3: BUSINESS ITEMS

- ITEM NO. 8** Receive a refresher education from Shaunda Phillips, UMC Risk Manager on patient complaints and grievance handling process; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Presentation – Complaints and Grievance Process

DISCUSSION: Ms. Phillips provided the Board with an overview of the grievance and complaint processes.

We are required to have a complaint and grievance process because we participate with Medicare and Medicaid.

A complaint or grievance starts out as an issue of dissatisfaction.

A complaint is an issue of dissatisfaction that is expressed by a patient while in house. The nursing staff at the bedside are the ones who primarily handle these cases.

A grievance is an issue of dissatisfaction received after a patient has been discharged. We have to send them written acknowledgement within seven days of receipt. An investigation is then done and a written response is provided to them. All responses are tracked in a database.

Billing issues do not rise to the issue of a grievance required to follow this process.

We utilize a single tracking system that individuals have access to and these are reported on a quarterly basis to the patient safety committee.

ITEM NO. 9 Receive an educational presentation on the findings and results of UMC's Research Day and the importance of nursing research to the magnet journey; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Presentation – Evolution of Nurse-Driven Research at UMC
- 2019 Category Winners

DISCUSSION: Deb Fox, Chief Nursing Officer presented an overview of clinical research.

Clinical research is the study of health and illness in people. It is the way we learn how to prevent, diagnose and treat illness.

There are two types of research, qualitative and quantitative.

Research is important to improve health, wellbeing, and quality of life as well as extend unique knowledge and its application of recognized professions.

Because we use human subjects in our research we have protected elements of human subject research. At UMC we have an institutional review board that protects our human subjects as well as CITI training (Collaborative Institutional Training Initiative).

The UMC nursing model was shown and centers around UMC Nursing Research.

If a nurse wants to participate in a clinical trial, it can start at UMC IRB, then go to our council and go on from there. If another discipline wants to conduct research,

then it begins at our Research Council then it goes through Ron Roemer and the IRB.

Specific research activities:

Research council work

Annual Research Day

National Poster and Podium Presentations

Publication

UNLV SON Partnership Activities

Annual Nursing Research Day

53 posters in year one and 75 in year two

Expanded to all disciplines

Juried poster competition

Jointly sponsored by UMC Nursing and UNLV SON

Categories of poster submission include:

-Clinical Research

-Completed Clinical Project

-Proposed Clinical Project

-Knowledge Enhancement

Ms. Fox recognized those clinicians who won in various categories.

Michael Collins, charge nurse on 1400 introduced some of his co-workers on the Unit Based Council and his poster.

Jennifer Millet, Director of Med Surge introduced her team and their poster related to pressure injury prevention and management.

Dina Bailey, Pediatric Trauma Coordinator presented her second place poster titled, Shaken Baby Syndrome Discharge Education: A Child Abuse Prevention Program".

Cathy Hammel presented her and Deb Fox's Shared Governance Hybrid Model.

Chair O'Reilly requested that the last two posters be sent to the board so they could take a further look at them.

FINAL ACTION: None taken

ITEM NO.10 Recognize TeamUMC for a successful "Those Happy Days Car Show" and receive a donation in the amount of \$5,000.00 from the event for Children's

Hospital of Nevada at UMC; and take any action deemed appropriate. (*For possible action*)

DOCUMENT(S) SUBMITTED:

- None submitted

DISCUSSION: Chris Jones, Director of Radiology and also the Chair of Team UMC presented a check to Dr. Vohra and the Children's Hospital in the amount of \$5,000 from the proceeds of the, "Those Happy Days Car Show".

Mr. Jones thanked the entire Team UMC as it is very much a group effort to undertake this every year.

FINAL ACTION: None taken
Items 11 and 12 will be taken together

ITEM NO. 11 Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. (*For possible action*)

ITEM NO. 12 Approve the recommendation of the Human Resources and Executive Compensation Committee's review of CEO performance and recommend merit salary adjustment and performance bonus for fiscal 2019; and take any action deemed appropriate. (*For possible action*)

DOCUMENT(S) SUBMITTED:

- None submitted

DISCUSSION: Member Lopez-Hobbs gave a brief report from the last HR committee meeting on September 12, 2019.

The committee recommended a merit increase of 10% and a bonus of 98% based on the input and recommendations from the other committees.

Mr. VanHouweling thanked his leadership team and the HR committee for their evaluation.

FINAL ACTION: A motion was made by Member Franklin to approve as recommended. Motion carried by unanimous vote.

ITEM NO. 13 Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- None submitted

DISCUSSION: Member Palenik provided a report from September 18, meeting since she was acting chair.

There was no public comment and the minutes and agenda were approved.

The committee received a presentation from representatives of Silver State on the Accountable Care Organization. The August FY20 financials were reviewed and a robust discussion ensued regarding the four CEO FY20 goals. Two emerging issues were mentioned including a response to a possible shooter at the hospital. Also, the triad of continuum of care was brought up and a good discussion ensued.

ITEM NO. 14 Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- None submitted

DISCUSSION: Chair Hagerty mentioned that they held a brief telephone meeting on September 19, 2019 to approve the CEO FY20 goals. The committee agreed on five goals and those goals were forward to the HR committee

Minutes from the August meeting were also approved.

FINAL ACTION: None taken

ITEM NO. 15 Receive a report from the Governing Board Clinical Quality Committee; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- None submitted

DISCUSSION: Dr. Mackay provided a summary from the September 23, 2019 meeting.

The committee met briefly by phone and approved the August minutes as well as the amended medical and dental bylaws, which are also on the consent agenda today for approval by this board and the BCC.

The committee also discussed and finalized the CEO FY20 performance objectives and goals and forwarded them to the HR Committee.

FINAL ACTION: None taken

ITEM NO. 16 Receive the monthly financial reports for August FY20; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- FY20 August Financials

DISCUSSION: Jennifer Wakem provided a summary of the financial statements for August FY20.

Total admissions fell a bit below budget by 6.64%

Inpatient surgeries were below budget by 10% (this number is picking up)

Out-patient surgeries were above budget by 5.34%

ER visits were up 10%

Quick cares were up 5% (Centennial continues to do very well, followed by Nellis, and Enterprise)

Primary Care visits were down 15%

Revenue is up 5.6% (commercial was up 18% on the outpatient side)

Operating expenses were unfavorable to budget

Salaries, wages, and benefits were \$1.1 million unfavorable to budget

Chair O'Reilly asked how much the labor variance is attributable to the positive revenue variance.

Ms. Wakem replied that a lot of it is; if revenue increases so does SWB.

Total other Expenses were unfavorable by 1.23%

FINAL ACTION: None

ITEM NO. 17. Receive an update on the University of Nevada Las Vegas School of Medicine; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

None

DISCUSSION: Dr. Fildes provided a few updates to the board.

-3 classes in attendance currently

-60 positions available for the next incoming class with over 1,600 applications submitted

-Graduates are doing well and are being placed in jobs in Nevada

Dr. Fildes mentioned a complex issue regarding how residency salaries are generated. In 1996 the Federal Government decided how many positions they would pay for in Nevada and they have not changed it since. The residents and fellows above that number are supported by clinical revenue.

- Medical District bond approved by the Board of Regents
- Discussions regarding co-branding are ongoing

Member Caspersen asked Dr. Files what challenges or surprises he has found in his new role.

Dr. Fildes replied that he was impressed with how fast the new medical building project was moving along and the cooperation he sees at every level. He did not anticipate however, how hard it is to manage the school's budget due to the unexpected changes on the revenue side and the introduction of budgeted and non-budgeted expenses.

ITEM NO. 18 Receive an update from the Hospital CEO; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- None Submitted

DISCUSSION: Mr. VanHouweling provided the following updates.

- Successful EPIC Upgrade
- Flu shots are underway
- Supplemental payment cuts discussed
- Joint Commission visit in March
- Activity brochure created by Danny and his team
- American College of Surgeons Trauma Survey October 15-16
- LED parking lot light upgrade complete for increased safety
- Enterprise clinic refresh underway
- UMC's Wellness Fair (86 car seats installed) put on by Healthy Living Institute
- October 1, Blood Drive at Delta Point

Chair O'Reilly asked for an update with the usage of Epic by physicians.

Dr. Lippmann commented that the number of physicians with deficiencies is very small and those that do not complete their charts are put on suspensions. He estimates that UMC is close to 99% of physicians using Epic to complete their charts.

SECTION 4: EMERGING ISSUES

ITEM NO. 19 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. *(For possible action)*

None

COMMENTS BY THE GENERAL PUBLIC:

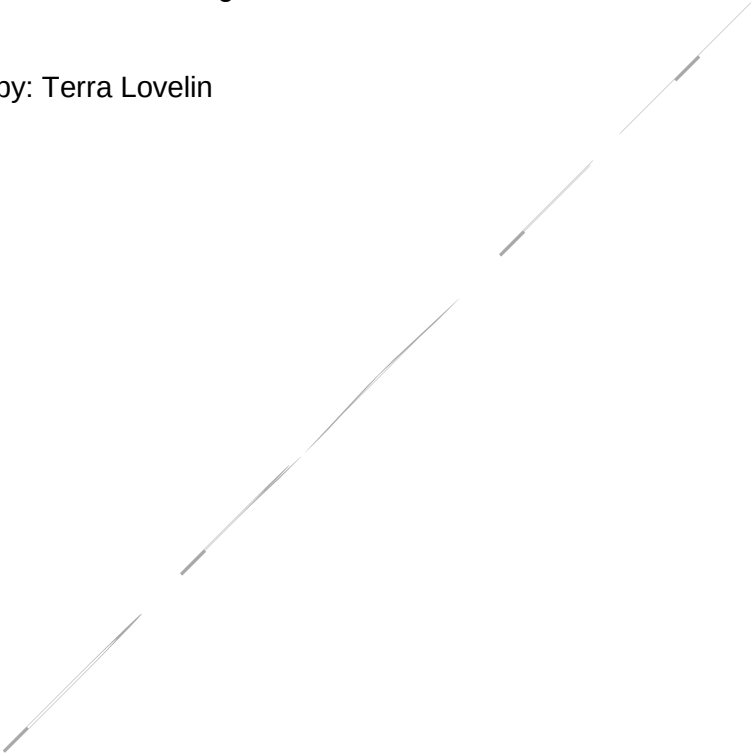
Dave Baldwin with UMC Engineering thanked the Board for giving Mr. VanHouweling an increase. He also added that the engineering team is ready to assist in any way for the JACHO inspection.

Mr. Baldwin also thanked the Governing Board for taking the time to sit on the board and for all their support and hard work.

There being no further business to come before the Board at this time, at the hour of 3:45 p.m. Chair O'Reilly adjourned the meeting.

Minutes Prepared by: Terra Lovelin

APPROVED:



**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Approve the UMC Policy and Procedures Committee's Activities.	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the UMC Policy and Procedures Committee's activities for the period of August to September 2019 and the UMC Quality and Patient Safety Committee's annual evaluation of the UMC patient care and service contracts, as measured against established performance standards. <i>(For possible action)</i>	

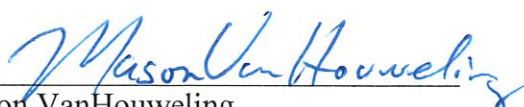
FISCAL IMPACT:

None

BACKGROUND:

Respectfully submitted,

Cleared for Agenda
October 30, 2019


Mason VanHouweling
Chief Executive Officer

Agenda Item #

4



INTEROFFICE MEMO

To: Quality and Patient Safety Committee
From: Stephanie Wright, Regulatory Compliance Manager/
Hospital Policy and Procedure Committee
Subject: July 31st Policy Revisions /Additions /Deletions
Date: August 8th, 2019

As part of our regular policy review, the attached policies have been reviewed and updated by necessary hospital leaders/experts in order to reflect current regulatory rules and industry standards. A summary of the changes to each policy is included below.

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
<u>Medical Staff Code of Conduct and the Validation of Behavioral Rule Indicator</u>	Retire/Archive	Hospitalwide/ Administration/ Medical Staff	Replaced with Practitioner Health & Wellness Policy
<u>Admission of Internal Medicine Patients from the Emergency Department</u>	Retire/Archive	Clinical/ Emergency Services	Information redundant in Medical Staff Bylaws
<u>Neonatal Cohort NICU</u>	Retire/Archive	Clinical/ NICU	Redundant/Duplication in another policy
<u>NJ Tube Feedings - NICU</u>	Retire/Archive	Clinical/NICU	Redundant/Duplication in another policy
<u>MRI Pregnant Patients, Breastfeeding and Gadolinium Contrast V2</u>	Retire/Archive	Clinical/Radiology	Combined into Magnetic Resonance Imaging Safety
<u>MRI Access V2 RAD-015</u>	Retire/Archive	Clinical/Radiology	Combined into Magnetic Resonance Imaging Safety
<u>MRI Pre-Screening Form V2 RAD-017</u>	Retire/Archive	Clinical/Radiology	Combined into Magnetic Resonance Imaging Safety

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
<u>Access to Non MRI Personnel V2 RAD-025</u>	Retire/Archive	Clinical/Radiology	Combined into Magnetic Resonance Imaging Safety
<u>MRI Fire/Emergency Response V2 RAD-31</u>	Retire/Archive	Clinical/Radiology	Combined into Magnetic Resonance Imaging Safety
<u>Door Code Access to the MRI Suite V2 RAD-034</u>	Retire/Archive	Clinical/Radiology	Combined into Magnetic Resonance Imaging Safety
<u>Magnetic Resonance Imaging Safety</u>	New	Clinical/Radiology	New policy consolidating 6 policies to provide MRI safety rules for employees and patients to prevent and eliminate potentially dangerous events. Added 3T magnet verbiage.
<u>Pregnant Trauma Patients & Algorithm</u> <u>Algorithm</u>	Revision	Clinical/Trauma	Modified verbiage, outlines the criteria for pregnant trauma patients and what actions to take depending on the situation. Added any pregnant patient admitted to the Trauma Service by surgeon or hospitalist will have an official consult.
<u>Neurosurgery Contingency Plan</u>	New	Clinical/Trauma	New policy required by the American College of Surgeons as a level I Trauma center to have a contingency plan (back up) for neurosurgery coverage.
<u>Trauma Overload</u>	Revision	Clinical/Trauma	Modified policy outlines measures to take in the event of Trauma bypass and to avoid closure.
<u>Practitioner Health & Wellness</u>	Revision – Informational approved at MEC 6/2019	Hospitalwide/ Medical Staff	Replaces Medical Staff Code of Conduct and the Validation of Behavioral Rule Indicator. This policy established a process for Medical/Dental staff members to identify, assist, treat and address practitioners who may suffer from a potentially impairing condition(s).
<u>Practitioner Code of Conduct (Medical and Dental Staff Code of Conduct)</u>	Revision – Informational approved at MEC 6/2019	Hospitalwide/ Medical Staff	Replaces Medical Staff Code of Conduct and the Validation of Behavioral Rule Indicator. This policy established a Code of Conduct for practitioners/LIP.

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
<u>Hospital Restraint Death Reporting</u>	Revision	Administration/ Patient Safety	Modified verbiage/added SRC to replace ODA. CMS requirement for patients that die in restraints or within 24hrs of being restrained.
<u>Patient Safety Checklist</u>	Revision	Administration/ Patient Safety	Revised required Nevada Statute. No changes other than verbiage, but not content. Omitted surveillance system for monitoring because it is not required.
<u>Cash Control</u>	Revision	Administration/ Finance	Modified verbiage from Fiscal Service to Finance, semi-annual audits of all imprest funds and petty cash at all hospital and Quick Care locations with such cash and will include a reconciliation of the imprest funds to the general ledger and EPIC end of day closeout reports must be included with the patient receipts in the daily closeout packets sent to the Finance Department for daily deposit review
<u>Imprest Cash Funds</u>	Revision	Administration/ Finance	Modified verbiage from Fiscal Service to Finance, semi-annual audits of imprest funds at all hospital and Quick Care locations with such cash and will include a reconciliation of the imprest funds to the general ledger. Imprest cash funds are funds of a fixed amount in the form of currency and / or coin that have been advanced by the Finance Department. The funds are deposited for the cash payments received through daily reconciliations with the sub ledger to the Finance Department.
<u>Petty Cash Funds</u>	Revision	Administration/ Finance	Modified verbiage from Fiscal Service to Finance. Petty cash funds are funds of a fixed amount used to make small, authorized cash payments at the department level. These funds are reimbursed for the cash payments through

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
			periodic claims to the Finance Department.
<u>Anesthesia Awareness</u>	Revision	Clinical/Surgical Services	Modified to updated reference from TJC.
<u>Surgical Operation Governance Policy</u>	New	Clinical/Surgical Services	New policy for surgeons to meet and form a governance to bring clarity to how the surgical unit functions.
<u>Facilitated Tours Safeguards</u>	New	Hospitalwide/ Privacy	New policy that outlines appropriate steps for ensuring proper operation of the facility and protecting patient privacy when conducting tours of UMC facilities.
<u>Patient Directed and Authorized Disclosures</u>	Revision	Hospitalwide/ Privacy	Modified verbiage, changes regarding "privacy rule. This policy is to fulfill patient directed requests to access, inspect, or copy information in their designated record set without unreasonable delay and within required regulatory timeframes. UMC may fulfill patient authorized disclosure to third parties without unreasonable delay and within required regulatory timeframes.
<u>Disclosures for Law Enforcement</u>	Revision	Hospitalwide/ Privacy	Modified verbiage, removed procedural information and if a patient is transported but then leaves, the patient cannot be considered in custody. This policy is to assure to disclose PHI where required or permitted by law for law enforcement and public safety purposes to entities or persons authorized by law to receive such information or administer a law enforcement function
<u>Disclosures for Health Oversight Activities</u>	Revision	Hospitalwide/ Privacy	Removed procedural information. This policy outline organizational standards for Health oversight activities which includes a health oversight agency for oversight activities authorized by law, including audits; civil, administrative, or criminal

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
			proceedings or actions; or other activities necessary for appropriate oversight without unreasonable delay.
<u>Disclosures for Other Specialized Activities</u>	Revision	Hospitalwide/ Privacy	Removal of department procedures. Update in the Armed Forces section. Specialized activities are disclosures to: Medical Examiners, Organ Donation, Funeral Directors, Armed Forces, Workers Compensation, National Intelligence and Protective Services for the President.
<u>Patient Access to Inspect</u>	Revision	Hospitalwide/ Privacy	Modified patient right to inspect record and UMC will do this without delay
<u>Request for Amendment of Health Information</u>	Revision	Hospitalwide/ Privacy	Modified, patient rights for request to meet language in regulation. Information added about future disclosures.
<u>Disclosure Accounting</u>	Revision	Hospitalwide/ Privacy	Modified verbiage on purpose of disclosure and accounting provided to the patient must be documented within the electronic health record.
<u>Requests for Confidential Communications</u>	Revision	Hospitalwide/ Privacy	Modified caregivers to workforce members. This policy is to ensure that individuals can receive communications regarding their protected health information (PHI) in a means and location that the individual feels is private or safe from unauthorized disclosure.
<u>Requests for Restrictions on Use or Disclosure</u>	Revision	Hospitalwide/ Privacy	Modified to remove durable power of attorney. Clarify that the surrogate decision maker is present when end of life decisions are made.
<u>Personal Representatives</u>	Revision	Hospitalwide/ Privacy	Modified verbiage: should to will, Substitute to Surrogate and Adult or Emancipated Minor without Capacity is changed to reflect current Nevada Statue which is the patient's physician becomes the surrogate decision-maker for the patient unless end-of-life decisions are necessary, then Nevada law

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
			recognizes a surrogate decision-maker (see below).
<u>Organized Health Care Arrangement</u>	Revision	Hospitalwide/ Privacy	Modified verbiage and definition of an Organized Healthcare Arrangement which is: (1) A clinically integrated care setting in which individuals typically receive health care from more than one health care provider; (2) An organized system of health care in which more than one covered entity participates and in which the participating covered entities; a. Hold themselves out to the public as participating in a joint arrangement; and b. Participate in joint activities that include (at least one of) utilization review, quality assessment and improvement, or payment activities.
<u>Oxytocin Administration for Induction and Augmentation of Labor</u>	New	Clinical/Perinatal	A high alert medication administered to mom titrated to fetal response. Policy matches national standards as referenced by ACOG/physician/nursing organizations.
<u>Infant Safe Sleep</u>	Revision	Clinical/Perinatal	Modified to meet the recommendation by the Amer. Academy of Pediatrics (AAP).



MEMORANDUM

TO: Quality and Patient Safety Committee
FROM: Frederick Lippmann, M.D., Chief of Staff
SUBJECT: Medical Executive Committee Actions
DATE: October 2, 2019

A handwritten signature in black ink, appearing to read "F. Lippmann", is written to the right of the "FROM:" line.

At its' meeting of September 24, 2019, the Medical Executive Committee took the following actions:

Accepted the Human Resources Report

Accepted the EOC Report

Accepted the Laboratory Services Report

Accepted the Infection Control /Prevention

-Recommendation was made to remind Physicians and Staff that Hand Hygiene is the best prevention for the spread of infection.

Accepted the IRB Report

Approved Pharmacy & Therapeutics Report

Approved TJC Stroke Action Plan

Accepted the Care Management Dashboard

Accepted the Radiology Dashboard

Accepted the 2019/2020 PI Charter Reports

Approved the Policy & Procedure revisions

CC: Pharmacy



INTEROFFICE MEMO

To: Quality and Patient Safety Committee
From: Stephanie Wright, Regulatory Compliance Manager/
Hospital Policy and Procedure Committee
Subject: August 28th Policy Revisions /Additions /Deletions
Date: September 3rd, 2019

As part of our regular policy review, the attached policies have been reviewed and updated by necessary hospital leaders/experts in order to reflect current regulatory rules and industry standards. A summary of the changes to each policy is included below.

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
<u>Fall Assessment and Prevention</u>	Revision	Hospitalwide/ Clinical	Modified verbiage, outline/process for Ambulatory Care areas and updates to definitions.
<u>RD Auth</u>	Revision/Informational approved at August Quality Council, P&T and MEC	Clinical/ Dietary	Required annual review. No modifications. Purpose of policy is to allow the Registered Dietitian to fully assess, provide quality nutrition care for and monitor the patient. The protocol will allow the RD “modify/clarify diet orders: Ht/Wt and add nutritional supplements to meet nutrition needs,” within the approved standards of CMS and UMC’s approved Standardized Plans for Nutrition Care.
<u>Consignment Inventory and Reconciliation</u>	New	Hospitalwide/Materials Management	Combined Consignment Inventory and Consignment Reconciliation into one policy. provide guidelines for establishing, maintaining, counting & reconciling

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
			Consignment Inventory. Consignment is the preferred method for acquiring high-dollar, high-tech supplies. Consignment stocks will be monitored and managed. Reconciliations reduce unexpected charges.
<u>Trials and Evaluations</u>	New	Hospitalwide/Materials Management	New policy that outlines the process for all product trials and equipment evaluations which must be supported by a purchase order.
<u>Surgical Attire Guideline</u>	Revision	Clinical/Surgical Services	Modified verbiage and including that · Non-employee contractors or non-departmental employees are also required to wear personal protective equipment to cover all head and facial hair, don shoe covers, and should don either freshly laundered surgical attire; single-use attire; or a single-use jumpsuit (e.g., coveralls, bunny suit) designed to completely cover outside apparel if entering an open OR suite.
<u>Processing Loaner Instrumentation/Trays</u>	Revision	Clinical/Sterile Processing	Modified verbiage: To assure the instruments are lean, intact and free of all visible bioburden and complete. In addition, Sales representative(s) must verify all instruments are present prior to sending to SPD/
<u>Patient/Family Education/Instructions V5</u>	Revision	Clinical/Ambulatory Care	Modified to assure patient sign acknowledgement and understanding of instruction form and the signed form is scanned into the electronic health record.
<u>Contracted/Non-Employee Requirements for Allied Health</u>	Revision	Hospitalwide/Human Resource	Modified verbiage and that non-credentialed healthcare providers are required to provide the same documentation and meet all the listed processing requirements of working at UMC.

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
<u>Appointment of EC Standard Memo</u>	Revision – Informational, approved and presented at August Quality Council and MEC Meetings	Hospitalwide/EOC	Annual TJC requirement. This will replace hyperlink in policy, Affirmations and Delineation of Authority-Management of Environment of Care V5.

CONTRACT EVALUATION SUMMARY

Contract ID	Vendor	Contract	Met Performance Standards? Yes / No
544620	Atlantic Anesthesia Consultants (Robert McBeath, M.D.) (now OptumCare)	Agreement for Physician Professional Services for Anesthesia Services	Yes
461608	Brett Brimhall, MD	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	Yes
461674	C. Edward Yee, MD	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	Yes
338893	Smith & Associates, Cardiovascular Anesthesia Consultants, LLP	Agreement for Physician Professional Services for Cardiac Anesthesia services.	Yes
346539	Cardiovascular Surgery of Southern Nevada	RFP No. 2012-02 Cardiovascular & Thoracic Surgery Call Services: Demetrios Mavroidis, MD	Yes
520900	Children's Lung Specialists	Agreement for Physician Medical Directorship of the Pediatric Pulmonology Department: Craig Nakamura, MD	Yes
445523	Children's Urology Specialists	On-call Pediatric Urology Services	Yes
337303	Daniel Orr, D.D.S., M.S., Ph.D. J.D., M.D.	Agreement for Physician Professional Services for Oral and Maxillofacial Surgery	Yes
461639	Darrick Neibaur, DO	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	Yes
401655	Desert Radiologists	Agreement for Physician Medical Directorship of the Radiology Department: Provider	Yes
338177	Desert West Surgery	Agreement for Physician Professional Services for Burn Care on-call services.	Yes
338806	Desert West Surgery	Agreement for Physician Professional Services for General Surgery on-call services.	Yes
338174	Desert West Surgery	Agreement for Physician Professional Services for Advanced Trauma Life Support on-call services.	Yes
361571	Emergency Medicine Physicians of Clark UMC (McCourt), PLLC	RFP No. 2010-29 Agreement for Physician Medical Directorship and Physician Professional Services of the Emergency Department: Dale Carrison, DO	Yes
461722	Emil Stein, MD, FACS	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	Yes
336618	Eugene Libby, D.O.	Agreement for Physician Professional Services for staffing or supervision of the outpatient adult and pediatric orthopedic clinics.	Yes
324849	Eye Clinic of Las Vegas	Physician Professional Agreement: Pediatric Ophthalmology Services (Nelson Lopez D.O.)	Yes
461734	Frank Lee, DO	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	Yes
461721	Gregory Hsu, DO	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	Yes
363372	Jerry Cade, M.D.	Agreement for Medical Directorship of the HIV/AIDS clinic	Yes
337306	Kathrine Keeley, M.D., D.D.S.	Agreement for Physician Professional Services for Oral and Maxillofacial Surgery	Yes
361573	Kidney Specialists of Southern Nevada	RFP No. 2010-18 Agreement for Physician Medical Directorship and Physician Professional Services for Nephrology Services: Marvin Bernstein, MD	Yes
478602	Laboratory Medicine Consultants, LTD d/b/a LMC Pathology Services	RFP No. 2012-10 Pathology Services for Physician Medical Directorship and Physician Professional Services	Yes
325668	Las Vegas Pediatric Critical Care Associates	Agreement for Physician Medical Directorship and Physician Professional Services for Pediatric Critical Care Services: Meena Vohra, MD	Yes
461659	Mark Stradling, DO	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	Yes
422348	Michel Daccache, MD	Agreement for Physician Medical Directorship and Physician Professional Services for Oral and Maxillofacial Surgery	Yes
338175	Nathan Ozobia, M.D.	Agreement for Physician Professional Services for Burn Care on-call services.	Yes
338084	Nathan Ozobia, M.D.	Agreement for Physician Professional Services for General Surgery on-call services.	Yes
338173	Nathan Ozobia, M.D.	Agreement for Physician Professional Services for Advanced Trauma Life Support on-call services.	Yes

CONTRACT EVALUATION SUMMARY

Contract ID	Vendor	Contract	Met Performance Standards? Yes / No
352173	Oral and Maxillofacial Surgery Associates of Nevada	Agreement for Physician Medical Directorship and Physician Professional Services for Oral and Maxillofacial Surgery	Yes
461731	Paul Casey, MD, FACS	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	Yes
480185	Pediatrix Medical Group of Nevada	Newborn Hearing Screen Services	Yes
472833	Pediatrix Medical Group of Nevada	Agreement for Professional Services for Retinopathy of Prematurity Services: Rodney Hollifield, MD	Yes
479539	Quality Care Consultants, LLC	Agreement for Physician Professional Services for Physician Advisor for Case Management Functions: Ikram Khan, MD or Javaid Anwar, MD	Yes
461678	Rajy Rouweyha, MD	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	Yes
438441	Robert McBeath, MD dba Nevada Cancer Specialists	Agreement for Hematology and Medical Oncology services	Yes
447967	S & G Halthore	Professional Services Agreement for Individual Physician On-Call Coverage - Pediatric Neurology	Yes
461733	Sahmon Chinichian, DO	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	Yes
461638	Shoib Myint, DO	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	Yes
339437	Sound Physicians of Nevada II	Agreement for Physician Professional Services: Hospitalist Medical Services	Yes
337305	Steven Saxe, D.M.D.	Agreement for Physician Professional Services for Oral and Maxillofacial Surgery	Yes
461726	Stewart Park, MD, FACS	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	Yes
461052 495870	Stroke and Neurology Specialists	Professional Services Agreement for Group Physician On-Call Coverage - Stroke Neurology	Yes
461651	Surjeet Singh, MD	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	Yes
477762	University of Nevada Las Vegas (UNLV)	General and Pediatric Dentistry Call	Yes
466904	University of Nevada Las Vegas (UNLV)	Professional Services Agreement for Group Physician On-Call Coverage - Advanced Trauma Life Support	Yes
466958	University of Nevada Las Vegas (UNLV)	Professional Services Agreement for Group Physician On-Call Coverage - Burn Care	Yes
466815	University of Nevada Las Vegas (UNLV)	Professional Services Agreement for Group Physician On-Call Coverage - General Surgery	Yes
465255	University of Nevada Las Vegas (UNLV)	Professional Services Agreement for Clinical Services - Internal and Family Medicine	Yes
465257	University of Nevada Las Vegas (UNLV)	Professional Services Agreement for Clinical Services - Pediatrics	Yes
465260	University of Nevada Las Vegas (UNLV)	Professional Services Agreement for Clinical Services - Psychiatry	Yes
465265	University of Nevada Las Vegas (UNLV)	Professional Services Agreement for Clinical Services - Women's Care	Yes
450037	University of Nevada School of Medicine (UNSOM)	Interlocal Agreement for Family Medicine Resident and Fellow Moonlighting at UMC: Elissa Palmer, MD	Yes
477758	University of Nevada School of Medicine (UNSOM)	Agreement for Physician Professional Services for Urgent Care Services: John Varras, MD or Elissa Palmer, MD	Yes
388569	Urology Specialists of Nevada	On-Call Adult Urology Services	Yes
372234	US Anesthesia Partners of Nevada (USAP)	Agreement for Physician Services - Obstetric Anesthesia	Yes
334136	Western Regional Center for Brain & Spine Surgery	Agreement for Physician Professional Services for Neurosurgery/Spine on-call services.	Yes

CONTRACT EVALUATION SUMMARY

Contract ID	Vendor	Contract	Met Performance Standards? Yes / No
395321	A Great Smile Dental (Yaghmai, Behnam DDS)	Provider Agreement	Yes
348733	Christensen Tyler DDS	Provider Agreement	Yes
363372	Cade, L. Jerry, MD	Professional Services Agreement (Clinical Services)	Yes
430710	Community Counseling Center	Provider Agreement	Yes
420992	Ear, Nose & Throat Associates	Provider Agreement	Yes
420808	Desert Radiologists	Provider Agreement	Yes
641028	William Harvey, DO	Provider Agreement	Yes
420812	Jackson Ophthalmology Group, LTD	Provider Agreement	Yes
558123	New Eyes	Provider Agreement	Yes
420997	Orr, Daniel M.D.	Provider Agreement	Yes
420954	Summerlin Dermatology	Provider Agreement	Yes
420810	Dunetz Wayne MD	Provider Agreement	Yes
419422	Lacayo, Enrique M.D.	Provider Agreement	Yes
333065	Farabi Alireza MD PC	Provider Agreement	Yes
571315	UNLV School of Medicine	Provider Agreement	Yes
478514	College of Southern Nevada	Provider Agreement	Yes
504704	Laboratory Corporation of America	Provider Agreement	Yes
494645	Desert West Surgery	Provider Agreement	Yes
557895	Urology Specialists of NV	Provider Agreement	Yes
558106	Meadows Retina	Provider Agreement	Yes
549301	Neuropathy & Pain Center of Las Vegas	Provider Agreement	Yes
558108	Lisoskie, Michelle M.D.	Provider Agreement	Yes
558121	PBS Anesthesia	Provider Agreement	Yes
558025	Advanced Audiology dba Heppler Audiology	Provider Agreement	Yes
561056	Kidney Specialists of Nevada	Provider Agreement	Yes
561239	Nevada Heart & Vascular Center (Resh), LLP	Provider Agreement	Yes
558118	Wairimu, Kathleen MD	Provider Agreement	Yes

CONTRACT EVALUATION SUMMARY

Contract ID	Vendor	Contract	Met Performance Standards? Yes / No
	Morrison Management Speciaists, Inc.	Food & Nutrition Management Services	Yes
RFP 2011-11	Aramark Healthcare Technologies, LLC	Clinical Engineering Services	Yes
324328	Sodexo America, LLC	Environmental & Ground Maintenance Services	Yes
438126	Staheli Laundry Services	Linen Management & Distribution Services	Yes
336976	Hanger Orthotics & Prosthetics	Prosthetic, Orthiotic, and Halo Services	Yes
617538	Nevada Donor Network	Laboratory Services	Yes
611413	Nevada Donor Network	Transplant Services	Yes
325592	CVS	340B Contract Pharmacy Services	Yes
605941	Walgreen's	340B Contract Pharmacy Services	Yes
325595	Avella of Deer Valley	340B Contract Pharmacy Services	Yes
325593	Kroger	340B Contract Pharmacy Services	Yes
325474	FocusOne Solutions, LLC Partnership Agreement	Temporary Clinical Staffing Services	Yes
325637	Vitalent	United Blood Services Hospital Blood Services Agreement	Yes
485104	Fresenius Kidney Care Nevada, LLC	In-Hospital Dialysis Services Agreement, LOA, & Amendment 1	Yes
325061	DaVita, Inc.	Kidney Transplant Affiliation Agreement - Centennial LV	Yes
325172	DaVita, Inc.	Kidney Transplant Affiliation Agreement - Five Star Dialysis	Yes
325199	DaVita, Inc.	Kidney Transplant Affiliation Agreement - Green Desert Dialysis	Yes
325309	DaVita, Inc.	Kidney Transplant Affiliation Agreement - Las Vegas Pediatric Dialysis	Yes
324721	DaVita, Inc.	Kidney Transplant Affiliation Agreement - Siena Dialysis Center	Yes
324735	DaVita, Inc.	Kidney Transplant Affiliation Agreement - Southern Hills Dialysis Center	Yes
324355	DaVita, Inc.	Kidney Transplant Affiliation Agreement - Valley Springs Dialysis	Yes
462237	Compass Group USA	Food Services & Clinical Nutrition Management Services	Yes

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Award RFP No. 2019-08 Out-of-State Medicaid Billing and Collections to FIRM Revenue Cycle Management Services, Inc.	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board award RFP No. 2019-08 Out-of-State Medicaid Billing and Collections to FIRM Revenue Cycle Management Services, Inc.; and authorize the Chief Executive Officer to sign the RFP No. 2019-08 Service Agreement and exercise any extension options. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000853000	Funded Pgm/Grant: N/A
Description: Out-of-State Medicaid Billing and Collection Services	
Bid/RFP/CBE: RFP 2019-08	
Term: 1/1/2020 to 12/31/2022 with two 1-year options	
Amount: NTE \$600,000 per year or potential aggregate is \$3,000,000 for five (5) years	
Out Clause: 30 days w/o cause	

BACKGROUND:

On June 24, 2019, a notice of interest was sent out to nine (9) companies allowing them to express their interest in participating in RFP No. 2019-08 for Out-of-State Medicaid Billing and Collections. The RFP was also published in the Las Vegas Review Journal on June 23, 2019 and posted on the Clark County Website under Current Contracting Opportunities. On July 29, 2019, responses were received from:

FIRM Revenue Cycle Management Services
GetixHealth
MedData
NHI Billing Services

An ad hoc committee (comprised of UMC Patient Accounting Management and a Consultant) reviewed the proposals independently and anonymously. On September 13, 2019, the top two (2) respondents were invited back to conduct oral presentations. The committee recommends the selection of, and contract approval with FIRM Revenue Cycle Management Services (FIRM).

Cleared for Agenda
October 30, 2019

Agenda Item #

For the total not to exceed RFP award of \$600,000 per year, FIRM will provide out-of-state Medicaid billing and collection services to UMC, which includes the process of (1) eligibility review and coverage determination; (2) authorization and notification; (3) billing and follow-up; (4) reimbursement review; and (5) provider enrollment.

The Agreement term is from January 1, 2020 through December 31, 2022 with the option to extend for two (2) one-year periods and provides a 30-day without cause termination clause. UMC will compensate FIRM as follows:

- 7% of all recoveries from assigned accounts 181 days or less of placement.
- 7% of all recoveries from assigned accounts greater than 181 days of placement.
- 19% of all recoveries from assigned accounts that require legal team intervention.

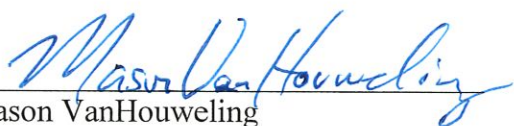
Staff has negotiated the proposed Agreement and fees associated, and found them equitable for the work to be performed. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension options at his discretion if deemed beneficial to UMC.

UMC's Patient Accounting Director has reviewed and recommends award of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

FIRM currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their October 23, 2019 meeting and recommended for award by the Governing Board.

Respectfully submitted,


Mason VanHouweling
Chief Executive Officer

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

SERVICE AGREEMENT

RFP NO. 2019-08

FIRM REVENUE CYCLE MANAGEMENT SERVICES, INC.

NAME OF COMPANY

Nancy Momcilovic, Esq., President & CEO

DESIGNATED CONTACT, NAME AND TITLE
(Please type or print)

5590 South Fort Apache Road
Las Vegas, NV 89148

ADDRESS OF COMPANY
INCLUDING CITY, STATE AND ZIP CODE

(702) 473-8900

(AREA CODE) AND TELEPHONE NUMBER

(702) 666-0347

(AREA CODE) AND FAX NUMBER

nancy@firmrcm.com

EMAIL ADDRESS

SERVICE AGREEMENT

This Agreement (the "Agreement") is made and entered into this 30th day of October 2019 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and FIRM REVENUE CYCLE MANAGEMENT SERVICES, INC. (hereinafter referred to as "COMPANY"), for Out-of-State Medicaid Billing and Collections (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and budget allowance, as further described herein; and

WHEREAS, COMPANY has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Agreement.

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from January 1, 2020 through December 31, 2022 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

HOSPITAL agrees to pay COMPANY for the performance of services described in the Fee Schedule (**Attachment B**) for the not-to-exceed annual amount of **\$600,000**. It is expressly understood that the entire Scope of Work defined in **Attachment A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Terms of Payments

1. Payment of monthly invoices will be made within ninety (90) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
2. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Any expenses not defined in **Attachment A**, Scope of Work, will not be paid without prior written authorization by HOSPITAL.
 - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph B.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph B.1 above.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by

COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.

4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Attachment A, Scope of Work**.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

C. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including

compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of COMPANY to assure that all services of its effort are in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- F. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. COMPANY will abide by HOSPITAL's I-179 Policy, as amended from time to time. Any staff, either prime contractor or subcontractor, who will come onsite for business at the Hospital shall participate in the I-179 Program.
- H. COMPANY will abide by HOSPITAL's I-66 Policy, as amended from time to time. Any staff, either prime contractor or subcontractor, who works at the Hospital everyday shall participate in the I-66 Program.
- I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.

- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Kimberly Hart, Director of Patient Accounting**, telephone number **(702) 383-3762** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Agreement.
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: TERMINATION

A. Termination

1. Termination for Cause

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

- a. Not less than thirty (30) calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination, and an opportunity to remedy or cure the default within thirty (30) calendar days. If, after the thirty (30) day calendar period (or such other time frame as agreed to by the parties) the breaching party does not remedy or cure such default, the non-breaching party may then terminate this Agreement effective immediately thereafter.

2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be

allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
- b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V paragraph F.
- c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
- d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.

4. Transition Period

At HOSPITAL's request for pending accounts, COMPANY may (a) continue to work on pending accounts for up to ninety (90) days after the effective date of such expiration or termination, or for such duration as is necessary for COMPANY to complete the pending accounts, or for an amount of time mutually agreed upon by the parties, if so requested by COMPANY; or (b) return all pending accounts to HOSPITAL according to an agreed upon process; and (c) if applicable, assist HOSPITAL in all reasonable respects with the transition of the services to a third party designated by HOSPITAL.

5. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

SECTION X: INSURANCE

COMPANY shall obtain and maintain the insurance coverage required in **Attachment C** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment C** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

TO HOSPITAL: University Medical Center of Southern Nevada
Attn: Contracts Management
1800 W. Charleston Blvd.
Las Vegas, NV 89102

TO COMPANY: FIRM Revenue Cycle Management Services
Attn: Nancy Momcilovic, Esq., President & CEO
5590 S. Fort Apache Rd.
Las Vegas, NV 89148

SECTION XII: MISCELLANEOUS

A. Amendments

No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

B. Independent Contractor

COMPANY acknowledges that COMPANY and any subcontractors, agents or employees employed by COMPANY shall not, under any circumstances, be considered employees of HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded to employees of HOSPITAL, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. HOSPITAL will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of COMPANY or any of its officers, employees or other agents.

C. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, COMPANY agrees that it will not employ unauthorized aliens in the performance of this Agreement.

D. Public Funds / Non-Discrimination

COMPANY acknowledges that HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of this Agreement, terminate this Agreement, and designate COMPANY as non-responsible.

E. Assignment

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void.

F. Indemnity

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

G. Governing Law / Venue

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

H. Covenant Against Contingent Fees

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

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
 - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

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

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

N. Non-Excluded Healthcare Provider

COMPANY represents and warrants to HOSPITAL that neither it nor any of its affiliates (1) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (2) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should

know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").

O. Public Records

COMPANY acknowledges that HOSPITAL is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement which COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify, defend and hold harmless HOSPITAL from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of COMPANY documents in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

P. Publicity

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

Q. Business Associate Agreement

COMPANY agrees to complete and submit the attached Business Associate Agreement as set for in **Attachment D**.

R. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a UMC facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov , go to "Business License Department"

(http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx)

[Signature page to follow]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: MASON VANHOUELING
Chief Executive Officer

DATE

COMPANY:

FIRM REVENUE CYCLE MANAGEMENT SERVICES, INC.

By: NANCY MOMCILOVIC, ESQ.
President & CEO

10/7/19
DATE

**ATTACHMENT A
OUT-OF-STATE MEDICAID BILLING AND COLLECTIONS
SCOPE OF WORK**

I. COMPANY REQUIREMENTS

- A. Provide two (2) onsite representatives.
i. At least one (1) bilingual representative; preferably two (2).

The onsite representatives will perform clerical duties as directed by Company's supervisor; i.e., print medical records as requested, address correspondence received from payers in a timely manner, review/resolve account balances, address customer service calls related to out-of-state Medicaid claims or assist patients when they come into the office with questions related to their out-of-state Medicaid accounts, etc. The representatives will at all times be considered employees/agents of Company under the control and supervision of Company's supervisor.

- B. Provide one (1) remote supervisor over the onsite representatives.
i. Required monthly visits – costs of travel is incorporated in the contingency fee/no added cost to HOSPITAL.
- C. COMPANY must have experience working with EPIC.
- D. COMPANY will perform the following Out-of-State (OOS) process:
- i. Eligibility Review and Coverage Determination – upon notification or placement of a new OOS Medicaid patient, COMPANY will review the case to determine if valid OOS Medicaid coverage exists. During this process, COMPANY will determine (a) if the patient is eligible, (b) the program type eligibility, (c) benefits available for the OOS service, (d) other primary insurance, and (e) if a managed care organization is involved. If the patient is eligible for OOS Medicaid benefits, COMPANY will review the benefits to determine if the services rendered at the facility will be covered.
 - ii. Authorization and Notification – COMPANY notifies the State/HMO for all inpatient and outpatient services that require notification. COMPANY will work closely with both the registration department and case management to make sure the admissions get certified. COMPANY will follow-up with case management and the State/HMO until a final authorization is issued.
 - iii. Billing and Follow-Up – COMPANY will bill all assigned OOS claims based on the verification information obtained.
 - iv. Reimbursement Review – once a claim is paid, COMPANY will review the payment to make sure that the claim was paid in full according to the State's fee schedule. Each State has a different payment methodology. COMPANY will determine if the claim is paid correctly. If a claim is determined to be underpaid, COMPANY appeals for additional reimbursement.
 - v. Appeals, Appeals Process, and Hearings – if a claim is denied or underpaid, COMPANY will pursue the appeal process if it is available. The appeals process includes, but is not limited to, appealing or responding to an appeal of any decision, determination or order issued from : (1) the State Fair Hearing level; (2) the appropriate court of competent jurisdiction for judicial review of a State Fair Hearing decision, determination or order; and (3) the appropriate court(s) of competent jurisdiction for an appeal of the decision, determination or order of a lower's court's review of the State Fair Hearing decision, determination or order. COMPANY agrees to be solely responsible for all attorney's fees and costs incurred with all aspects of the appeals process, and COMPANY agrees to indemnify, defend and hold harmless HOSPITAL, its employees, officers and agents from any liabilities, damages, losses, claims, actions, suits or proceedings, including, without limitation, reasonable attorneys' fees and costs, regarding the appeals process.
 - vi. Provider Enrollment – COMPANY will be responsible for enrolling HOSPITAL and maintaining its provider enrollment with each State. COMPANY will fill out the applications for provider enrollment and forward them to HOSPITAL for signatures.
 - vii. Physician Non-Cooperation – if a physician is non-cooperative, and COMPANY is unsuccessful in obtaining required information for credentialing/enrollment, a claim will still be submitted.
- E. COMPANY must comply with HOSPITAL's vendor management office (VMO) including, but not limited to the following:
- i. Attend meetings as deemed necessary by the VMO.
 - ii. Provide and update the files outlined in **Attachment F**.
 - a. Inventory file must be submitted via the VMO's SFTP on a weekly basis.
 - b. Invoice Detail file must be submitted via the VMO's SFTP on a monthly basis.
- F. COMPANY must work accounts at minimum based on the following:

- i. HOSPITAL will assign all new Out-of-State Medicaid claim accounts with addresses outside of Nevada to COMPANY. HOSPITAL will be allowed to pull back any and all accounts they deem necessary at any time, most common scenario being the identification of a payer as primary to Medicaid.
- ii. COMPANY will generate applicable claim forms upon receipt of all information necessary to produce a claim and will be responsible for submitting the claim to the Out-of-State Medicaid agency or designated Medicaid Managed Care Plan and will pursue applicable payment from the same.
- iii. COMPANY will complete any enrollment applications and forms on behalf of HOSPITAL that are necessary for the provision of services under this Agreement. If necessary, COMPANY can work with HOSPITAL to complete the required applications and forms.
- iv. COMPANY must escalate concerns surrounding accounts at least thirty (30) days prior to the date of timely filing.
- v. COMPANY must give weekly updates to the VMO and HOSPITAL leadership team surrounding the top ten (10) highest dollar accounts in their inventory.
- vi. COMPANY's Hours of Operation at minimum is between 7:00 AM to 6:00 PM PST, Monday through Friday.
- vii. COMPANY must have at least one (1) bilingual [preferably two (2)] English-Spanish speakers with access to resources for other languages as necessary.
- viii. COMPANY must hold themselves to the standard of HOSPITAL when speaking to patients.

II. PATIENT ACCOUNTING SYSTEM

A. Patient Accounting System: EPIC

- i. Daily note files will be required from COMPANY.
 - a. COMPANY must utilize standard EPIC extracts for referrals, updates, transactions, and any other applicable information that needs to be recorded in EPIC (see **Attachment E** for Standard EPIC file specifications).
- ii. COMPANY must be able to accept an average of 837 transaction files daily.
- iii. HOSPITAL would train a super user in EPIC. COMPANY would be responsible for training their staff after receiving training from HOSPITAL.

III. OTHER

- A. COMPANY will accept HOSPITAL's backlog as needed and determined by HOSPITAL.

**ATTACHMENT B
FEE SCHEDULE**

- HOSPITAL shall pay COMPANY 7% of all recoveries from assigned accounts 181 days or less of placement.
- HOSPITAL shall pay COMPANY 7% of all recoveries from assigned accounts greater than 181 days of placement.
- HOSPITAL shall pay COMPANY 19% of all recoveries from assigned accounts that require legal team intervention i.e., state fair hearings, and clinical or legal appeals.
- Facility/Physician credentialing services are offered at no cost, with the exception of states who impose a credentialing application fee (can range between \$50 to \$500). With HOSPITAL's acceptance, any applicable credentialing application fee will be forwarded to HOSPITAL for reimbursement with no additional mark-up cost from COMPANY.

ATTACHMENT C

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

Format/Time: The COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **10 calendar days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

Best Key Rating: HOSPITAL requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

HOSPITAL Coverage: HOSPITAL, its officers and employees must be expressly covered as additional insured except on workers' compensation and professional liability insurance coverages. The COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.

Endorsement/Cancellation: The COMPANY's general liability insurance policy shall be endorsed to recognize specifically the COMPANY's contractual obligation of additional insured to HOSPITAL. All policies must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.

Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.

Commercial General Liability: Subject to Paragraph 6 of this Exhibit, the COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

Automobile Liability: Subject to Paragraph 6 of this Exhibit, the COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and any auto used for the performance of services under this Contract.

Professional Liability: The COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.

Workers' Compensation: The COMPANY shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

Failure To Maintain Coverage: If the COMPANY fails to maintain any of the insurance coverages required herein, HOSPITAL may withhold payment, order the COMPANY to stop the work, declare the COMPANY in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from the COMPANY or deduct the amount paid from any sums due to the COMPANY under this Contract.

Additional Insurance: The COMPANY is encouraged to purchase any such additional insurance as it deems necessary.

Damages: The COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by the COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.

Cost: The COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

Insurance Submittal Address: All Insurance Certificates requested shall be sent to the University Medical Center of Southern Nevada, Attention: Contracts Management. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

Insurance Form Instructions: The following information must be filled in by the COMPANY's Insurance Company representative:

- 1) Insurance Broker's name, complete address, phone and fax numbers.
- 2) COMPANY's name, complete address, phone and fax numbers.
- 3) Insurance Company's Best Key Rating
- 4) Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) General Aggregate (\$2,000,000)
 - (E) Products-Completed Operations Aggregate (\$2,000,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) Each Occurrence (\$1,000,000)
 - (H) Fire Damage (\$50,000)
 - (I) Medical Expenses (\$5,000)
- 5) Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
- 6) Worker's Compensation
- 7) Description: Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
- 8) Certificate Holder:

University Medical Center of Southern Nevada
c/o Contracts Management
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

THE CERTIFICATE HOLDER, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, MUST BE NAMED AS AN ADDITIONAL INSURED.

Appointed Agent Signature to include license number and issuing state



FIRMREV-01

CLEJEUNE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kaercher Insurance 9555 Hillwood Drive Suite 140 Las Vegas, NV 89134		CONTACT NAME: PHONE (A/C, No, Ext): (702) 304-7800 FAX (A/C, No): (702) 386-7970 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Evanston Insurance Co.	
		INSURER B: AmTrust Insurance Co of Kansas	
		INSURER C: Lloyd's Underwriters	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	X		2AA314544	6/19/2019	6/19/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded Deductible \$ 500
A	☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			2AA314544	6/19/2019	6/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	KWC1162248	3/20/2019	3/20/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof Liability			1119120	7/9/2019	7/9/2020	Per Claim 1,000,000
C	Prof Liability			1119120	7/9/2019	7/9/2020	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
University Medical Center of Southern Nevada, its officers, employees and volunteers are additional insureds with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project. General liability is primary and non-contributory.

CERTIFICATE HOLDER

CANCELLATION

University Medical Center of Southern Nevada c/o Contracts Management 1800 W. Charleston Blvd. Las Vegas, NV 89102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Christina A. Lejeune</i>

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O CONTRACTS MANAGEMENT
1800 W. CHARLESTON BLVD.
LAS VEGAS, NV 89102

ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the 30th of October, 2019, 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 **FIRM Revenue Cycle Management Services, 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;

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 attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.

(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, and
- (iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

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 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.

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

COVERED ENTITY:

By: _____

Mason VanHouweling

Printed Name

Chief Executive Officer

Title

BUSINESS ASSOCIATE:

By: _____

Nancy Momcilovic

Printed Name

President - FIRM Revenue

Title

5590 S. Fort Apache

Address

Las Vegas, NV 89148

City/State/Zip

**ATTACHMENT E
STANDARD EPIC FILE SPECIFICATIONS**

Field	Required or Optional?	Format	Example	Notes
1-Account ID	Required	Numerical	1000789	Compared to Hospital Account ID (I HAR .1).
2-Note Type	Optional	Category Number	1	For account-level notes: Category value from the Hospital Account Note Type (I HNO 542) item. The default value is 1-General. For guarantor-level notes: Category value from the Account Notepad Type (I HNO 540) item.
3-User	Required	Alphanumeric	6188	Must be a valid external Epic user ID from the User Number (I EMP .1) item.
4-Summary (title)	Optional	Alphanumeric	Account Note Addendum for Overdue Accounts from September	If blank, defaults to the first 80 characters from the Text field.
5-Text	Required (see notes)	Alphanumeric	This note indicates that this account is overdue.	This field is required only if you're creating account notes with this file. If you are using this file to exclusively place billing indicators, this field is not required. The placement of a billing indicator also automatically creates a system generated note in Epic based on your hospital billing system definitions (HSD) setting.
6-Expiration Date	Optional	MM/DD/YYYY	01/02/2017	
7-Level	Optional	Category Number	2	Guarantor level notes appear on all HARs for that guarantor and are generally used very sparingly.
8-Priority	Optional	Category Number	1	Use a category number from the Priority (I HNO 545) item.
9-Billing Indicator	Optional	Category Number	104	Use a category number from the Billing Indicator (I HAR 85) item. The system only posts the billing indicator if Level=1.

DEMOGRAPHICS	
Column Name	Value
Free Text	01
Hospital Account ID	
Account Service Area	UMC
Account Location	UMC Parent Location
Patient MRN	
Patient Name (Last, First, Middle)	
SSN (EPT)	
Patient DOB	
Patient Sex (EPT)	
Marital Status	
Patient Preferred Language	
Coding Admission Date	
Admission Time	
Coding Discharge Date	
Discharge Time	
Discharge Location	
ID, PATIENT ADDRESS	
ID, PATIENT ADDRESS	
TPR City (EPT)	
Patient State	
ID, PATIENT ZIP	
Country	
Patient Phone Number	
Patient Phone Number	
Patient E-mail Address	
Emergency Contact 1 - Name	
Next of Kin Relationship	
Emergency Contact 1 Address Line 1	
Emergency Contact 1 Address Line 2	
Emergency Contact 1 City	
Emergency Contact 1 State	
Emergency Contact 1 ZIP Code	
(Retired) Emergency Contact 1 Primary Phone Number	
Emergency Contact 1 Work Phone	
Emergency Contact 1 is Legal Guardian?	
Emergency Contact 2 - Name	
Emergency Contact 2 Relationship	
Emergency Contact 2 Address Line 1	
Emergency Contact 2 Address Line 2	
Emergency Contact 2 City	
Emergency Contact 2 State	

Emergency Contact 2 ZIP Code	
Emergency Contact 2 Home Phone Number	
Emergency Contact 2 Work Phone	
Emergency Contact 2 is Legal Guardian?	
Third Emergency Contact	
Emergency Contact 3 Relationship	
Emergency Contact 3 Address Line 1	
Emergency Contact 3 Address Line 2	
Emergency Contact 3 City	
Emergency Contact 3 State	
Emergency Contact 3 ZIP Code	
Emergency Contact 3 Home Phone Number	
Emergency Contact 3 Work Phone	
Emergency Contact 3 is Legal Guardian?	
Patient Employer	
Employer Address	
Employer Address	
Employer City	
Patient Employer State	
Employer Postal Code	
Employer Country	
Employer Phone	
Hospital Account Base Class	
Patient Types (EPT)	
Account Class	
Patient Deceased Date	
Account Primary Service	
Primary Financial Class	
SBO Total Charges	
SBO Self-Pay Balance	
Account Balance	
Stop Bill Reason	
Primary Plan	
Primary Payor	
Primary Coverage Subscriber Name	
Primary Coverage Subscriber Name	
Primary Coverage Subscriber Date of Birth	
Primary Coverage Subscriber Sex	
Primary Coverage Subscriber Social Security Number	
Primary Coverage Subscriber Address	
Primary Coverage Subscriber City	
Primary Coverage Subscriber State	
Primary Coverage Subscriber ZIP Code	
Primary Coverage Subscriber Country	

Primary Coverage Subscriber Phone Number	
Primary Coverage Subscriber Employer Name	
Primary Coverage Policy Number	
Primary Coverage Group Number	
Primary Coverage Group Name	
Primary Coverage Authorization Number	
Primary Coverage Subscriber Relation to Patient	
Primary Coverage Address	
Primary Coverage City	
Primary Coverage State	
Primary Coverage ZIP Code	
Primary Coverage Country	
Primary Coverage Phone Number	
Secondary Plan ID	
Secondary Payor (Current)	
Secondary Coverage Subscriber Name	
Secondary Coverage Subscriber Name	
Secondary Coverage Subscriber Date of Birth	
Secondary Coverage Subscriber Sex	
Secondary Coverage Subscriber Social Security Number	
Secondary Coverage Subscriber Address	
Secondary Coverage Subscriber City	
Secondary Coverage Subscriber State	
Secondary Coverage Subscriber ZIP Code	
Secondary Coverage Subscriber Country	
Secondary Coverage Subscriber Phone Number	
Secondary Coverage Subscriber Employer Name	
Secondary Coverage Policy Number	
Secondary Coverage Group Number	
Secondary Coverage Group Name	
Secondary Coverage Auth Number	
Secondary Coverage Subscriber Relationship to Patient	
Secondary Coverage Address	
Secondary Coverage City	
Secondary Coverage State	
Secondary Coverage ZIP Code	
Second Coverage Country	
Secondary Coverage Phone Number	
Tertiary Plan ID	
Tertiary Payor (Current)	
Tertiary Coverage Subscriber Name	
Tertiary Coverage Subscriber Name	
Tertiary Coverage Subscriber Date of Birth	
Tertiary Coverage Subscriber SSN	

Tertiary Coverage Subscriber Address	
Tertiary Coverage Subscriber City	
Tertiary Coverage Subscriber State	
Tertiary Coverage Subscriber ZIP Code	
Tertiary Coverage Subscriber Country	
Tertiary Coverage Subscriber Phone Number	
Tertiary Coverage Subscriber Employer Name	
Tertiary Coverage Policy Number	
Tertiary Coverage Group Number	
Tertiary Coverage Authorization Number	
Tertiary Coverage Subscriber Relationship to Patient	
Tertiary Coverage Authorization Number	
Tertiary Coverage Subscriber Relationship to Patient	
Tertiary Coverage Address	
Tertiary Coverage City	
Tertiary Coverage State	
Tertiary Coverage ZIP Code	
Tertiary Coverage Country	
Tertiary Coverage Phone Number	
Quaternary Plan ID	
Quaternary Payor	
Quaternary Coverage Subscriber Name	
Quaternary Coverage Subscriber Name	
Quaternary Coverage Subscriber Date of Birth	
Quaternary Coverage Subscriber Sex	
Quaternary Coverage Subscriber Social Security Number	
Quaternary Coverage Subscriber Address	
Quaternary Coverage Subscriber City	
Quaternary Coverage Subscriber State	
Quaternary Coverage Subscriber ZIP Code	
Quaternary Coverage Subscriber Country	
Quaternary Coverage Subscriber Phone Number	
Quaternary Coverage Subscriber Employer Name	
Quaternary Coverage Policy Number	
Quaternary Coverage Group Number	
Quaternary Coverage Group Name	
Quaternary Coverage Auth Number	
Quaternary Coverage Subscriber Relation to Patient	
Quaternary Coverage Address Line 1	
Quaternary Coverage City	
Quaternary Coverage State	
Quaternary Coverage ZIP Code	
Quaternary Coverage Country	
Quaternary Coverage Phone Number	

Guarantor Payment Plan End Date Estimate	
Guarantor ID	
Guarantor Name	
Guarantor SSN (EAR)	
Guarantor DOB (EAR)	
Guarantor Relation to Patient	
Billing Address	
Billing Address	
Billing City	
Billing State	
Billing ZIP	
Billing Country	
Billing Home Phone Number	
Billing Work Phone Number	
Guarantor Status	
Employer	
Employer Address	
Employer Address	
Employer City	
Employer State	
Employer ZIP	
Employer Country	
Employer Phone	
Guarantor Employer Fax	
Employment Status	
Claim Admission Type	
Claim Admission Source	
Claim Discharge Disposition	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Free Text	
Free Text	
Claim Condition Code	
Claim Condition Code	
Claim Value Code	
Value Code Amount	
Claim Value Code	
Value Code Amount	

Admission Diagnosis	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
Attending Provider (ID)	
Attending Provider (ID)	
Attending Provider (ID)	
Referring Provider Name	
Referring Provider Name	
Referring Provider Name	
Claim Accident Type	
Workers' Comp Auto Accident Claim Number	
Claim Info Injury Date	
Claim Info Time of Injury	
Claim Place of Injury	
Workers' Comp Condition Employment Related	
Workers' Comp Claim Number	
Workers' Comp Place of Service	
Workers' Comp Employer	
Primary Payor Payment Total	
Last Payment Date Primary Payor	
Secondary Payor Payment Total	
Last Payment Date Secondary Payor	
Tertiary Payor Payment Total	
Last Payment Date Tertiary Payor	
Quaternary Payor Payment Total	
Last Payment Date Quaternary Payor	
Primary Adjustments	
Secondary Adjustments	

Tertiary Adjustments	
Quaternary Adjustments	
Total Insurance Payments	
Total Insurance Adjustments	
Total Self-pay Payments	
Total Self-Pay Adjustments	
Last Statement Date	
Self-pay Follow-up Level	
Self-Pay Follow-up Date	
Payment Plan Current Balance	
Payment Plan Amount	
Payment Plan Amount Due	
Payment Plan Hospital Accounts	
Guarantor Payment Plan End Date Estimate	
Discharge Department ID	
Record Creation Department	
CHARGES	
Column Name	Value
Free Text	02
Hospital Account	
Procedure Code	
Description	
Revenue Code	
CPT® Code	
Modifier	
Quantity	
Service Date	
Amount	
PAYMENTS	
Column Name	Value
Free Text	04
Hospital Account	
Procedure Code	
Description	
Post Date	
Payor ID	
Amount	
Transaction Reference Number	
ADJUSTMENTS	
Column Name	Value

Free Text	05
Hospital Account	
Procedure Code	
Description	
Post Date	
Payor ID	
Amount	
Transaction Reference Number	
INSURANCE BUCKETS	
Column Name	Value
Free Text	06
Hospital Account	
Bucket Type	
Bucket Plan	
Payor	
Bucket Claim Invoice Number	
Current Balance	
First Claim Date	
Last Claim Date	
First External Claim Sent Date	
Last External Claim Sent Date	
Claim Form Type	
Claim Form Type	
CHARGES	
Column Name	Value
Free Text	12
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
PAYMENTS	
Column Name	Value
Free Text	14
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	

Transaction Amount	
Reference Number	
ADJUSTMENTS	
Column Name	Value
Free Text	15
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
Reference Number	

**ATTACHMENT F
VENDOR FILE FORMAT SPECIFICATIONS**

A. Vendor File Format Specifications – Invoice Detail File

This section outlines the data fields, naming convention, and transmission schedule of an 'Invoice Detail' file to be used for purposes of vendor invoice reviews. The file is to contain a complete snapshot of all payments and fees for the invoiced month. The file is to be generated in CSV or Excel format (.xls or .xlsx). CSV format is preferred if it's available. If generated in Excel, do NOT name the sheet.

File data fields:

Attributes in **BOLD** are crucial data elements, remaining attributes to be added if easily exportable.

Field	Attribute	Description
1	Account Number	Unique account identifier used in the hospital and/or physician practice information system
2	Guarantor Number	Unique patient identifier used in the hospital and/or physician practice information system
3	Medical Record Number	Patient's unique medical record identifier used in the hospital and/or physician practice information system
4	Patient Name	Patient's first and last name that is associated with the account number (do not separate by a comma)
5	Date of Service	Service date for the account number (Format: mm/dd/yyyy)
6	Agency Assignment Date	Date of initial placement to Agency (Format: mm/dd/yyyy)
7	Paid Us	The dollar value paid by the patient to the Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
8	Paid You	The dollar value paid by the patient to the hospital (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
9	Additional Payment to Us	The dollar value paid by the patient to the Agency for anything other than the principle balance (ex. processing fee, interest, etc.)
10	Transaction Description	The spelled-out transaction description (identifies PT vs INS payment, etc.)
11	Payment Receipt Date	Date in which the payment was <u>originally</u> received (Format: mm/dd/yyyy)
12	Payment Post Date	Date in which the payment was <u>posted</u> to the hospital's Patient Accounting System received (Format: mm/dd/yyyy)
13	Fee	Fee amount charged by the Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
14	Placed Account Balance Amount	The dollar value of account balance at time of placement with Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
15	Current Account Balance	The dollar value of current account balance with Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
16	Facility	Name of facility for main hospital

Data field notes:

- All column headers need to be included even if the columns do not contain data.

File naming convention:**mmddyy_hospital_Facility_vendor_Invoice**

<i>mmddyy</i>	=	Date the file was generated
<i>hospital</i>	=	Hospital name (abbreviation is preferred)
<i>Facility</i>	=	Facility Name (abbreviation is preferred)
<i>vendor</i>	=	Vendor name (abbreviation is preferred)

File Transmission:

A new file is to be uploaded to the Healthfuse secure FTP site the beginning of each month for the previous month's transactions. The details of the secure FTP site will be provided separately.

Headers and Footers:

Please include headers named the same as outlined in the "Attribute" field of table above. **No footers** (i.e., page numbers, dates, row counts, etc.) should be included in the file. **No graphics, hidden rows or extra rows** should be above the column headers. **No merged or hidden rows or columns.**

B. Vendor File Format Specifications – Inventory – AR/Denials/Third Party Liability (TPL)

This section outlines the data fields, naming convention, and transmission schedule of an 'inventory' file to be used for purposes of account audits. The file is to contain a complete snapshot of all accounts in vendor's active inventory (i.e., accounts currently assigned to vendor as of date of weekly file). The file is to be generated in Excel format (.xls or .xlsx) or CSV. CSV format is preferred if it's available.

File data fields:

Attributes in **BOLD** are required for set up, remaining attributes need to be added within 90 days.

Field	Attribute	Description
1	Account Number	Hospital's unique identifier for date of service for the Guarantor
2	Guarantor Number	Unique patient identifier used in the hospital and/or physician practice information system
3	Medical Record Number	Patient's unique medical record identifier
4	DOS	Date of Service (Format: mm/dd/yyyy)
5	Placed Date	Date of Initial Placement (or Admit date if not discharged yet) (Format: mm/dd/yyyy)
6	Patient Status	Status of Guarantor stay. Options are as follows. If status other than options below, please share dictionary. • Emergency Department (ED) • Outpatient (OP) • Inpatient (IP) • Observation (OBS)
7	Patient Classification	Payer category. Options are as follows. If classification other than options below, please share dictionary. • Medicare • Medicaid • Commercial • Managed Care • TPL • Auto
8	Placed Balance	Balance of account at date of placement (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))

9	Current Balance	Current balance at date of report (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
10	Last Note Date	Date of last note (Format: mm/dd/yyyy)
11	Guarantor Address	Street address
12	Guarantor City	City, i.e., Milwaukee, Minneapolis, etc.
13	Guarantor State	State, i.e., WI, MN, etc. (abbreviated)
14	Guarantor Zip Code	Guarantor zip code • minimum 5 characters
15	Guarantor Home Phone No.	Guarantor home phone (any format)
16	Guarantor Work Phone No.	Guarantor work phone (any format)
17	Guarantor Mobile No.	Guarantor mobile phone (any format)
18	Guarantor Other No.	Guarantor other phone (any format)
19	Guarantor Last Name	Guarantor last name
20	Assigned Collector	Name or ID shown in vendor system
21	Assigned Work Queue	Name of queue, queue number or both
22	Status	Current account status -- including but not limited to the following examples: • Pending Adjustment • Rebilled • Appealed
23	Guarantor DOB	Guarantor date of birth (Format: mm/dd/yyyy)
24	Patient DOB	Patient date of birth (Format: mm/dd/yyyy)
25	Facility	Name of facility for main hospital

Data field notes:

- Medical record number to be included only if different from guarantor number.
- Provide separately: status code dictionary containing all status codes.
- All column headers need to be included even if the columns do not contain data.

File naming convention:

mmddyy_hospital_Facility_vendor_Inv

<i>mmddyy</i>	=	Date the file was generated
<i>hospital</i>	=	Hospital name (abbreviation is preferred)
<i>Facility</i>	=	Facility Name (abbreviation is preferred)
<i>vendor</i>	=	Vendor name (abbreviation is preferred)

File Transmission:

A new file is to be uploaded to the Healthfuse secure FTP site each week (preferably on late Sunday evening or early Monday morning). It is recommended that the file upload process be automated, if possible. The details of the secure FTP site will be provided separately.

Headers and Footers:

Please include headers named the same as outlined in the "Attribute" field of table above. **No footers** (i.e., page numbers, dates, row counts, etc.) should be included in the file. **No graphics or extra rows** should be above the column headers. **No merged or hidden** rows or columns.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE Minority Business Enterprise	☐ WBE Women-Owned Business Enterprise	☐ SBE Small Business Enterprise	☐ PBE Physically Challenged Business Enterprise	☐ VET Veteran Owned Business	☐ DVET Disabled Veteran Owned Business	☐ ESB Emerging Small Business
Number of Clark County Nevada Residents Employed: <u>110 estimated</u>						
Corporate/Business Entity Name:		FIRM Revenue Cycle Management Services, Inc.				
(Include d.b.a., if applicable)						
Street Address:		5590 S. Ft. Apache Road		Website: <u>www.firmrcm.com</u>		
City, State and Zip Code:		Las Vegas, NV 89148		POC Name: <u>Nancy Momcilovic</u> Email: <u>Nancy@firmrcm.com</u>		
Telephone No:		702-473-8900		Fax No:		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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).

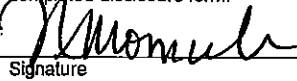
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Nancy Momcilovic	President/CEO	50%
Joseph Cook	Principal	50%

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

- 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.)
- 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.


 Signature
 President/CEO
 Title

Nancy Momcilovic
 Print Name
7/25/19
 Date

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Amendment Two to Agreement for Physician Professional Services with Quality Care Consultants, LLC	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the Amendment Two to Agreement for Physician Professional Services with Quality Care Consultants, LLC for utilization, case management and resource management services; and take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund #: 5420.000	Fund Name: UMCSN Operating Fund
Fund Center: 3000829000	Funded Pgm/Grant: N/A
Description: Agreement for Physician Professional Services	
Amount: \$115,200.00/year	
Term: November 1, 2019- October 31, 2020	Out Clause: 60 days w/o cause
Bid/RFP/CBE: NRS 332.115.1 (b)	

BACKGROUND:

In October 2017, University Medical Center of Southern Nevada entered into an agreement with Quality Care Consultants, LLC to provide utilization, case management and resource management services for the Hospital. Amendment 1, effective November 1, 2018, extended the term through October 31, 2019.

This Amendment 2 will extend the term of the Agreement to October 31, 2020, at the same monthly compensation of \$9,600.00. The total compensation is \$115,200.00.

The Director, Case Management has reviewed this Amendment and recommends approval by the Governing Board.

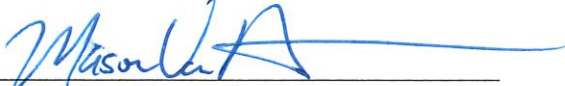
In accordance with NRS 332.115.1 (b), the competitive bidding process is not required as the services to be performed are professional in nature.

This Amendment has been approved as to form by the Office of General Counsel.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their October 23, 2019 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
October 30, 2019

Respectfully submitted,


Mason VanHouweling
Chief Executive Officer

Agenda Item #

6

AMENDMENT TWO
TO
AGREEMENT FOR PHYSICIAN PROFESSIONAL SERVICES

This Amendment Two is made by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Hospital") and **Quality Care Consultants, LLC**, a professional corporation existing under and by virtue of the laws of the State of Nevada, with its principal place of business at 3006 South Maryland Parkway, Suite 465, Las Vegas, Nevada, 89109 ("Provider"). Terms not otherwise defined in this Amendment Two shall have the meanings set forth in the Agreement (defined below).

RECITALS:

WHEREAS, the parties entered into an Agreement for Physician Professional Services dated November 1, 2017 ("Agreement"), under which Provider provides physician professional services for case management functions, among other things, to Hospital; and

WHEREAS, the parties entered into Amendment One to the Agreement on October 31, 2018, extending the term of the Agreement to October 31, 2019; and

WHEREAS, the parties desire to further amend the Agreement with this Amendment Two, as further described below.

NOW, THEREFORE, the parties agree as follows:

1. Section 6.01, *Term of Agreement*, is amended to extend the term of the Agreement for one (1) year from November 1, 2019 to October 31, 2020.
2. Subsection (d) of Section 2.5, *Standards of Performance*, is deleted in its entirety and replaced with the following:

"Provider shall assist in implementation of processes and systems used by Hospital to manage resource utilization, which shall include the use Hospital's Epic Electronic Health Resource for patient information, and the use of Hospital's electronic mail (email) system for communication (including the transmission of Protected Health Information consistent with the provisions of Section 2.10) with Hospital staff."

3. Except as expressly amended in this Amendment Two, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment Two to be effective upon the last date of signature set forth below.

PROVIDER:

Quality Care Consultants, LLC

By: 

Name: IKRAM U. KHAN, MD

Its: PRESIDENT

Date: 10 / 9 / 19

HOSPITAL:

**University Medical Center
of Southern Nevada**

By: _____

Name: Mason VanHouweling

Its: Chief Executive Officer

Date: _____

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one) Medical Consulting						
☐ Sole Proprietorship	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☒ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ 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
Number of Clark County Nevada Residents Employed: 3						
Corporate/Business Entity Name: Quality Care Consultants, LLC						
(Include d.b.a., if applicable)						
Street Address:		3006 S. Maryland Parkway, Suite 466		Website:		
City, State and Zip Code:		Las Vegas, NV 89109		POC Name: Ikram U. Khan, MD		
Telephone No:		702 731 5003		Email: athens5@aol.com		
Fax No:		702 734 0548				
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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)
Ikram U. Khan, MD	President	50%
Javaid Anwar, MD	CEO	50%

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)?

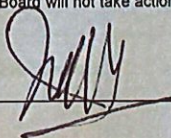
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

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.

Signature



Ikram U. Khan, MD

Print Name

President

Title

10/09/19

Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
	N.A.		

* UMC employee means an employee of University Medical Center of Southern Nevada

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Amendment to Facility Participation Agreement with United Healthcare Insurance Company	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board ratify the First Amendment to Facility Participation Agreement with United Healthcare Insurance Company; and take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund #: 5420.000

Fund Center: 3000850000

Description: First Amendment to Facility Participation Agreement

Amount: Revenue based on volume

Term: Three years (expiring 10/31/2022)

Out Clause: 180 days written notice (no cause)

Bid/RFP/CBE: N/A

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

BACKGROUND:

UMC has had an Agreement with United HealthCare Insurance Company since 2004 to provide its members healthcare access at the Hospital and affiliated Quick Care facilities.

This First Amendment (i) extends the term of the Agreement through October 31, 2022; and (ii) replaces the All Payer Appendix dated July 1, 2017, with the All Payer Appendix dated November 1, 2019.

The Director of Managed Care has reviewed this First Amendment and recommends ratification by the Governing Board. This First Amendment has been approved as to form by UMC's General Counsel.

This First Amendment was reviewed by the Governing Board Audit and Finance Committee at their October 23, 2019 meeting and recommended for ratification by the Governing Board.

Respectfully submitted,



Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
October 30, 2019

Agenda Item #

7

First Amendment
Facility Participation Agreement

THIS FIRST AMENDMENT (the Amendment) is entered into by and between United Healthcare Insurance Company, contracting on behalf of itself and the other entities that are United's Affiliates (collectively referred to as "United") and University Medical Center of Southern Nevada ("Facility").

WHEREAS, the parties have previously executed the Facility Participation Agreement (the "Agreement") effective May 15, 2004; and

WHEREAS, the parties desire to amend the Agreement with this Amendment to extend the terms and update the reimbursement Appendix.

NOW, THEREFORE, in consideration of the premises and for the other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 8.1 Term. This Agreement shall be extended for a three-year term period beginning November 1, 2019 and ending October 31, 2022 at 11:59 pm.
2. Delete the All Payer Appendix dated July 1, 2017 in its entirety and replace it with the All Payer Appendix dated November 1, 2019.
3. All other terms of the Agreement not amended herein shall remain in full force and effect. If any term of this Amendment conflicts with the terms of the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed below.

**University Medical Center
of Southern Nevada**

Signature: Mason VanHouweling

Name: Mason VanHouweling

Title: Chief Executive Officer

Date: 10/16/2019

TIN: 88-6000436

United Healthcare Insurance Company

Signature: Sham Schoener

Name: Sham Schoener

Title: V.P. Network Management

Date: 10-15-19

United Healthcare Insurance Company

Per Diem

All Payer Appendix

Facility Name(s): University Medical Center of Southern Nevada

Effective Date of this Appendix: 11/01/2019

[The information in this Appendix is confidential and proprietary]

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Privately Held Corporation	☐ Publicly Held Corporation	☐ Trust	☐ Non-Profit Organization
☐ Other						
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ 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
Number of Clark County Nevada Residents Employed:				1,300		
Corporate/Business Entity Name:		Health Plan of Nevada, Inc.				
(Include d.b.a., if applicable)						
Street Address:		2720 N. Tenaya Way			Website:	
City, State and Zip Code:		Las Vegas, NV 89128			POC Name:	
Telephone No:		702-242-7188			Email:	
Nevada Local Street Address:					Local Fax No:	
(If different from above)					Local POC Name:	
City, State and Zip Code:					Email:	
Local Telephone No:						

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

Publicly-traded corporations and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

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)
Health Plan of Nevada, Inc.	a Nevada Corporation	100%

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, an Entity full-time employee(s), or appointed/elected official(s)?

☐ Yes

☒ No

(If yes, please note that the 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.)

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 an Entity 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 Board will not take action on any item without the completed disclosure form.

Signature

Glen Stevens

Print Name

Secretary

October 23, 2017

Title

Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF ENTITY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO ENTITY* EMPLOYEE/ OFFICIAL	ENTITY* EMPLOYEE'S/ OFFICIAL'S DEPARTMENT

* Entity employee means an employee of Las Vegas Valley Water District, Southern Nevada Water Authority, or Silver State Energy Association .

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For Entity Use Only:

If no Disclosure or Relationship is noted above or the section is marked N/A, please check this box.

☒ No Disclosure

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the Entity employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the Entity employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Glen Stevens

Print Name

Authorized Department Representative

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Amendment One to Exterior Signage Agreement with INNERFACE Architectural Signage, Inc.	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the Amendment One to Agreement for Exterior Signage Products with INNERFACE Architectural Signage, Inc.; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; and take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5430.011
Fund Center: 3000999901
Description: Capital Purchase of Signage
Bid/RFP/CBE: NRS 450.525
Amount: \$375,000
Out Clause: 30 days without cause

Fund Name: Clark County Capital Equipment Transfer
Funded Pgm/Grant: N/A

BACKGROUND:

On October 31, 2018, UMC entered into an agreement with INNERFACE Architectural Signage, Inc. ("INNERFACE") to provide consulting services to UMC in connection with the design development of the exterior monument signage and wayfinding requirements of the façade remodel of UMC's master plan. Concurrent with this, UMC and INNERFACE entered into an Agreement for Exterior Signage Products ("Agreement") for the fabrication and development of such exterior signage.

This Amendment One ("Amendment") seeks to add additional exterior signage fabrication to the Agreement, to complete the signage component of the façade remodel at an additional cost (including discretionary funding of approximately 15%) of \$375,000, for a new contract value of \$652,737.05. Also, staff is requesting that the Board authorize the Chief Executive Officer to execute future amendments to the Agreement that are within his delegation of authority if deemed beneficial to UMC.

The Associate Administrator for Operations has reviewed this Amendment and recommends approval by the Governing Board. This Amendment has been approved as to form by UMC's Office of General Counsel.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their October 23, 2019 meeting and recommended for approval by the Governing Board.

Respectfully submitted,

Cleared for Agenda
October 30, 2019


Mason VanHouweling
Chief Executive Officer

Agenda Item #

8

**AMENDMENT ONE
TO
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
AGREEMENT FOR EXTERIOR SIGNAGE PRODUCTS**

THIS AMENDMENT is made and entered into as of the last date of signature set forth below, by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("UMCSN"), and INNERFACE Architectural Signage, Inc., a Georgia Corporation ("INNERFACE"). UMCSN and INNERFACE are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into that certain University Medical Center of Southern Nevada Agreement for Exterior Signage Products dated October 31, 2018 ("Agreement"); and

WHEREAS, the Parties now wish to amend the Agreement.

NOW, THEREFORE, the Parties agree as follows:

A. Section 1 is hereby replaced in its entirety with the following:

UMCSN agrees to pay INNERFACE for the fabrication and development of the exterior signage described on Exhibit A, Quotation for Phase I Exterior Wayfinding, and on Quotation for Phase 2 Exterior Wayfinding, attached hereto and by this reference incorporated herein, at the unit cost and quantity set forth in Exhibit A and based upon the final design reviewed and approved by UMC for each of Phase 1 and Phase 2, in aggregate amount not to exceed \$570,052.93, as follows:

Phase I:	\$297,927.68
Phase II:	<u>\$290,125.25</u>
NTE Total:	\$570,052.93

INNERFACE will invoice 50% of these amounts, for each of Phase 1 and Phase 2, as an advance deposit payment before beginning signage fabrication with respect to each Phase.

In the event of any conflicting terms or conditions in Exhibit A, the terms and conditions of this Agreement shall control. For clarification, the terms of this Agreement control, even over those "Terms and Conditions" referenced in each Quotation.

B. Exhibit A to the Agreement is deleted in its entirety and replaced with the

Quotations for Phase 1 and 2, attached hereto as new Exhibit "A".

Except as expressly amended in this Amendment One, the Agreement shall remain in full force and effect.

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**INNERFACE ARCHITECTURAL
SIGNAGE, INC.**

By: _____
Mason VanHouweling
Chief Executive Officer

By:  _____
Suzanne Greene
Vice President

Date: _____

Date: 10/9/19 _____

**Amendment One to
University Medical Center of Southern Nevada
Agreement for Exterior Signage Products**

EXHIBIT A

Quotation for Phase 1 Exterior Wayfinding

Quotation for Phase 2 Exterior Wayfinding

[The information in this Exhibit A is confidential and proprietary]

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☒ SBE	☐ PBE	☒ VET	☐ DVET	☐ 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
Number of Clark County Nevada Residents Employed: none						
Corporate/Business Entity Name: Innerface Architectural Signage, Inc.						
(Include d.b.a., if applicable)						
Street Address:		5049 Peachtree Road		Website: www.innerfacesign.com		
City, State and Zip Code:		Atlanta, GA 30341		POC Name:		
				Email: pwofford@innerfacesign.com		
Telephone No:		770.921.5566		Fax No: 770.270.1327		
Nevada Local Street Address:		N/A		Website: N/A		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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)
James E. McWilliams	CEO	100%

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

- 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.)
- 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.

 Signature VP/Controller Title	Suzanne Greene Print Name 10/10/10 Date
--	--

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* UMC employee means an employee of University Medical Center of Southern Nevada

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

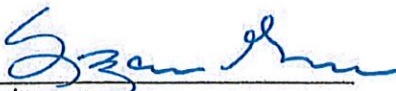
- Spouse -- Registered Domestic Partners -- Children -- Parents -- In-laws (first degree)
- Brothers/Sisters -- Half-Brothers/Half-Sisters -- Grandchildren -- Grandparents -- In-laws (second degree)

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:


Signature

Suzanne Greene, VP/Controller
Print Name
Authorized Department Representative

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Award of Bid No. 2019-10, Trauma ICU Renovation Project	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the award of Bid No. 2019-10, Trauma ICU Renovation Project, to CMMCM LLC dba Müller Construction, the lowest responsive and responsible bidder; and take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

Fund Number: 5430.011	Fund Name: Clark County Capital Equipment Transfer
Fund Center: 3000999901	Funded Pgm/Grant:
Description: Award of Bid 2019-10, Trauma ICU Renovation Project	
Bid/RFP/CBE: Formal bid pursuant to NRS 338.1385	
Term: 182 calendar days from Notice to Proceed	
Amount: \$879,600 (\$733,000 quote plus \$146,600 Internal Contingency)	
Out Clause: Any time for cause or Owner's convenience	

BACKGROUND:

On August 18, 2019, Bid No. 2019-10 was published in the *Las Vegas Review-Journal*. This project entails refreshing flooring, finishes and ascetics of the Trauma ICU. The project includes a remodel of the nurses' station, restroom relocation, flooring, paint and patchwork. On September 24, 2019, UMC received responses from:

BIDS RECEIVED

CMMCM LLC dba Müller Construction
Martin-Harris Construction, Inc.
JMB Construction

BID AMOUNT

\$733,000.00
\$783,361.00
\$899,636.00

The bids were received and opened on September 24, 2019. The apparent low bid of \$733,000 was received from CMMCM LLC dba Müller Construction, based in Las Vegas, Nevada. CMMCM LLC dba Müller Construction properly submitted all required documentation within the relevant deadlines. Staff has reviewed all materials and recommends that the bid be awarded to CMMCM LLC dba Müller Construction, which was the lowest responsive and responsible bidder.

The term of the agreement is 182 calendar days from the date of the Notice to Proceed. UMC may

Cleared for Agenda
October 30, 2019

Agenda Item #

terminate the agreement at any time for its convenience, upon written notice to CMMCM LLC dba Müller Construction.

Director of Facilities Maintenance and Manager of Facilities Maintenance have reviewed the bid documents and recommend approval of the award by the Governing Board.

The bid documents and notice of award have been approved as to form by UMC's Office of General Counsel.

CMMCM LLC dba Müller Construction currently holds a valid Clark County Business License.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their October 23, 2019 meeting and recommended for approval by the Governing Board.

Respectfully submitted,


Mason VanHouweling
Chief Executive Officer



NOTIFICATION OF INTENT TO AWARD

October 1, 2019

It is the intent of University Medical Center of Southern Nevada ("UMC") to authorize the award of Bid No. 2019-10, Trauma ICU Renovation Project (PWP NO. CL-2019-336), to CMMCM LLC dba Müller Construction.

BID SUMMARY

<u>Bids Received</u>	<u>Total Base Bid Amount</u>
CMMCM LLC dba Müller Construction	\$733,000.00
Martin-Harris Construction, Inc.	\$783,361.00
JMB Construction	\$899,636.00

All three bidders submitted the "Affidavit Pertaining to Preference Eligibility" and "Certificate of Eligibility" to receive Bidders Preference in accordance with Nevada Revised Statutes 338.0117. Therefore, the Bidders Preference calculation has not been applied to any of the Bids.

In accordance with the Bid Package, Instructions to Bidders Section 14, all Bidders have up to five (5) business days from the date of this Notification to submit a formal written protest. Such protest must be accompanied by a bid protest bond in the amount of the lesser of 25 percent of the total value of the Base Bid submitted by the Bidder filing the protest, or \$250,000. Formal protests should be delivered to Frances Heiy, UMC's Designated Contact.

If you have questions about this notification, please contact Frances Heiy, Contracts Specialist, at 702-207-8846.

ISSUED BY:

Frances Heiy
Contracts Specialist

Cc: Monty Bowen, UMC Plant Operations
Tamera Hone, UMC Plant Operations
Labor Commissioner

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**
INVITATION TO BID

**BID NO. 2019-10
TRAUMA ICU RENOVATION**

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
CONFIRMATION FORM
for
RECEIPT OF BID NO. 2019-10
TRAUMA ICU RENOVATION**

If you are interested in this invitation, immediately upon receipt please complete, scan and e-mail this Confirmation Form to Frances.Heiv@umcsn.com.

Failure to return this form means you are not interested in the project and do not want any associated addenda e-mailed to you.

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO. **Bid 2019-10**

DESCRIPTION: **Trauma ICU Renovation**

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name:_____

Company Address:_____

City / State / Zip:_____

Name / Title:_____

Area Code/Phone Number:_____

Email Address:_____

E-MAIL THIS CONFIRMATION FORM TO Frances.Heiv@umcsn.com

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INVITATION TO BID

BID NO. 2019-10
Trauma ICU Renovation

NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2019-336

SCOPE OF WORK: For full details, see Exhibit A, Scope of Work in this Bid Document

ESTIMATED COST: \$800,000 - \$825,000.

A **MANDATORY** Pre-bid Conference will be held on **Wednesday, August 28, 2019 at 1:00 pm**, in the Ambulatory Conference Room located in the Delta Point building at 901 Rancho Lane, Suite 265, Las Vegas, NV 89106. If your firm is unfamiliar with the OWNER's Bid Submittal procedures and would like to obtain training on the submittal process for this Bid, please contact Frances Heiy, Contracts Specialist, at (702) 207-8846 no later than **Friday, August 23, 2019**, and a training session will be provided immediately following the pre-bid conference referenced above.

All questions/requests for clarification related to this Bid must be received in writing by Frances Heiy (Frances.Heiy@umcsn.com) no later than **7:00:00 p.m. on Wednesday, September 4, 2019**. OWNER will issue any necessary Addenda by close of business **Tuesday, September 10, 2019**

Bids will be accepted at the University Medical Center of Southern Nevada, Delta Point, 901 Rancho Lane, Ste. 265, Las Vegas, Nevada 89106, on or before **Tuesday, September 24, 2019 at 2:00:00 p.m.**, based on the time clock at the OWNER'S Ambulatory front desk, Suite 265, and will be opened immediately thereafter. BIDDERS and other interested parties are invited to attend the Bid opening.

Bid documents and any related drawings and plans will be available on Compact Disc (CD) upon request at the above address, and on the Clark County Purchasing & Contracts Current Opportunities website at <http://www.clarkcountynv.gov/administrative-services/purchasing/Pages/listings.aspx>. Once on the site, scroll to the bottom for OWNER's Opportunities and locate the appropriate Bid Number in the list of current solicitations. A CD will be provided at no charge. However, if the CD is to be mailed, there is a nonrefundable charge of \$5.00. All checks are to be made payable to University Medical Center of Southern Nevada. CD's can be requested by emailing Frances.Heiy@umcsn.com or by calling (702) 207- 8846. Please specify the project number and description, and include your company address, phone number and email address.

PUBLISHED:

Las Vegas Review-Journal
August 18, 2019

University Medical Center of Southern Nevada

**INVITATION TO BID
Bid No. 2019-10
Trauma ICU Renovation**

NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2019-336

University Medical Center of Southern Nevada (UMC) is seeking bids for the Trauma ICU Renovation Project. Detailed information about the project can be found in the Bid Document for the subject Bid.

ESTIMATED COST: \$800,000 - \$825,000

The bid package is available as follows:

- Pickup – UMC Contracts Management, 901 Rancho Lane, Suite 265, Las Vegas, Nevada 89106. Available Monday – Friday, 9:00 a.m. – 4:00 p.m.
- By Electronic Mail or Mail – Please email a request to UMC's Contracts Management department at Frances.Heiy@umcsn.com or call (702) 207-8846. Specify the bid number and description, and include your company name, address, phone and fax numbers, and email address.
- Internet – Visit the Current Opportunities page of the Clark County Purchasing and Contracts website (<http://www.clarkcountynv.gov/administrative-services/purchasing/Pages/listings.aspx>). Scroll down for UMC's listings and locate the appropriate document in the list of current solicitations.

A MANDATORY Pre-Bid Conference and Site Walk will be held Wednesday August 28, 2019 at 1:00 p.m. in the Ambulatory Conference Room, located in the Delta Point building at 901 Rancho Lane, Suite 265, Las Vegas, Nevada 89106.

Bids are due at the UMC address specified above on or before Tuesday, September 24, 2019 at 2:00 p.m. Bids will be time-stamped upon receipt. Bids time-stamped 2:00:01 p.m. or later will be rejected and returned unopened to the Bidder.

INSTRUCTIONS TO BIDDERS

BID NO. 2019-10
TRAUMA ICU RENOVATION

1. PROJECT SCOPE OF WORK

Project to refresh aesthetics and all finishes of Trauma ICU. Remodel of nurses' station, restroom relocation as well as flooring, paint and patch work. For full details, see exhibit A Scope of Work.

2. PRE-BID AND BID OPENING DATES

MANDATORY Pre-Bid Meeting and Site Walk – Wednesday, August 28, 2019 at 1:00 pm, Ambulatory Conference Room (located in Suite 265 of the Delta Point Building)

Bid Opening – Tuesday, September 24, 2019: 2:00:00 p.m., Ambulatory Conference Room

3. DESIGNATED CONTACTS

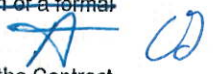
OWNER's authorized representative for the bid process is Frances Heiy, Contracts Specialist, Contracts Management. All questions regarding this bid, including the selection process, must be directed to Frances Heiy via email (frances.heiy@umcsn.com) or by phone at 702-207-8846.

4. CONTACT WITH OWNER DURING BIDDING PROCESS

Communication between a BIDDER and a member of the Board of County Commissioners (BCC), Governing Board (GB) or between a BIDDER and a non-designated OWNER contact, regarding this Bid is strictly prohibited from the time the Bid is advertised until the time it is posted on an agenda for award of the contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact specified above. Failure of a BIDDER, or any of its or any of its representatives, to comply with this paragraph may result in its Bid being rejected.

5. DEFINITIONS

- A. **Architect:** OWNER's representative or other person designated by the Governing Body, acting directly or through their duly authorized representative.
- B. **Addendum:** A written document issued by the OWNER, via the Contracts Management Department, prior to the submission of Bids which modifies or clarifies the Bid Documents by additions, deletions, clarifications, and/or corrections.
- C. **Additive/Deductive Bid Items:** An amount stated in the Bid to be added to or deducted from the contract amount for the corresponding change in the work, as described in the Bid Documents. The unit price(s) quoted shall remain firm throughout the contract term. Funding for the item(s) is provided in the Bid Form under the description of "Construction Conflicts and Additional Work," or shall be funded through the issuance of a formal change order as described herein. BIDDER must quote all item(s) to be responsive and considered for award.
- D. **Additive Alternate Bid Item:** An amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the work, as described in the Bid Documents, is accepted by OWNER. Additive Alternate Items may be exercised by the OWNER with the award of the project, in sequential order only subject to the availability of funds. BIDDER must quote all items to be responsive and considered for award.
- E. **Authorized Representative:** A person designated by the Governing Body to be responsible for the development and award of the Contract for the public work.
- F. **Bidder(s):** A Prime Contractor who submits a Bid to the OWNER for a project.
- G. **Bid Form(s):** The Bid Form pages, Bid Security, and any attachments.
- H. **Bid Option Item:** An amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the work, as described in the Bid Documents, is accepted by OWNER. Bid Option Items may be exercised by the Owner with the award of the project, in sequential order only subject to the availability of funds. BIDDER must quote all items to be responsive and considered for award.
- I. **Bid Documents:** Include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of Bids, as applicable.

- J. **Consulting Architect/Engineer:** A licensed and registered professional contracted by the OWNER to design the project's special provisions and drawings.
- K. **Consulting Construction Manager:** The Construction Management firm contracted by the OWNER to manage the construction of the project.
- L. **Consulting Engineer:** A professional engineering firm contracted by the OWNER to design the project's specifications, special provisions and drawings.
- M. **Contract:** Contract documents include the Bid Documents, BIDDER's Bid Form, all Addenda, BIDDER's Bonds and Insurance, Subcontractor Notification letters and Notice of Award. ~~The standard terms and conditions listed in the Agreement are NON-NEGOTIABLE. Acceptance of the bid and execution of a formal written agreement are conditions to the formation of a contract.~~ 
- N. **Contractor:** The person or entity identified as such in the Contract and is referred to throughout the Contract documents as Contractor or successful BIDDER. Contractor shall mean the Prime Contractor or its authorized representative as defined by Nevada Revised Statute 616A.285.
- O. **Engineer:** OWNER's representative or other person designated by the Governing Body, acting directly or through their duly authorized representative.
- P. **Governing Body:** Used throughout these documents will mean the Clark County Board of Commissioners or University Medical Center of Southern Nevada's Governing Board.
- Q. **Owner:** The term used throughout these documents will mean University Medical Center of Southern Nevada ("OWNER").
- R. **Planholders:** Prospective BIDDER(s) who have returned the Confirmation Form near the front of this Bid Document.
- S. **Subcontractor/Independent Contractor:** Any individual, agent, firm, sole proprietor, or corporation to whom the Prime Contractor subcontracts any part of the project. There is no contractual relationship between the OWNER and the above-mentioned Subcontractor who perform work or services for the Prime Contractor.
- T. **Successful Bidder:** BIDDER who is the lowest responsive, responsible and/or best BIDDER, to whom the Governing Body or the authorized representative has authorized the award of the contract.

6. **BIDDER'S REPRESENTATION AND CERTIFICATIONS**

- A. **Each BIDDER by submitting their Bid represents that:**
1. BIDDER has read and understands the Bid Documents and asserts that its Bid is made in accordance therewith and shall be considered a firm offer for a period of 120 calendar days following the opening of bids. The BIDDER's offer may expire at the end of the 120 calendar day period.
 2. BIDDER has visited the project site and is familiar with the local conditions under which the work is to be performed.
 3. Prior to submission of the Bid, the BIDDER shall ascertain that it has received all Addenda issued. The BIDDER shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form.
 4. BIDDER understands that all language in the Bid Document is non-negotiable.
 5. The BIDDER(s), and the successful BIDDER(s), and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 338.017, Section 1, Paragraph 2, regarding Federal Debarment.
 6. **Prohibition Against Israel Boycott:** In accordance with Nevada Revised Statute 332.065, SUCCESSFUL BIDDER certifies that it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.
- B. **Nevada State Contractors' Board Licensing**

Instructions to Bidders

Bid No. 2019-10

Trauma ICU Renovation

1. BIDDERS for this work must be qualified and properly licensed to perform the particular work pursuant to the provisions of the Nevada Revised Statutes Chapter 624. Failure to comply shall result in rejection of the BIDDER. Nevada Contractor's License number and dollar limit must be indicated on the Bid Form page. Should there be a protest regarding the applicability of the low BIDDER's Contractor's license to the scope of the project, it shall be the low BIDDER's responsibility to obtain an opinion from the State Contractor's Board at its next meeting. **BIDDERS are reminded that, per NRS 624.3015, bidding on a contract for work in excess of its limits or beyond the scope of its license is grounds for disciplinary action by the State Contractors Board.**
2. The BIDDER(s), and the successful BIDDER(s), and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 624, during the bidding phase and Nevada Administrative Code, Chapter 624, through completion of the project.

C. Journeyman and Master Electrician and Plumbing Examination Program

1. All electricians providing supervision of electrical work on this project are required to possess a valid Clark County Development Services card appropriate to the scope of work being performed. The categories are Master Electrician and Journeyman Electrician, which have passed the International Code Council (ICC) Contractor Examination Services testing at www2.ICCSAFE.org or by calling 1-888-422-7233.
2. All plumbers providing supervision of the plumbing work on this project are required to possess a valid Clark County Development Services card for the appropriate scope of work being performed. The categories are Master Plumber and Journeyman Plumber. Tests are administered by the Southern Nevada Board of Plumbing Examiners (SNBOPE) at www.NBOPE.org or by calling 1-877-457-6482.
3. The general Contractor or specialty Contractor submitting a Bid to the OWNER shall validate that their employee(s) or their Subcontractor's employee(s) providing supervision for the scope performed maintain current valid cards throughout the term of this Contract. The BIDDER(s) and subsequent awarded BIDDER(s) agree to provide within twenty-four (24) hours of a request by the Owner, proof of current and valid cards for individuals planned or performing the supervision identified herein. Should any of these supervising employee's cards expire, that employee shall be replaced immediately with another qualified valid cardholder without any additional cost to the OWNER.
4. OWNER staff, including but not limited to, from Plant Operations, Contracts Management, and/or their contracted staff will perform unscheduled site visits to validate that the workers performing the electrical and plumbing work are in compliance with these requirements. Employees found performing work without the proper proof of compliance (valid card) shall be immediately replaced as specified above without any additional cost or associated impacts to the OWNER.

D. Addenda and Interpretations

1. If it becomes necessary to revise any part of this Bid, a written Addendum will be provided to all known Planholders. OWNER is not bound by any oral representations, clarifications, or changes made to the written specifications by OWNER's employees, unless such clarification or change is provided to Planholders in written Addendum form from the Purchasing and Contracts Division.
2. BIDDERS shall take no advantage of any apparent error or omission in the Bid Documents. In the event the BIDDERS discover such an error or omission, they shall immediately notify the OWNER. The OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid Documents through the issuance of an Addendum.
3. Addenda shall be sent via e-mail, mail, or certified mail and will be made available for pick up to all known Planholders.
4. Copies of Bid Documents, including any Addenda, will be made available for inspection at the Purchasing and Contracts Division.
5. BIDDERS shall verify receipt of all addenda issued by OWNER prior to submission of their Bid.

7. SUBMITTAL OF BID – REQUIRED DOCUMENTS

The following documents, together, comprise a Bid: The Bid Form, all Stipulated Bid Attachments, and the Bid Security, shall be included in the envelope containing the bid. Omission of, or failure by a BIDDER to complete any portion of the required documents, or fail to include them in the Bid envelope at the time of Bid Opening, may be cause to reject the Bid.

A. **Bid Form**

1. BIDDER shall complete and include all Bid Form pages, and all stipulated Bid Attachments, all of which have a black bar on the right margin, as part of its Bid submittal.

2. **Subcontractors/Independent Contractors Information**

- a) The BIDDER shall be bound by and comply with Nevada Revised Statute 338.141 to limit the practice of shopping for Bids and shall provide within its Bid proposal, the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the total base Bid amount. BIDDER must verify prior to submitting its Bid that all Subcontractors listed are properly licensed.

A prime contractor shall include his or her name on the list. If the prime contractor will perform any work which is more than 1 percent (1%) of the prime contractor's total bid and which is not being performed by a subcontractor, the prime contractor shall also include on the list:

- (1) A description of the labor or portion of the work that the prime contractor will perform; or
- (2) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed.

Within two (2) hours after the completion of the opening of the bids, the BIDDERS who submitted the three (3) lowest bids must submit a list containing:

- (1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding \$100,000.
- (2) If any one of the contractors who submitted one of the three lowest bids will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will not be paid an amount exceeding \$100,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid 1 percent (1%) of the prime contractor's total bid or \$50,000, whichever is greater.

Following are detailed delivery instructions for Bid Attachment 2, Designation of Subcontractors:

***Note: Subject line of the e-mail must provide the Bid No., Project Description, and Name of Attachment**

HAND DELIVERY

UMC - Contracts Management
Delta Point Building
901 Rancho Lane, Suite 265
Las Vegas, Nevada 89106

E-Mail DELIVERY

frances.heiy@umcsn.com
*Reference above.

- b) If a Prime Contractor does not submit the list(s) required above, its Bid may be deemed not responsive.
 - c) OWNER shall verify through the Nevada State Contractors' Board only that information required pursuant to NRS 338.141 as provided by the BIDDERS. Any BIDDER or Subcontractor questioning licensing or utilization of any Subcontractor(s) shall direct their inquiries to the Nevada State Contractors' Board with a copy of all correspondence to the OWNER. The OWNER will not conduct any investigations regarding the BIDDERS' (Prime Contractor) relationships with Subcontractors.
 - d) Pursuant to NRS 338.13895 and 338.145, a Subcontractor who is named in the Bid for the Contract as a Subcontractor who will provide a portion of the work on the public work pursuant to NRS 338.141, and is not properly licensed for that portion of the work shall be deemed unacceptable, and the contractor shall provide an acceptable Subcontractor.

- e) Contractor shall not substitute any person for itself or a Subcontractor who is named on the required list(s) except as provided pursuant to NRS 338.141.
- f) If a BIDDER substitutes a Subcontractor for any Subcontractor who is named in the Bid without complying with the provisions of NRS 338.141; the BIDDER shall forfeit, as a penalty to the OWNER, an amount equal to one percent (1%) of the total amount of the contract.
- g) If a BIDDER indicated pursuant to NRS 338.141 that he or she would perform a portion of work on the public work and, after the submission of the Bid, substitutes a Subcontractor to perform such work; the BIDDER shall forfeit as a penalty to the OWNER, the lesser of, and excluding any amount of the contract attributable to change orders the following:
 - (1) An amount equal to 2.5 percent (2.5%) of the total amount of the contract; or
 - (2) An amount equal to 35 percent (35%) of the estimate by the engineer of the cost of the work the BIDDER indicated pursuant to NRS 338.141 that he or she would perform on the public work.
- h) BIDDER agrees that it will assume responsibility for acts or omissions of its subcontractors and of persons either directly or indirectly employed by them, as they are responsible for the acts or omissions of persons directly employed by the BIDDER. Nothing contained in the contract documents shall create any contractual relation between Subcontractor and the OWNER.
- i) Per NRS 338.140.1.d, the OWNER agrees to provide, upon the OWNER's request, copies of any or all contracts that it may have with its Subcontractor(s), to be used to determine the price of additional work performed pursuant to change orders, to evaluate claims for costs incurred for the performance of additional work, and/or to prepare for potential mediation or litigation.

3. **Non-Discrimination and Fair Employment Practices**

a) Discrimination:

The Board of County Commissioners and OWNER's Governing Board are committed to promoting full and equal business opportunity for all persons doing business in Clark County. The SUCCESSFUL BIDDER acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER recognizes that if the BIDDER or their Subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; OWNER may declare SUCCESSFUL BIDDER in breach of CONTRACT, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

b) Fair Employment Practices:

In connection with the performance of work under this contract, the BIDDER agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The BIDDER further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a BIDDER shall constitute a material breach of this Contract.

c) Close-out Documentation

As a part of the required contract close-out documentation, BIDDER shall submit a Summary Report of Material Suppliers and Subcontractors listing the name of the Subcontractor, Bid Item or work performed, the Business Enterprise Group (BEG), Ethnicity Status, and Value of the contracts. The close-out document shall be submitted in a manner that substantially meets the format and content of the form attached hereto as **Close-out Documentation Summary Report of Subcontractors**.

- d) The Bid form requests information regarding the Prime Contractor's, Subcontractor's, and Material Supplier's Business Enterprise Groups (BEG) and Ethnicity Status. The Business Enterprise Categories are defined as follows:

(1) **MINORITY OWNED BUSINESS ENTERPRISE (MBE):**

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent (51%) owned and controlled by one or more minority persons of African-American (AA), Hispanic American (HA), Asian-Pacific American (AX), Pacific Islander (PI) or Native American (NA) ethnicity.

(2) WOMEN OWNED BUSINESS ENTERPRISE (WBE):

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent (51%) owned and controlled by one or more women.

(3) PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent (51%) owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

(4) SMALL BUSINESS ENTERPRISE (SBE):

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

(5) VETERAN OWNED ENTERPRISE (VET):

A Nevada business at least 51 percent (51%) owned/controlled by a veteran.

(6) DISABLED VETERAN OWNED ENTERPRISE (DVET):

A Nevada business at least 51 percent (51%) owned/controlled by a disabled veteran.

(7) EMERGING SMALL BUSINESS (ESB):

Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada Law during the 77th Legislative session as a result of AB294.

The information provided by the BIDDER is for the Owner's information only, as requested by the Board of County Commissioners and OWNER's Governing Board.

4. Bids submitted shall be on the forms provided by OWNER. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. Any interlineation or alteration must be initialed by a person authorized to bind the BIDDER to a contract. If the person making said interlineation, alteration or erasure is not the same person who signs the Bid Form, such person must be authorized by the person who signs the Bid Form.

B. Bid Security

1. Each Bid shall be accompanied by a Bid security (in the form of, at BIDDER's option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER) in the amount of five percent (5%) of the base Bid amount, pledging that the BIDDER will within **ten (10)** business days after OWNER's written request for insurance, furnish the bonds and insurance as required herein, covering the faithful performance of the BIDDER and the payment of all obligations arising hereunder. Bonds issued by a surety, who is an individual surety, are not acceptable to Clark County. Should the BIDDER refuse to or fail to furnish such bonds and insurance, the amount of the Bid security may be forfeited to the OWNER. All checks and money orders must indicate the Payee as University Medical Center of Southern Nevada and reflect the complete Bid number.
2. Surety companies executing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to Nevada Revised Statute Chapter 683A and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.
3. If submitting a Bid Bond it shall be written on either a standard Bid Bond form or the enclosed form (Bid Attachment 1), and the attorney-in-fact who executes the Bond on behalf of the surety shall affix to the Bond a certified and current copy of his/her power of attorney.
4. The OWNER will have the right to retain the Bid security of BIDDERS to whom an award is being considered until either (a) the bonds and insurance have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

Instructions to Bidders

Bid No. 2019-10

Trauma ICU Renovation

5. Should this Bid contain Lots, the BIDDER may choose to provide a Bid security in the form of a Cashier's Check, Certified Check or Money Order, a separate check or Money Order for EACH LOT submitted. If the BIDDER elects to provide a Bid security in the form of a Bid Bond, it may be issued for five percent (5%) of the aggregate amount of all Lots submitted.

8. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of the BIDDER, the Bid Number, and the Project Title in the upper left-hand corner. No responsibility will attach to the OWNER, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a bid which is not properly addressed and identified

The following are detailed delivery instructions for bids:

HAND DELIVERY

UMC – Contracts Management
Delta Point Building
901 Rancho Lane, Suite 265
Las Vegas, Nevada 89106

U.S. MAIL DELIVERY

UMC
Attn: Contracts Management
1800 West Charleston Blvd.
Las Vegas, NV 89102
UMC

EXPRESS DELIVERY

UMC – Contracts Management
Delta Point Building
901 Rancho Lane, Suite 265
Las Vegas, Nevada 89106

Regardless of the method used for delivery, the BIDDER shall be wholly responsible for the timely delivery of its bid. FAXED OR ELECTRONICALLY SUBMITTED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

Bids are time-stamped upon receipt. Bids submitted must be time-stamped no later than 2:00:00 p.m. on the bid opening date. Bids time-stamped after 2:00:00 p.m., based on the time clock at the OWNER Ambulatory front desk will be recorded as late, remain unopened and be formally rejected. Overnight Mail must use the 89106 zip code. BIDDERS and other interested parties are invited to attend the bid opening.

9. WITHDRAWAL OF BID

A. **Before Bid Opening:**

BIDDERS may request withdrawal of a submitted, sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted in writing to the Authorized Representative.

B. **After Bid Opening:**

The OWNER may allow a BIDDER intended for award to withdraw its bid during the firm offer period due to a mistake of fact on the part of the BIDDER or its employee(s) in preparing its bid. Such BIDDER, upon discovery of the mistake, must immediately notify the OWNER in writing of such mistake. The notice to the OWNER must include: (1) a request to withdraw its bid, (2) a detailed description of the exact nature of the mistake, (3) an explanation of exactly how and why the mistake occurred, (4) and an explanation of the corrective action that was, or will be implemented by the BIDDER to eliminate the possibility of future mistakes. If the above requested information is not adequately provided to the OWNER's satisfaction, the BIDDER shall be prepared to meet with the OWNER within 24 hours of notification by the OWNER to further review the BIDDER's request for withdrawal of its bid. In any case of a withdrawal, OWNER may require that BIDDER forfeit its bid security to the OWNER.

10. TIE-BIDS

A tie-bid is defined as an instance where bids are received from two or more BIDDERS who are the low BIDDERS, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and OWNER can justify awarding to the BIDDER with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the Instructions to BIDDERS. When a drawing is necessary, the BIDDERS involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

11. EVALUATION OF BIDS AND AWARD

A. **Line Item Total Prices/Evaluation**

The BIDDER shall quote a total price for each line item; low bid will be defined as the lowest sum of these total prices. Mathematical errors in the line item Bid Schedule shall be corrected by OWNER. For purposes of progress payments and change orders, the OWNER will divide the item total by the estimated quantity contained in the Bid Form to arrive at a unit price (rounded down to the truncated cent). If there is no cost for a line item, the BIDDER will enter a "0" or write the words "NO COST." A BIDDER who fails to quote a total

price for each line item or modifies/changes any elements within its Bid Form may be deemed non-responsive and their bid rejected.

B. Award: Unit Prices

In the event there are unit price bid items provided in the Bid Form, and the total indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the total will be corrected accordingly. Mathematical errors in the Bid shall be corrected by OWNER. A BIDDER who fails to quote a unit price for all items may be deemed non-responsive due to an incomplete bid. If there is no cost for a unit price, the BIDDER shall enter a "0" or write the words "NO COST."

C. Intent to Award

The OWNER will issue a formal letter of Intent to Award to the low responsive responsible and/or best BIDDER. The BIDDER shall utilize this letter to obtain the bonds required by NRS 339.025. This statute requires that before any Public Works contract is awarded and becomes binding, the BIDDER shall furnish bonds and insurance.

D. Award Determination

All responsive and responsible bids received are considered firm offers for 120 calendar days after the date of bid opening and may be considered for award. Award shall be made to the lowest responsive, responsible and/or best BIDDER, based upon the Total Bid Amount. BIDDERS must quote all items and agree to provide the bonds and insurance specified herein to be responsive and considered for award.

The determination of award may involve all or some of the following factors: price; BIDDER preference, if applicable; conformity to specifications; financial ability to meet the contract; previous performance; facilities and equipment; experience; and other objective and accountable factors which are reasonable and in accordance with the requirements of the Nevada Revised Statutes.

Rejection of bid(s) may be recommended to the Governing Body for any of (but not limited to) the following causes:

1. Failure to use the Bid Form(s) furnished by the OWNER.
2. Lack of signature by an authorized representative on the Bid Form(s).
3. Failure to properly complete the Bid Form(s).
4. Evidence of collusion among BIDDERS.
5. Omission of Bid Security, in an acceptable form.
6. Unauthorized alteration of Bid Form(s).
7. Failure to fill out the Disclosure of Ownership/Principals form.
8. Reports of poor performance on previous contracts.
9. Evidence of Federal Debarment in accordance with the provisions of Nevada Revised Statutes, Chapter 338.017, Section 1, Paragraph 2.

OWNER reserves the right to waive any minor informality or irregularity.

E. Disclosure of Ownership/Principals

Any BIDDER recommended for award of a contract by the Board of County Commissioners is required to provide the information on the attached "Disclosure of Ownership/Principals" form. The form must be submitted to the OWNER within 24 hours after request. Failure to fill out the subject form by the BIDDER shall be cause for rejection of the bid.

F. Award of Contract

This bid will not be awarded or considered entered into, until the Governing Body or its authorized representative has authorized the award and the SUCCESSFUL BIDDER has properly executed and submitted the required proof of insurance, the required bonds, and any other required submittals. Upon receipt of these required documents, in acceptable form, the Contract is considered binding, and the Contracts Specialist or her/his designee will issue an Award Letter. The bid will then become a binding contract.

12. SCHEDULE OF VALUES

By 12:00 Noon the next working day after the bid opening, the three (3) lowest BIDDERS for the Total Base Bid amount must submit a Schedule of Values on the attached form, of the various portions of the work, aggregating the base bid amount, shall be divided so as to facilitate payments in accordance with the contract documents.

Following are detailed delivery instructions for **Schedule of Values**:

***Note: Subject line of the E-Mail must provide the Bid No., Project Description, and Name of Attachment**

HAND DELIVERY

UMC – Contracts Management
Delta Point Building
901 Rancho Lane, Suite 265
Las Vegas, Nevada 89106

E-Mail DELIVERY

frances.heiy@umcsn.com
*reference above note

13. BONDS AND INSURANCE REQUIREMENTS

The SUCCESSFUL BIDDER shall obtain the bonds and maintain through the contract term the insurance coverage required in Exhibit C, incorporated herein by this reference. The SUCCESSFUL BIDDER shall comply with the terms and conditions set forth in Exhibit C. The cost of the insurance coverage shall be included in the bid amount.

BIDDERS are strongly urged to fax the bonds, insurance, and insurance certificate to their respective agents before the bid opening. The SUCCESSFUL BIDDER must provide these within ten (10) business days from date of Owner's written request for insurance. Owner will assess the liquidated damages for submission of incorrect documents that are not corrected and returned by the tenth business day.

- A. Insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.
- B. The SUCCESSFUL BIDDER shall provide all submittals requested in this section within ten (10) business days. If the SUCCESSFUL BIDDER does not provide the submittals on or before the tenth business day, or fails to keep the bonds or insurance policies in effect or allows them to lapse, the SUCCESSFUL BIDDER will pay to the OWNER the amount of **\$100.00** per day as liquidated damages.

14. PROTESTS

Any BIDDER who bids on a contract may file a written protest regarding the awarding of contract with the OWNER within five (5) business days after the recommendation to award a contract is issued by the OWNER or authorized representative. The protest must include a written statement setting forth the specific reasons the BIDDER submitting the protest believes the applicable provisions of the law were violated. The BIDDER filing the protest shall be required, at the time the protest is filed, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashier's check, money order or certified check, to the OWNER who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:

- A. 25% of the total value of the base bid submitted by the BIDDER filing the protest; or
- B. \$250,000.

The protest filed in accordance with these provisions operates as a stay of action in relation to the award of this contract until a determination is made by the Governing Body on the protest.

An unsuccessful BIDDER may not seek any type of judicial intervention until the Governing Body has made a determination on the protest and awarded the Contract.

Neither the Governing Body nor the authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a BIDDER, whether or not the person files the protest pursuant to this clause.

If the protest is upheld, the bond posted or other security submitted with the protest must be returned to the BIDDER who submitted the protest. If the protest is rejected a claim may be made against the bond or other security by the OWNER in an amount equal to the expenses incurred by the OWNER because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the BIDDER who posted the bond or submitted the security.

15. REJECTION OF BID

OWNER reserves the right to waive any informality or irregularity in any bid received, to reject any and/or all bids, and to rebid.

16. FEDERAL, STATE, LOCAL LAWS

All BIDDERS, the successful BIDDER, Subcontractors and any other person(s) who provides labor, equipment, materials, supplies or services for the public work, shall comply with the requirements of all applicable federal, state, and local laws relative to jurisdiction for conducting business in Clark County including, without limitation, any applicable licensing requirements, labor and health laws, requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work, and including NRS 338 as amended, if applicable. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

17. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.820 evidence of agreement or collusion among BIDDERS and prospective BIDDERS acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such BIDDERS void.

Advance disclosures of any information to any particular BIDDER which gives that particular BIDDER any advantage over any other interested BIDDERS, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

18. RESPONSIBILITY OF CONTRACTOR

- A. It is understood that in the performance of the services herein provided for, BIDDER shall be, and is, an independent Contractor, and is not an agent, representative or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Further, BIDDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by BIDDER in the performance of the services hereunder. BIDDER shall be solely responsible for, and shall indemnify, defend and hold OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. BIDDER shall be fully and solely responsible for safety and health conditions for conducting all operations under this contract and at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. BIDDER shall continually and diligently inspect all equipment, materials and work to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions BIDDER shall furnish all safety equipment, supplies and instructions required for the work and enforce the proper use of such by its employees, agents, subcontractors and any and all sub-tier levels and suppliers. BIDDER shall notify the OWNER in writing of the name of their assign employee responsible for safety and health including a twenty-four-hour telephone number prior to commencement of work. BIDDER shall comply with all requirements of Nevada Revised Statute Chapter 618, Occupational Safety and Health, Nevada Administrative Code Chapter 618 and have established an **active** Safety Program in accordance therewith.
- C. BIDDER acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; the OWNER may declare the BIDDER in breach of the Contract, terminate the Contract, and designate the BIDDER as non-responsible.
- D. BIDDER acknowledges that BIDDER and any Subcontractors, agents or employees employed by BIDDER shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of BIDDER or any of its officers, employees or other agents.
- E. The BIDDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the BIDDER, their principals, officers, employees, agents, Subcontractors and suppliers required to complete this Contract. In performing the specified services, BIDDER shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of the BIDDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. BIDDER will not produce a work product that violates or infringes on any copyright or patent rights. The BIDDER shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the OWNER of any products or services furnished by BIDDER shall not in any way relieve the BIDDER of responsibility for the professional quality and technical

accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of BIDDER's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and BIDDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by BIDDER's performance or failures to perform under this Contract.

- G. BIDDER shall appoint a qualified employee who will manage the performance of services, should this employee be unable to complete his or her responsibility for any reason, the BIDDER will immediately replace him or her with a qualified person and inform the OWNER in writing.
- H. As built drawings and related specifications shall become and remain the property of the OWNER. Copies of the drawings and specifications retained by the OWNER may be utilized only for its use and for occupying and maintaining the project for which they were prepared, and not for construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by BIDDER during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have the right to reproduce all non-copy write protected documentation supplied pursuant to this Contract.
- I. The BIDDER agrees that its officers, employees, Subcontractors and suppliers will cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- J. The BIDDER agrees to provide the information on the attached "Disclosure of Ownership/Principals" form prior to any contract award by the Board of County Commissioners.
- K. The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

19. RESPONSIBILITY OF OWNER

- A. The OWNER agrees that its officers, employees, and contracted firms will cooperate with BIDDER in the performance of services under this Contract and will be available for consultation with BIDDER at such reasonable times with advance notice as to not conflict with their other responsibilities and in accordance with the communication methodology defined by the OWNER.
- B. Owner's Departmental Responsibilities:
 - 1. The OWNER's Contract Management Department will administer the bid solicitation, pre-bid conference, issue addenda, bid opening, bid protest, evaluation, Nevada State Contractors Board license compliance, no evidence of debarment in the Federal System of Award Management, bonds and insurance, Notice of Award of contract, and obtainment of governing body approval of fully executed change order(s), subcontractor substitutions, assignment of contractual rights, and any Notice to Remedy and Contract Termination. The OWNER's departmental representative assigned to administer the contract with the design professional (Architect/Engineer) shall review and approve all documents prior to presenting them to the Contracts Management Division for advertising a notice to bid and prior to release of a formal addendum.
 - 2. Upon the issuance of a written Notice of Award, the services performed by BIDDER under this Contract shall be subject to contract administration for compliance with the terms of this Contract by OWNER's departmental representative assigned at the preconstruction meeting and/or as instructed in the written Notice to Proceed. OWNER's departmental representative shall provide all contract administration including issuance of the written Notice to Proceed for commencement of work/services, substitutions ("or equal"), coordination with design professional and construction management firm, progress payment evaluation(s), invoice approval, payments and retainage, surety performance inquiries, negotiations and signature authority for change order(s), punch list(s), Notice of Substantial Completion, warranty inspections, corrective action notices, project conflicts, disputes, mediation demands. Additionally, shall administer and coordinate the OWNER's design professional, construction management firm or other OWNER contracted firm(s). OWNER's departmental representative responsibilities under this Contract may be delegated to appropriate staff members or a third party firm, and shall notify the BIDDER in writing before the effective date of each such delegation.
- C. The review comments of OWNER's representative may be reported in writing as needed to BIDDER. It is understood that OWNER's representative's review and oral comments do not relieve BIDDER from the responsibility for the timely completion, professional quality and technical accuracy of all work delivered under this Contract unless modified through a formal written change order(s) approved by the governing body.

Instructions to Bidders

Bid No. 2019-10

Trauma ICU Renovation

- D. OWNER staff (including but not limited to those) from Contracts Management, Plant Operations, and/or their contracted staff will perform unscheduled site visits to validate that the workers performing any electrical and/or plumbing work are in compliance with requirements of the Building Administrative Code, Chapter 22.2.

20. DISCLAIMER

The prospective BIDDER is responsible for obtaining all addenda, correspondence, and any other documentation issued by OWNER. OWNER is not responsible for the accuracy or completeness of any documentation the BIDDER receives from **any source** other than OWNER's Contracts Management Division.

GENERAL CONDITIONS

BID NO. 2019-10
TRAUMA ICU RENOVATION

SECTION 1: GENERAL

1.1 NOTICE(S) TO PROCEED

A. **Notice to Proceed (for Work)**

After receipt of all required post-bid bonds and proof of insurance, and any other required post-bid submittals, the Contracts Management Division will issue a Notice of Award which authorizes the BIDDER to immediately execute the required contracts with equipment and material supplier(s), required Subcontractors, and apply for and obtain any necessary permits. The Plant Operation Department shall issue a Notice to Proceed to commence the work.

1.2 TIME: COMPLETION OF PROJECT

- A. Time is of the essence and failure to meet the specified time to complete the work to be performed shall constitute a breach of the Contract and may result in termination of the Contract. By executing the Contract, BIDDER confirms that the Contract completion date or contract time is a reasonable period for completing the Work. BIDDER shall proceed expeditiously with adequate forces to achieve final completion within the stipulated Contract completion date or contract time.

Except in exceptional circumstances, delays caused by suppliers, subcontractors at any tier shall be considered to be within the control of BIDDER. Should BIDDER require additional time to complete the Work, BIDDER shall document the reasons therefore and request an extension of time at the time the alleged delay occurs. Failure to notify OWNER of any delay as provided in this Section shall preclude BIDDER from subsequently claiming any damages due to said delay. Requests for extensions of time shall be submitted as a Change Order request to OWNER for OWNER's consideration

- B. The Successful BIDDER, upon becoming the awarded BIDDER, shall commence the work to be performed on the date set by the OWNER's departmental representative in the written Notice to Proceed, continuing the work in accordance with the approved schedule and shall complete the entire work within **182 calendar days** from the date specified in the Notice to Proceed. Further, separable portions of the work may be subject to milestone or specific dates as established in this document. The BIDDER shall complete all work or separable portions of work in accordance with specified milestones or specific dates and in accordance with these specifications. Any costs associated with the overtime, which may be required to complete the project in time, and/or milestones specified shall be solely the responsibility of the BIDDER and shall have been included in the bid amount(s).

1. In addition, where applicable, reference to time shall be in accordance with Section 108, "Prosecution and Progress" of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

2. The time specified above represents no overtime requirement. The scheduling of overtime for this project is solely the responsibility of the BIDDER. The OWNER is not responsible for any additional costs related to overtime work performed.

C. **Contractor's Performance of Work**

The BIDDER shall perform all work as may be necessary to complete the contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, tools, labor or incidentals necessary to complete the work in the best possible and most expeditious manner.

D. **Liquidated Damages**

1. In case of failure on the part of the BIDDER to complete the work within the time(s) specified in the Contract, or with such additional time(s) as may be granted by formal change order, or if the Contractor fails to perform the work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the contract or any extensions thereof, the Contractor shall pay to the Owner, as liquidated damages, the sum of **\$100.00** for each calendar day of delay until the work is complete, together with any increased costs incurred by the Owner in completing the work.

2. **Owner's Recovery of Bidder's Preference Liquidated Damages**

If the OWNER determines that the BIDDER has failed to comply with a requirement certified in its Public Works Bidder's Preference Affidavit, the OWNER may seek to recover by civil action Liquidated Damages for material breach of the contract in the amount of one percent (1%) of the contract price.

1.3 PERMITS AND FEES

The BIDDER shall determine and secure and pay for all fees and permits which may include, but not be limited to the following: building permit; plan check fee; dust control permit; sanitation/sewer; storm water pollution, water; tortoise; and other permits, connection and governmental fees; licenses; and all special inspections necessary for proper execution and completion of the work, unless otherwise specified. BIDDERS shall direct questions to the designated contacts specified in the Instructions to BIDDERS.

1.4 UTILITIES

The BIDDER shall, at its expense, arrange for, develop and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by BIDDER at no additional cost to the OWNER, unless otherwise specified in this bid document.

1.5 STANDARDS AND CODES

- A. Wherever references are made in the Contract to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply to the work of the project, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.
- B. Where applicable, reference to the Uniform Standard Specifications shall mean the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition and revisions thereof, excluding Sections 102 and 103 of Division One, and/or the latest adopted Editions of the Uniform Building Code, Plumbing Code, Electrical Code, Fire Code, and Mechanical Code.
- C. In case of conflict among any of the above referenced Specifications standards and codes, or between any referenced standards and codes and the Specifications, reference is made to Section 105, Subsection 105.04 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Current Edition, and revisions thereto, unless otherwise specified in the General Conditions.

1.6 TAXES

BIDDER shall pay all taxes, levies, duties and assessments of any nature that may be applicable to any work under this Contract. The contract amount and any approved change orders amounts shall include all taxes imposed by law. BIDDER shall make any and all payroll deductions required by law. BIDDER herein indemnifies and holds the OWNER harmless from any liability regarding any and all such taxes, levies, duties, assessments and deductions.

1.7 ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the BIDDER will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without prior written consent of OWNER and any sureties.

1.8 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

- A. The bidding and contract documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by the BIDDER. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of a discrepancy, the following precedence will govern:
 - 1. Permits required by law from other agencies, and/or the County, issued to the BIDDER, and/or the County.
 - 2. Change orders, supplemental contracts and amended contracts.
 - 3. Instructions to BIDDERS, including any addenda.
 - 4. General Conditions, including any addenda.
 - 5. Special Provisions, including any addenda.
 - 6. Contract Drawings, including any addenda.
 - 7. Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, current edition, and all revisions through date of advertisement.

8. Uniform Standard Drawings for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, and all revisions through date of advertisement.
- B. Notwithstanding the above, if a permit provision conflicts with a provision in items 2-8, above, the more stringent provision controls.
- C. Notwithstanding the above, a change order, supplemental agreement or amended agreement takes precedence over a more stringent permit if the permitting agency approves in writing.
- D. Notwithstanding the above, in the event of a conflict between addenda, the more recent addenda controls.
- E. Notwithstanding the above, approved revisions to contract drawings, specifications and drawings will take precedence over items 5, 6, 7 and 8 respectively. Detailed contract drawings shall have precedence over general plans.
- F. The BIDDER shall not take advantage of any apparent error or omission in the contract drawings or specifications. In the event the BIDDER discovers such an error or omission, the BIDDER shall immediately notify the OWNER. The OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

1.9 INDEMNITY

- A. Notwithstanding the insurance coverage required herein, BIDDER hereby indemnifies and shall defend and hold harmless OWNER, its officers, employees, agents and, if applicable, its construction manager, its officers and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses whatsoever of any kind or nature whether arising before or after completion of the work hereunder and in any manner directly and indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive by BIDDER, or anyone contracted with or acting under its direction or control, or in its behalf in connection with or incident to the performance of this Contract.

BIDDER's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the parties indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct of the parties indemnified or held harmless.

- B. BIDDER agrees to indemnify, defend, and hold harmless the OWNER, its officers and employees, from any and all claims by BIDDER's employees or its subcontractors' employees, for work-related injuries arising out of the performance of the contract.

1.10 ADA REQUIREMENTS

All work performed or services rendered by the successful BIDDER must comply with the Americans with Disabilities Act standards and any subsequent revisions adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines. It shall be the responsibility of the successful BIDDER to advise the OWNER should the OWNER's requirements not meet the appropriate accessibility standards.

1.11 AUDITS

The performance of this contract by the BIDDER is subject to review by the OWNER to insure contract compliance. The BIDDER agrees to provide the OWNER any and all information requested that relates to the performance of this contract. All requests for information shall be in writing to the BIDDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract.

SECTION 2: MATERIALS:

2.1 PATENT INDEMNITY

- A. BIDDER hereby indemnifies and shall defend and hold harmless OWNER, its officers, employees, agents and, if applicable, its construction manager, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER and its construction manager, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by BIDDER, or out of the processes or actions employed by, or on behalf of BIDDER in connection with the performance of the contract. BIDDER shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER or its construction manager; provided that OWNER or its construction manager shall have notified BIDDER upon becoming aware of such

claims or actions, and provided further that BIDDER's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its construction manager.

- B. BIDDER shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

2.2 SUBSTITUTIONS ("OR EQUAL")

A. Policy

1. Prior to proposing any substitute material, product, or service, BIDDER shall satisfy itself that the material, product, or service proposed is, in fact, equal to that specified. BIDDER may only request a substitution if a material or product will fit into the space allocated, affords comparable ease of operations, maintenance and service, that the appearance, and longevity is equal to or better than the material or product specified; or that the substitution of such material, product, or service by reason of cost savings, reduced construction time, or similar demonstrable benefit will be in OWNER's interest.
2. The burden of proof of equality of a proposed substitution for a specified material, product, or service shall be upon BIDDER. BIDDER shall support its request with sufficient test data and other means to permit OWNER to make a fair and equitable decision on the merits of the proposal. BIDDER shall submit drawings, samples, data and certificates for proposed substitute materials. Any material, product, or service by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. OWNER will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.
3. Approval of a substitution shall not relieve the BIDDER from responsibility for compliance with all requirements of the Contract. BIDDER shall bear the expense for any changes in other parts of the work caused by any substitutions.
4. Materials, products or service proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of the specific material, product or service.
5. Substitutions will not be permitted in those instances where the product is intended to accommodate artistic design, specific function, or economy of maintenance.

B. Procedure

Should the BIDDER wish to use any material, product, or service other than those specified by brand or trade name, it shall, within **ten (10) calendar days** after award of the contract, submit to the Architect or Engineer, a written request for substitution accompanied by all data necessary for the Architect or Engineer to determine whether the requested substitution is equal to the specified material, product, or service. If the BIDDER fails to submit written requests within **ten (10) calendar days** after the award of the contract, no substitutions will be allowed. The submission of a request to substitute a material, product, or service gives rise to no obligation on the part of the OWNER to accept such substitute, or on the part of the Architect or Engineer to determine such substitute to be the equal of that specified.

The Architect or Engineer will have a reasonable amount of time to review requests for substitution and make a recommendation to the OWNER. Should the substitute be acceptable to the OWNER, an authorization will be written allowing the provision of the substitute material, product, or service. No substitution will be allowed which will increase the Contract amount.

2.3 DELIVERY, UNLOADING AND STORAGE

BIDDER shall receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet OWNER's approval. Materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by BIDDER.

2.4 INVOICING

Invoices are to be sent within thirty (30) calendar days of completion of the work. Payment of invoices will be made within sixty (60) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative.

In accordance with NRS 244.250, OWNER shall not provide payment on any Invoice SUCCESSFUL BIDDER submits after six (6) months from the date successful BIDDER performs, services, provide deliverables or milestones.

All Invoices shall include the following information:

- A. Company Name
- B. Complete Address (including street, city, state and zip code)
- C. Telephone Number
- D. Contact Person
- E. Purchase Order Number
- F. Bid Number
- G. Itemized Pricing
- H. Company's Invoice Number

SUCCESSFUL BIDDER is responsible to ensure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form.

2.5 PAYMENT OF MATERIAL

- A. At the discretion of the OWNER, payment for materials on hand may be made when a paid invoice is presented to the Architect/Engineer for inclusion with the estimate, provided the materials meet the requirements of the plans and specifications, and are stored under acceptable storage conditions. Payment for materials on hand does not alter the responsibility of the BIDDER for all materials until final acceptance of the work.
- B. If materials are not specifically purchased for the work, but are taken from the BIDDER's stock, then in lieu of invoices, there shall be submitted to the OWNER statements accompanied by an affidavit of the BIDDER, certifying such materials were taken from its stock and the price and transportation claimed represent the actual cost to the BIDDER.
- C. It is understood and agreed that the transfer of title to and the OWNER's payment of such stored or stockpiled material shall in no way relieve the BIDDER of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

2.6 WARRANTY

- A. Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any work covered by the contract shall be new, and where grade is not specified, shall be of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to OWNER. Unless otherwise provided in the contract, BIDDER warrants all equipment, materials, and labor furnished or performed under this contract against defects in design, materials (unless furnished by OWNER), and workmanship for a period of **12 months** (unless longer guarantees or warranties are provided for in the contract in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the same were furnished or performed by BIDDER or by any of its subcontractors of any tier. Upon receipt of written notice from OWNER of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by BIDDER at a time acceptable to OWNER.
- B. BIDDER shall perform such tests as OWNER may require verifying that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal of any barrier, necessary to gain access, shall be borne by BIDDER.
- C. BIDDER warrants such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of 12 months from and after date of acceptance thereof. Should BIDDER fail to promptly make the necessary redesign, repair, replacement, and tests, OWNER may perform or cause to be performed the same at BIDDER's expense. BIDDER and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein.

SECTION 3: LABOR

3.1 PREVAILING WAGES

- A. This is a prevailing wage project.

- B. The BIDDER and Subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090. The BIDDER shall ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the contract totals \$100,000 or more. BIDDERS are responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: www.labor.nv.gov or by calling (702) 486-2650. Per NAC 338.040, after a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the duration of the project. **Please note that if a change order causes a contract to exceed \$100,000, the OWNER will audit the entire contract period.**
- C. In accordance with NRS 338.013.3, the BIDDER shall report to the Labor Commissioner and the OWNER the name and address of each subcontractor performing work on the project within ten (10) days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.
- D. In accordance with NRS 338.060 and 338.070, the BIDDER shall forfeit as a penalty to the OWNER, amounts specified in NRS 338.060, for each calendar day or portion thereof that each workman employed on the OWNER's project is paid less than the designated rate for any work done under the contract by the BIDDER or any Subcontractor under it. If the BIDDER or any Subcontractor on the project fails to submit the certified payroll reports to the OWNER within **fifteen (15) calendar days** after the end of the month, the BIDDER shall forfeit as a penalty to the OWNER, amounts specified in NRS 338.060, for each calendar day or portion thereof for each workman employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of the BIDDER's business to determine the amount per worker per day to be imposed. Any BIDDER or Subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, if applicable, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, the Prime Contractor shall reimburse OWNER for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorneys' fees.
- E. In accordance with NRS 338.070, BIDDER and each Subcontractor shall keep or cause to be kept:
1. An accurate record showing for each worker employed by the BIDDER or Subcontractor;
 - a) The name of the worker;
 - b) The occupation of the worker;
 - c) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
 - d) The actual per diem, wages, and benefits paid to the worker; and
 2. An additional accurate record showing for each worker employed by the BIDDER or Subcontractor who has a driver's license or identification card;
 - a) The name of the worker;
 - b) The driver's license or identification card number of the worker; and
 - c) The state or other jurisdiction that issued the license or card.

The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by the OWNER. The BIDDER, and all Subcontractors, shall ensure that a copy of each record for each calendar month, together with a cumulative summary of the percentage of workers that hold a valid driver's license or identification card issued by the State of Nevada, is received by the OWNER no later than fifteen (15) days after the end of the month. The copy of the record maintained pursuant to paragraph one (1) of this section must be open to public inspection, as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph two (2) of this section is **confidential and not open to public inspection**. The BIDDER, or any Subcontractor or agent or representative thereof, doing work on the Project who neglects to comply with the terms of this provision is guilty of a misdemeanor. A copy of the records of work performed on the Project by the BIDDER and each Subcontractor shall be submitted to the OWNER at the following address:

University Medical Center of Southern Nevada
Plant Operations Department
Attn: Construction Manager
1800 West Charleston Blvd.
Las Vegas, Nevada 89102

Attached are sample forms that may be used to document the above required information.

Two years after Project's final payment is made by the OWNER; the records in OWNER's possession may be destroyed.

- F. **The BIDDER shall comply with the requirements of NRS 338.020 and post in a generally visible place to the Workmen, the Nevada Prevailing Wage Rates and all addenda.**
- G. **Certified Payroll Reports:** Pursuant to NRS 338.070, on any public work contract awarded for more than \$100,000, the Contractor and each Subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem wages and benefits paid to each workman employed by it in connection with the public work.

Each BIDDER and every lower-tier subcontractor will be required to submit certified payrolls and other labor compliance documentation electronically at the discretion of and the manner specified by OWNER. This requirement will be 'flowed down' to every lower-tier subcontractor and supplier/vendor required to provide labor compliance documentation.

The BIDDER and each Subcontractor are required to submit a copy of the record for each calendar month to the OWNER **no later than fifteen (15) calendar days** after the end of the month for the purposes of public inspection. BIDDER shall be responsible for coordinating the submittal of all the certified payroll reports for the project, including its reports and the reports of all the subcontractors who are performing work on the project. A BIDDER shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from the BIDDER by the public body because the BIDDER failed to submit certified payroll reports within **fifteen (15) calendar days** after the end of the month if the Subcontractor provided certified payroll reports to the BIDDER within **ten (10) calendar days** after the end of the month or the date agreed upon by the BIDDER and Subcontractor. The BIDDER shall submit the OWNER's copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project.

Certified Payroll Reports will be available for public viewing. The Manager of Facility Maintenance may be contacted at (702) 383-2301 to view the reports.

For Certified Payroll Submissions pertaining to this project please note contact information below:

Name: Tamera Hone
Email: tamera.hone@umcsn.com
Phone: 303-671-1092

3.2 STATE OF NEVADA LEGAL HOLIDAYS

The BIDDER is advised that below there are ten (10) firm legal holidays and eleven (11) when December 31st falls on Friday.

Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veteran's Day
Thanksgiving Day and the Friday After
Christmas Day
New Year's Day

BIDDER is required to verify dates with OWNER's representative prior to commencement of the Project.

3.3 COPELAND ANTI-KICK BACK ACT

The BIDDER shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each BIDDER or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

3.4 EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, the SUCCESSFUL BIDDER agrees that it will not employ unauthorized aliens in the performance of this contract.

3.5 NON-DISCRIMINATION / FAIR EMPLOYMENT PRACTICES

- A. Discrimination:

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The SUCCESSFUL BIDDER acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. The SUCCESSFUL BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the OWNER may declare the SUCCESSFUL BIDDER in breach of the contract, terminate the contract, and designate the SUCCESSFUL BIDDER as non-responsible.

B. Fair Employment Practices:

In connection with the performance of work under this contract, the BIDDER agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreement shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The BIDDER further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by a BIDDER shall constitute a material breach of this Contract.

3.6 PREFERENTIAL EMPLOYMENT

All BIDDERS shall comply with the preferential employment provisions of NRS 338.130 for public works contracts. This law requires that, when the qualifications of applicants are equal, that preference be given: First, to honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; second, to other citizens of the State of Nevada. If the provisions of NRS 338.130 are not complied with by the BIDDER, this contract is void, and any failure or refusal to comply with any of the provisions of NRS 338.130 renders this contract void.

3.7 SUBCONTRACTOR/INDEPENDENT CONTRACTOR

A. BIDDER represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. BIDDER shall act as an independent Contractor and not as the agent of OWNER in performing the Contract. The BIDDER shall maintain complete control over its employees and all of its Subcontractors. Nothing contained in this Contract or any subcontract awarded by BIDDER shall create any contractual relationship between any such Subcontractor and OWNER. BIDDER shall perform all work in accordance with its own methods subject to compliance with the Contract.

B. Any subcontract entered into by the BIDDER and its Subcontractor or Material Supplier shall not create any contractual relationship between the OWNER and Subcontractor or Material Supplier. It is the BIDDER's responsibility to ensure all subcontract agreements and material supply contracts comply with the terms and conditions set forth in this Contract and applicable Statutes. If the BIDDER submitted with its Bid a signed and notarized Affidavit, the BIDDER must include in each contract between the BIDDER and Subcontractor the apportionment of Bidder's Preference Liquidated Damages assessed (General Conditions Section 1.1.2(D)).

3.8 REPORTING OF ALLEGED VIOLATIONS OF THE LAW

The BIDDER should have a written policy that protects employees from retaliation for reporting alleged violations of the law.

3.9 LABOR STRIFE

The BIDDER shall not cause or condone labor strife that may jeopardize the timely and efficient completion of public construction projects.

3.10 ELIGIBILITY FOR PREFERENCE IN BIDDING

The OWNER shall award the Contract to the BIDDER who submits the best Bid as defined by NRS 338.147 and, in doing so will consider the BIDDER's eligibility for a bidding preference as defined by NRS 338.147. Eligibility for the preference will be established if the BIDDER, at the time of Bid: 1) submits a valid certificate of eligibility from the State Contractor's Board; and 2) submits the "Affidavit Pertaining to Preference Eligibility" form, attached hereto as Attachment No. 3, within 2 hours after the completion of the opening of the Bid by the OWNER, included as part of the Bid Documents and hereafter incorporated into the Contract. A person who submitted a bid on the public work or an entity who believes that the BIDDER who was awarded the contract for the public work is not entitled to receive preference in bidding on public works under Nevada Law may: 1) challenge the validity of the certificate of eligibility by filing a written objection with the OWNER in compliance with NRS 338.147 (13) within three (3) business days after the Bid opening; or 2) file a written objection with the OWNER setting forth proof or substantiating evidence to support the belief that the BIDDER has failed to comply with NRS 338.147. In evaluating an objection to the certificate of eligibility, the OWNER shall comply with the requirements of NRS 338.147 (14).

3.11 BIDDERS RECEIVING PREFERENCE

- A. If the BIDDER submitted, within two (2) hours after the completion of the opening of the Bid, a signed and notarized "Affidavit Pertaining to Preference Eligibility" form, and fails to comply with any of the requirements certified in the Affidavit, such failure is a material breach of the Contract and entitles the OWNER to liquidated damages in the amount of one percent (1%) of the Contract Price.
- B. A person who submitted a Bid who believes that the BIDDER that obtained a preference bidding by submitting within two (2) hours after the completion of the opening of the bids a signed and notarized Affidavit has failed to comply with a requirement certified in the Affidavit, may file a "written objection" with the OWNER that sets forth proof or substantiating evidence to support the belief of the person or entity that the BIDDER has failed to comply.
- C. If the OWNER receives a written objection from a person who submitted a Bid a BIDDER who submitted an Affidavit within two (2) hours after the completion of the opening of the bids has failed to comply with a requirement certified in the Affidavit, the OWNER shall determine whether the objection is accompanied by the required proof or substantiating evidence. If the OWNER determines that the objection is not accompanied by the required proof or substantiating evidence, the OWNER shall dismiss the objection. If the OWNER determines that the objection is accompanied by the required proof or substantiating evidence or if the OWNER on its own initiative determines that the required proof or substantiating evidence exists, the OWNER shall determine that the BIDDER has failed to comply with a requirement certified in his or her Affidavit, the OWNER may seek to recover by civil action liquidated damages for material breach of the Contract in the amount of one percent (1%) of the Contract Price.
- D. If the BIDDER submitted within two (2) hours after the completion of the bid opening of the Bid, a signed and notarized Affidavit, the BIDDER must:
 - 1. Each Contract between the BIDDER and a Subcontractor must provide for the apportionment of liquidated damages to be assessed if a person other than the BIDDER is responsible for a breach of the Affidavit. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.
 - 2. Submit copies of the vehicle registration for all vehicles used primarily for the public work. For vehicles that are not registered in the State of Nevada, submit documentation confirming that the vehicle is registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 706.826. The documentation required by this subparagraph shall be provided no later than 30 calendar days following the first use of a vehicle on the Site and shall be supplemented as necessary during the course of the work to comply with the requirements certified by the Affidavit. Attached is a sample form that may be used to submit the documentation.
 - 3. Submit a monthly report of all Suppliers of materials used for the Project with company name and address. Report shall be submitted no later than 15 calendar days following the end of each month during the course of the Work. A report showing the information in cumulative summary form shall be provided as a condition of Final Completion.

SECTION 4: SITE SAFETY AND SECURITY

4.1 RESPONSIBILITY FOR WORK SECURITY

- A. BIDDER shall at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or damage of other means to any property. BIDDER shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, the OWNER's property, and the work site. BIDDER shall continuously inspect all its work, materials, equipment, and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions.
- B. BIDDER shall comply with all applicable laws and regulations. BIDDER shall cooperate with OWNER on all security matters and shall promptly comply with any project security requirements established by OWNER. Such compliance with these security requirements shall not relieve BIDDER of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner BIDDER's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- C. BIDDER shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to OWNER in a timely manner.

4.2 CONTRACTOR SITE RESPONSIBILITIES

- A. Unless otherwise specifically provided in the Contract, BIDDER shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by OWNER. Before BIDDER begins such work, it shall give due notice to OWNER of its intention to start such work. BIDDER shall not be entitled to any

extension of time, or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.

- B. BIDDER shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by OWNER, do not unreasonably interfere with the performance of its work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage shall be borne by BIDDER.
- C. OWNER reserves the right to permit access to the site by other contractors if necessary. BIDDER shall cooperate and coordinate with OWNER as needed.
- D. BIDDER is responsible to secure all access points so as to prevent unauthorized persons from entering the project building and project site.

4.3 CONSTRUCTION SAFETY

Neither the OWNER nor its employees, agents, Architect/Engineer or construction management firm shall be responsible for safety on the project site, including but not limited to, providing or assuring a safe place for the performance of construction, methods of construction employed by any BIDDER, subcontractor, supplier or other entity, or their partners, officers, agents, employees or volunteers or access, visits, use work, travel or occupancy by any person.

A. General

- 1. The BIDDER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The BIDDER shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- 2. In an emergency affecting the safety of life or of the Work or of adjoining property, the BIDDER shall follow the instructions of the OWNER or Consulting Architect or Engineer and, in the absence of such instruction, shall act at its discretion to prevent such threatened loss or injury.

B. Protection of Persons

- 1. The BIDDER shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby. The BIDDER shall designate a responsible member of its organization at the Project site whose duty shall be prevention of accidents.
- 2. Except as otherwise stated in the Contract Documents, if the BIDDER encounters on the Project site material reasonably believed to be asbestos, lead, or polychlorinated biphenyl (PCB), that BIDDER shall immediately stop work in the area affected and give notice to OWNER and any other appropriate entity of the condition. Work in the affected area shall not be resumed without written direction by the OWNER.

4.4 CLEANING UP

- A. BIDDER shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, BIDDER shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before final payment is made, BIDDER shall, at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and BIDDER shall leave the premises and work site in a neat, clean, and safe condition. In the event of BIDDER's failure to comply with the above requirements may be accomplished by OWNER at the BIDDER's expense.
- B. In the case of Public Works Off-Site Construction Reference to use of completed portions of the work, shall conform to Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

4.5 FIRE PREVENTION

- A. BIDDER shall comply with all Federal, State, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the BIDDER.
- B. All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden.

- C. BIDDER shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by BIDDER to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and must be knowledgeable regarding proper use.

SECTION 5: PROJECT COSTS AND WAGES

5.1 CHANGE ORDERS

The BIDDER shall comply with all provisions and conditions which are required by the Contract for change order(s) which increase the Contract amount. BIDDER represents that change order(s) will include all related costs prior to presentation to the OWNER for consideration. Retroactive change order(s) will be rejected. Work which is specifically required by the OWNER or its representative, and which is in addition to work required by the Contract, will be charged against a formal change order executed by both parties. Then the work defined shall commence as directed by the OWNER's representative. Change order(s) may not exceed 10 percent (10%) of the original Contract amount without prior approval by the Governing Body, with the following conditions:

- A. The BIDDER shall submit proposals and/or billings for materials and/or labor for all additional work requested on the following basis, and in all cases the BIDDER shall conform to the following requirements, and costs shall be limited to those set forth below:

1. Products and Materials

- a. The costs of products and materials to the BIDDER or Subcontractor, less any applicable trade discounts.
- b. Where the BIDDER supplies products and materials to the OWNER directly, the BIDDER will be allowed to add a maximum of 10 percent (10%) overhead and profit in its billing to the OWNER.
- c. Where the Subcontractor supplies products or materials to the OWNER, through the BIDDER, the BIDDER will be allowed to add a maximum of 10 percent (10%) overhead and profit for the Subcontractor, and above that, five percent (5%) overhead and profit for itself in its billing to the OWNER.
- d. The OWNER reserves the right to request copies of any invoice(s), including those from the originating supplier(s), Subcontractor(s), or manufacturer(s).
- e. No overhead and profit will be allowed on any applicable taxes.

2. Labor

- a. Where the BIDDER supplies labor to the OWNER directly, the BIDDER will be allowed to add a maximum of 15 percent (15%) overhead and profit in its billing to the OWNER.
Labor costs shall be in compliance with the prevailing wage rates as specified in Section 3, Labor, 3.1 Prevailing Wages, if applicable.
- b. Where the Subcontractor supplies labor to the OWNER, through the BIDDER, the BIDDER will be allowed to add a maximum of 15 percent (15%) overhead and profit for the subcontractor; and above that, a maximum of 10 percent (10%) overhead and profit for itself in its billing to the OWNER.
Labor costs shall be in compliance with the prevailing wage rates as specified in Section 3, Labor, 3.1 Prevailing Wages, if applicable.
- c. The OWNER reserves the right to request copies of any invoice(s) or time sheet(s) relevant to labor charged.
- d. Should a contract originally awarded for less than \$100,000 be increased over that amount through the issuance of change order(s), the BIDDER shall then comply with all provisions and requirements of the Prevailing Wage Rates and represents that change order(s) will include labor and all related costs prior to presentation to the OWNER for consideration. Retroactive change order(s) will be rejected.

5.2 RELEASE OF RETENTION

Not more than 95 percent (95%) of the amount of any progress payment must be paid until 50 percent (50%) of the work required by the BIDDER has been performed. Progress payments shall not include the Construction Conflicts and Additional Work Allowance. The amount of retention with respect to progress payments shall be five percent (5%) until the work is 50 percent (50%) complete. After the work is 50 percent (50%) complete, no further amount shall be retained from future progress payments, provided BIDDER is making satisfactory progress. In the event of

unsatisfactory progress, OWNER shall retain five percent (5%) from any progress payments. OWNER, or OWNER representative shall determine when the work is 50 percent (50%) complete.

The specified retention amount will be released following the OWNER's issuance/approval of the Notice of Completion, provided that the following conditions are met:

1. All punch list items have been completed.
2. A Certificate of Occupancy or temporary Certificate of Occupancy has been received (if applicable).
3. Final record drawings and specifications have been submitted (if applicable).
4. No known premium delinquency exists with the BIDDER's workers' compensation insurer.
5. All required documentation has been submitted to the OWNER and no request has been made to the OWNER by the Labor Commissioner, to hold retention.

The OWNER may at its discretion, withhold only the estimated portion of the retention monies needed to finish any of the five (5) uncompleted conditions as specified above, and only with written notice to the BIDDER. The difference of the retention may then be paid.

SECTION 6: PROJECT COMPLETION

6.1 USE OF COMPLETED PORTIONS OF WORK

- A. Whenever, as determined by OWNER, any portion of work performed by BIDDER is in a condition suitable for use, OWNER may initiate a certificate of substantial completion for that portion and take possession of, or use such portion.
- B. Such use by OWNER shall in no case be construed as constituting final acceptance, and shall neither relieve BIDDER of any of its responsibilities under the Contract, nor act as a waiver by OWNER of any of the conditions thereof, provided that BIDDER shall not be liable for the cost of repairs, rework or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost, or delays the completion of remaining portions of work, BIDDER shall be entitled to an equitable adjustment mutually agreed upon prior to OWNER taking possession.
- C. If, as a result of BIDDER's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to OWNER, OWNER shall have the right to continue such use until such portion of work can, without injury to OWNER, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve (12) months, unless otherwise mutually agreed upon in writing between the parties.
- D. BIDDER shall not use any permanently installed equipment unless such use is approved by OWNER in writing. Where BIDDER's written request is granted for the use of certain equipment, BIDDER shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of OWNER.
- E. If OWNER furnished an operator for such equipment, such operator's services shall be performed under the complete direction and control of BIDDER and shall be considered BIDDER's employee for all purposes other than the payment of such operator's wages, workers' compensation or other benefits paid directly or indirectly by OWNER.
- F. Use of completed portions of off-site improvements shall be done in accordance with Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

6.2 RECORD DRAWINGS AND SPECIFICATIONS

- A. Progress Records: During construction, BIDDER shall keep a marked-up, up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed.
- B. Final Records: When specified or required upon completion of work, BIDDER shall furnish to OWNER a complete set of marked-up as-builts with "RECORD" clearly printed on each sheet. OWNER, at its expense, will furnish BIDDER with drawings for mark-up by BIDDER. BIDDER shall accurately and neatly transfer all deviations from progress as-builts, to final as-builts.

6.3 TESTING, INSPECTIONS, AND FINAL ACCEPTANCE

- A. When BIDDER considers that all work under the Contract is complete, BIDDER shall inform OWNER in writing. When the results of inspection and testing satisfy OWNER that all work under the Contract is completed and in accordance with the requirements of this Contract, OWNER shall initiate the Notice of Completion process.
- B. The date of final acceptance of the project shall be the date upon which the OWNER accepts and issues a Notice of Completion for the project. Final acceptance by OWNER does not constitute a waiver of BIDDER'S liability for the Work.
- C. All warranties, guarantees and other applicable requirements designated in the Contract documents shall commence on the date of final acceptance of the project by the OWNER as defined herein except that OWNER, upon written request, may approve earlier commencement dates for system, equipment, or other specific items of work.

6.4 CONTRACT TERMINATION

A. Termination by the OWNER for Cause

1. The OWNER may terminate the Contract for Construction if the BIDDER:
 - a) Fails to maintain Bonding, Nevada State Contractor's Board License, Worker's Compensation Insurance, insurance coverage for limits as defined in the contract documents; or
 - b) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; or
 - c) Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or
 - d) Has otherwise materially breached the Contract.
2. When any of the above reasons exist, the OWNER may without prejudice to any other rights or remedies of the OWNER and after giving the BIDDER and the BIDDER's Surety, if any, **seven (7) business days** advance written notice, terminate the contract with BIDDER and may, subject to any prior rights of the Surety:
 - a) Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the BIDDER;
 - b) Accept assignment of Subcontractors pursuant to this Contract (contingent assignment of subcontracts to OWNER if Contract is terminated); and,
 - c) Finish the work by whatever reasonable method the OWNER may deem expedient.
3. When the OWNER terminates the Contract for one of the reasons stated in this section "Termination by the Owner for Cause," the BIDDER shall be entitled to receive payment only on work completed and accepted by OWNER as of that termination date.
4. If the costs of finishing the work, including expenses made necessary thereby, exceed the Contract amount, the BIDDER shall pay the difference to the OWNER. The amount to be paid to the OWNER shall survive Termination of the Contract.

B. Suspension by the OWNER for Convenience

1. The OWNER may, without cause, order the BIDDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the OWNER may determine.
2. An adjustment shall be made for increase in the cost of performance of the requirements of the Contract documents, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
 - a) That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the BIDDER is responsible; or
 - b) That an equitable adjustment is made or denied under another provision of the Contract.
3. Adjustments made in the cost of performance must have a mutually agreed fixed price.

C. Termination for Convenience by OWNER

Prior to, or during the performance of the work, the OWNER reserves the right to terminate the contract for its convenience. Upon such an occurrence, the following procedures will be adhered to:

1. The OWNER will immediately notify the Architect/Engineer and the BIDDER in writing specifying the effective termination date of the Contract.
2. After receipt of the Notice of Termination, the BIDDER shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract.
 - a) Stop all work.
 - b) Place no further subcontracts or orders for materials or services.
 - c) Terminate all subcontracts.
 - d) Cancel all material and equipment orders as applicable.
 - e) Take action that is necessary to protect and preserve all property related to this Contract which is in the possession of the BIDDER.
3. Within 180 days of the date of the Notice of Termination, the BIDDER shall submit a final termination settlement proposal to the OWNER based upon costs incurred up to the date of termination, reasonable profit on work done only, and reasonable demobilization costs. If the BIDDER fails to submit the proposal within the time allowed, the OWNER may determine the amount due to the BIDDER because of the termination and shall pay the determined amount to the BIDDER.

SECTION 7: PROJECT CONFLICTS

7.1 DISPUTES

All claims, disputes or other controversy that may arise between the OWNER and BIDDER relating to any provisions of this Contract, or its performance, which have not been waived by the making and acceptance of final payment or any progress payment, must be attempted to be resolved by the parties by informal negotiations prior to the initiation of mediation. In the event such claim, dispute or controversy cannot be resolved by informal negotiations within forty-five (45) calendar days after either party made a written request for such informal negotiations, the parties shall, pursuant to NRS 338.150, attempt to resolve the claim, dispute or controversy by non-binding mediation prior to initiating judicial action. If the claim, dispute or controversy is not resolved by non-binding mediation, then the parties may proceed with judicial action in District Court. In no way is this Contract intended or to be interpreted to require arbitration.

In the event the BIDDER files a claim in District Court, pursuant to one or more provisions of NRS 338.640, and the OWNER prevails in the Court's decision, then the BIDDER shall pay the OWNER's attorneys' fees. Further, BIDDER acknowledges that NRS 338.640 is contained within Nevada's Prompt Pay Act and, thus, fee-shifting provisions apply only to actions involving ordinary progress payments, and not claims for additional compensation or additional days beyond this contract.

The OWNER and BIDDER, in any legal proceeding, including this mediation, an arbitration or Court action, shall bear their own fees and costs. This specifically extends to any pass-through claims asserted by or on behalf of subcontractor. OWNER shall not be liable for fees or costs as an element of consequential damages.

7.2 NOTICE OF NON-BINDING MEDIATION

After the expiration of the forty-five (45) days for informal negotiations, as set forth in Item 7.1 above; either the OWNER or the BIDDER may initiate mediation by providing written notice to the other party against whom a claim, dispute or controversy is being made by submitting the following:

- A. A written demand by the party initiating the mediation that the claim, dispute, or other controversy be referred to a mediator;
- B. The names, addresses and telephone numbers of the parties;
- C. A reference to any contract provisions from which the claim, dispute or controversy arises;
- D. A complete description and a specific statement of the claim(s), dispute(s) or controversy(ies) and a showing of entitlement to relief;
- E. The relief or remedy sought and the amount of money claimed;
- F. If the BIDDER is the initiating party, a copy of the BIDDER's documents generated in preparation or determination of prices included in the bid as required by NRS 338.140(1)(d);
- G. If the BIDDER is the initiating party and if the claim, dispute or controversy is made by a subcontractor, a written statement by the BIDDER that it agrees with the merits and the amount of the claim;

- H. If the BIDDER submits a total cost or modified cost claim, dispute or controversy then the BIDDER must submit documents showing: 1) that the nature of the particular losses make it impossible or highly impractical to determine the losses with a reasonable degree of accuracy; 2) that the bid was realistic; 3) that the actual costs are reasonable; 4) that the BIDDER was not responsible for the added expenses; and 5) that the County, and not anyone else, is responsible for the additional cost; and
- I. If the BIDDER is the initiating party, it must submit the written demand of mediation to OWNER in the time period set forth in the claims presentment statute of NRS 244.250.
- J. If the BIDDER is the initiating party of the claim, dispute or controversy, the BIDDER shall certify in writing that the claim is made in good faith, that the supporting data is accurate and complete to the best of the BIDDER's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which the BIDDER believes the OWNER is liable.

7.3 SELECTION OF MEDIATOR

The mediator shall be chosen by mutual agreement of the parties.

7.4 COST OF THE MEDIATION

The fees and expenses of the independent private mediator shall be shared equally by the OWNER and BIDDER. OWNER and BIDDER shall each pay their own costs and expenses, including, but not limited to, expert and attorney fees incurred in the mediation of any claim, dispute or controversy, including, but not limited to, their own costs of preparation of and presentation of all claims prior to and through the mediation period. Neither the OWNER nor BIDDER shall be entitled to an award of interest.

7.5 LOCATION OF THE MEDIATION

The mediation shall take place at a location designated by the OWNER at an OWNER-owned facility.

7.6 MEDIATOR AGREEMENT

The parties shall enter into an agreement with the mediator that will include, among other provisions, the mediator's fees and costs, the mediator's responsibilities, and the mediator's model standards of conduct. The parties agree to propose that the mediator enter into an agreement in substantial form as that attached hereto as Exhibit C-1, prior to serving in any capacity as a mediator.

7.7 MEDIATION PROCEEDING

- A. The parties and the mediator shall agree on the date of the mediation and time of the mediation. Unless the parties and the mediators mutually agree otherwise, the mediation shall take place within ninety (90) days after execution of the mediator agreement.
- B. Either party may be represented by an attorney. Representation is not required. Parties are expected to have present at the mediation an officer, partner, employee or other person authorized to make decisions regarding the resolution of the dispute, claim or controversy. BIDDER acknowledges that OWNER is a public body and any settlement agreed to by its authorized representatives is subject to approval by the Board of County Commissioners.
- C. The mediation shall consist of one or more sessions totaling no more than sixteen (16) hours, unless otherwise mutually agreed to by the parties and the mediator. Unless the parties otherwise mutually agree, it shall be an irrebuttable presumption that efforts beyond sixteen (16) hours would be futile.
- D. Prior to the mediation session, on a date mutually agreed upon by the mediator and the parties, as set forth in section 7.7(a), above, each party shall provide the mediator with a written memoranda addressing the facts, issues, legal arguments and damages related to the claim, dispute or controversy. In addition to the written statement, the parties shall produce all relevant information reasonably required by the mediator to understand the issues and positions presented. Each party will provide the written statement and supporting documents to the mediator only. The parties will not exchange the written statement and supporting documents. The written statement shall be double spaced, no smaller than twelve (12) characters per inch and not to exceed thirty (30) pages, unless mutually agreed to otherwise by the mediator and the parties. The party initiating the mediation shall provide the mediator with the information set forth in Item 7.2 of this section.
- E. The mediation shall be confidential and, as a condition of the nonbinding mediation, the parties shall enter into a confidentiality agreement, attached hereto as Exhibit C-2 prior to the commencement of the mediation proceeding.
- F. The mediation session will be private. Persons other than the parties and their representatives may attend only with the permission of both parties and the consent of the mediator. Unless mutually agreed to by the parties, the OWNER and BIDDER, along with its authorized representatives, shall be the only participants in the mediation. There shall be no stenographic record of the mediation process.
- G. The parties agree to assert all claims, disputes and controversies known to the parties in their respective written statements submitted to the mediator.

- H. The parties agree that opinions, recommendations, proposals, suggestions made or written, or views expressed, by the mediator will not be introduced, used or relied upon in any arbitral, judicial or other proceedings.

7.8 TERMINATION OF MEDIATION

The mediation shall be terminated:

- A. by the execution and approval of a settlement agreement by the parties;
- B. by declaration of the mediator that further efforts at the mediation are no longer worthwhile;
- C. after the completion of the mediation session if the parties do not settle, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated;
- D. a party gives written notice of withdrawal; or
- E. when there has been no communication between the mediator and a party or a party's representative for fourteen (14) days, at no fault of the mediator, following the conclusion of the mediation session.

7.9 WORK IN PROGRESS

At all times while the informal negotiations or mediation action is pending, the BIDDER shall carry on with the work set forth in this Contract and maintain its progress schedule in accordance with the requirements of the Contract, unless the County exercises its right to terminate, pursuant to Section 6 of this Contract, or otherwise mutually agreed upon in writing by the parties.

7.10 SECTION 105.17(c) OF THE UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS DOES NOT APPLY

Section 105.17(c) of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, current edition and all revisions through date of advertisement, does not apply to this Contract. That section is overridden and controlled by Section 7 of the General Conditions of this Contract.

SECTION 8: FORCE MAJEURE

8.1 FORCE MAJEURE

BIDDER shall be excused from performance of the work during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss, or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. BIDDER shall provide OWNER satisfactory evidence that non-performance is due to other than fault or negligence on its part.

EXHIBIT A: SCOPE OF WORK

BID NO. 2019-10

TRAUMA ICU RENOVATION REFRESH

Project Name: Trauma ICU Renovation
Project Address: 1800 W. Charleston Blvd., Las Vegas, Nevada 89102
Project Location: Trauma Intensive Care Unit Department

The BIDDER shall furnish all labor, materials, services, permits, equipment, utility and transportation services required and necessary for the removal, transportation and disposal of all materials in accordance with applicable laws and requirements of jurisdictional government entities. If BIDDER performs work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to OWNER, then BIDDER shall assume full responsibility for such work.

This is a firm-fixed-price project and will be paid based upon approved monthly invoice(s) received as each corresponding bid item(s) is (/are) completed.

The BIDDER is solely responsible for preparing all necessary regulatory notifications. OWNER will provide prospective bidders the opportunity to access the site during the bidding period at the pre-bid meeting.

The BIDDER shall be responsible for field verifying all conditions and quantities that may affect his work prior to bidding the project.

Any additional plans or drawing details required for construction applications or permits shall be developed and provided by the BIDDER, at BIDDER'S expense, as part of the permitting process.

The Bid shall include the costs of all required permits and requirements of the permits, and performance of the work, including but not limited to monitoring services, containment, personnel protection, traffic control, hazardous material abatement, environmental remediation, and dust control.

This project is to be completed in **one hundred, eighty-two (182) calendar days** or less from the date of the Notice to Proceed.

Please see the following Scope and Drawings, available as separate documents/files on the Clark County Purchasing website or via CD. Contact Frances.Heiy@umcsn.com if you need a CD:

1.0 Scope

- 1.1 Work will take place in the Trauma ICU Department (located on the main campus at 1800 W. Charleston Blvd.).
- 1.2 Work area security and access to work area(s) will be arranged through designated Plant Operations contact. Space will be made available on campus for short term staging of materials. A shipping container may be placed onsite at an area designated and arranged by Engineering Department contact.
- 1.3 Trauma ICU Renovation. See attached "Bid 2019-17 – TRAUMA ICU RENOVATION for specifications.
- 1.4 Demolition of existing flooring and reinstall flooring per the bid drawings. Refresh of paint for the entire unit. Remove existing toilet package and install new millwork and plumbing fixtures per bid drawings.
- 1.5 SUCCESSFUL BIDDER should be able to demonstrate three (3) years of experience working in an operational hospital.
- 1.6 SUCCESSFUL BIDDER will work with UMC to develop the best approach and most cost effective means for bringing the elevator up to date. SUCCESSFUL BIDDER will use the best available means and methods to affect the modernization.

- 1.7 Schedule/Milestones: SUCCESSFUL BIDDER will present a schedule that minimizes impact to receiving operations of the owner.

2.0 Definitions and Applicable Documents:

2.1 Applicable Documents

- 2.1.1 Nevada Revised Statutes, Chapter 338 – Public Works
- 2.1.2 Nevada Revised Statutes, Chapter 624 – Contractors

3.0 License(s)

- 3.1 General Contractors shall possess a valid "B – General Building" license, in accordance with NRS, Chapter 624.
- 3.2 All subcontractors shall possess the appropriate valid specialty license(s), in accordance with NRS, Chapter 624.

4.0 Contractor's Responsibilities

4.1 Performance

- 4.1.1 Contractor is responsible for daily clean up and removal of refuse from areas of work. All refuse will be transported in covered containers through the facility.
5. Contractor will provide a dumpster for projects determined to generate more than 3 yards of refuse.
6. Contractor will be responsible to perform the work per the bed drawings.
- 4.1.4 Contractor is responsible for all area containment, and negative air filtration systems (if required) for the scope of work.
- 4.1.5 All workers assigned to work at UMC must provide proof of negative TB testing results. Flu vaccinations are highly encouraged. Any Workers without a flu vaccination will be required to follow standard Infection Control policy of wearing a mask while working at UMC property.
- 4.1.6 Contractor will provide a copy of their current Safety Manual to UMC Safety Department.
- 4.1.7 Contractor will follow and be compliant with Infection Control permit requirements if deemed necessary.
- 4.1.8 Contractor will follow and be compliant with any Interim Life Safety Management plans when deemed necessary.
- 4.1.9 Contractor will secure all HVAC ducting when performance of work creates dust or smoke particulates as necessary to prevent contamination of existing duct systems.
- 4.1.10 All personnel must wear a badge issued by the Engineering Department/Plant Operations at all times while on campus.

- 4.1.12 Provide all management, supervision, labor, material, tools, equipment and disposal containers to complete the entire project.
- 4.1.13 Provide all material, equipment, tools and labor to establish and maintain any/all required temporary containment areas and negative air ventilation (to the outside or as directed) systems.

4.2 Includes:

- 4.2.1 Obtain any required permits and pay all applicable fees.
- 4.2.3 Hot work permits issued at the Engineering Department are required when cutting or grinding, or when performing any work that requires an open flame.
- 4.2.4 Construction waste to be contained within the construction area until transport.
- 4.2.5 Construction waste will be transported in covered containers through the facility.
- 4.2.6 Secure/cover fire alarm smoke detectors in area of construction to avoid false alarms.
- 4.2.7 All work to take place during regular hours (7 a.m. - 4 p.m.) Monday – Friday.
- 4.2.8 Responsible for the replacement, patching or repair of any of the building materials or adjacent surfaces damaged while performing scope of work.
- 4.2.9 Responsible for the security of all tools, materials, etc. while contractor physically present on the work site.
- 4.2.10 Costs associated with any required third-party inspections.

4.3 Excludes:

- 4.3.1 Salvage or storage of any kind of contents from the building.
- 4.3.2 Site security during work.

5.0 Materials

5.1 Provided by Owner – N/A

5.2 Provided by Contractor

5.2.1 Includes:

- a. All materials and equipment necessary to properly establish and maintain all required containment areas,
- b. All personal protective materials/equipment, and
- c. All other materials necessary to successfully complete the entire project.

6.0 Clarifications

6.1 Schedule:

- 6.1.1 All work to take place during regular hours (7 a.m. – 4 p.m.), Monday – Friday, unless otherwise agreed upon by both parties.
- 6.1.2 Schedule and phasing of project shall be mutually agreed upon, in writing, prior to commencement of the on-site work.
- 6.1.3 All long lead materials shall be ordered for the project no more than two (2) weeks after issuance of Purchase Order.
- 6.1.4 All project work shall be completed no later than six (6) months from issuance of Notice to Proceed.

6.2 Access:

- 6.2.1 Contractor requires full access to the entire work area. Work area security and access to work area(s) will be arranged through UMC's Plant Operations/Engineering department.

6.3 Acceptance:

- 6.3.1 Engineering representative will review all work performed. Any deficiencies found will be corrected before final acceptance.

7.0 Owner's Responsibilities

7.1 Disposal:

- 7.1.1 Provide a staging area for disposal dumpster. Contractor shall secure the dumpster during non-working hours. Owner is not responsible if/when the dumpster is used by any other parties other than the contractor.
- 7.1.2 Engineering and Surgery Services representative will review all work performed. Any deficiencies found will be corrected before final acceptance.

The above-referenced documents are incorporated herein by reference, and the specifications contained therein must be met by the lowest responsive and responsible bidder.

SPECIAL CONDITIONS

BID NO. 2019-10

TRAUMA ICU RENOVATION

1. PRE-CONSTRUCTION CONFERENCE

- A. A MANDATORY Pre-Construction Conference shall be held after the award of the contract and the SUCCESSFUL BIDDER has submitted all post award submittals. The OWNER's representative shall schedule this meeting.
- B. The SUCCESSFUL BIDDER and all subcontractors are required to attend the Pre-Construction Conference to discuss this project, requirements, and all associated required documents. The Notice to Proceed will not be issued until all parties involved in the project have completed and returned the required forms. The SUCCESSFUL BIDDER is responsible for attendance of all subcontractors at the Pre-Construction Conference and their submission of the required forms.
- C. The BIDDER shall provide all submittals requested within **ten (10) calendar days** from the date of the Pre-Construction Conference. If the BIDDER does not provide submittals on or before the 5th calendar day, it will pay over to the OWNER the amount of **\$100.00** per day as liquidated damages.
- D. The SUCCESSFUL BIDDER shall be able to provide the OWNER, at OWNER's request, evidence of successful experience in working in an operating Hospital environment and knowledge of ICRA's

2. SPECIAL WORK CONSTRAINTS

- A. All work performed under the Contract will only be allowed under OWNER-approved work and safety plans.
- B. The SUCCESSFUL BIDDER is required to attend any progress meetings as well as any required Safety meetings, at time(s) to be mutually determined at the Pre-Construction Conference.
- C. The SUCCESSFUL BIDDER is to follow all Infection Control measures in the work areas; negative pressure, dust control, and constant housekeeping to prevent the spread of dust.
- D. Off-Site parking will be provided for the SUCCESSFUL BIDDER and Subcontractor(s). The parking is located at 625 Shadow Lane, 89102 (Clark County Health District Facility). The Successful BIDDER and Subcontractor(s) will not be allowed to park any vehicles on site, other than for temporary loading and unloading.
- E. Site Access will be restricted to badged SUCCESSFUL BIDDER and Subcontractor employees ONLY. OWNER will provide badges based upon a continually updated (daily) list to be provided to OWNER weekly by the Successful BIDDER.
- J. Infection Control Requirements - at BIDDER's sole cost and expense, all BIDDER and Subcontractor personnel working onsite on this project are required to adhere to OWNER's Infection Control requirements as outlined as outlined in the Infection Control Risk Assessment for Construction document (See Exhibit D attached) and as outlined below:
 - 1. Evidence of annual TB testing (2 years), a current 2 step TB test, or a current IGRA blood test. Individuals with a positive TB test must have proof of a past positive test, a negative sign and symptom review and a negative chest x-ray within the last year if applicable.
 - 2. Current seasons' Influenza vaccine is required for all BIDDER/subcontractor personnel. However, OWNER's Infection Control Department reserves the right to require this vaccine at any time. All personnel will follow OWNER's EH6.5 Influenza Policy, available upon request. (Influenza season is generally November through March).

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EXAMPLES CANNOT BE REMOVED

[illegible]

CONSULTANT SEAL

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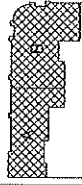
UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA
TICU RENOVATION
1800 W. Charleston Boulevard
Las Vegas, NV 89102



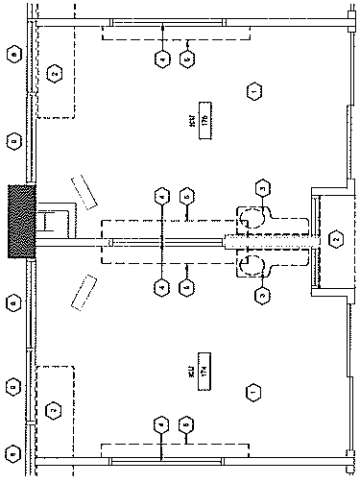
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ISSUE DATE:	02/06/19	ISSUED FOR:	100% CD SET
DESIGNED:	LS	PROJECT NO:	2019.01.2
GRADE:	EZ	SHEET NO:	1101
SCALE:	As Indicated		

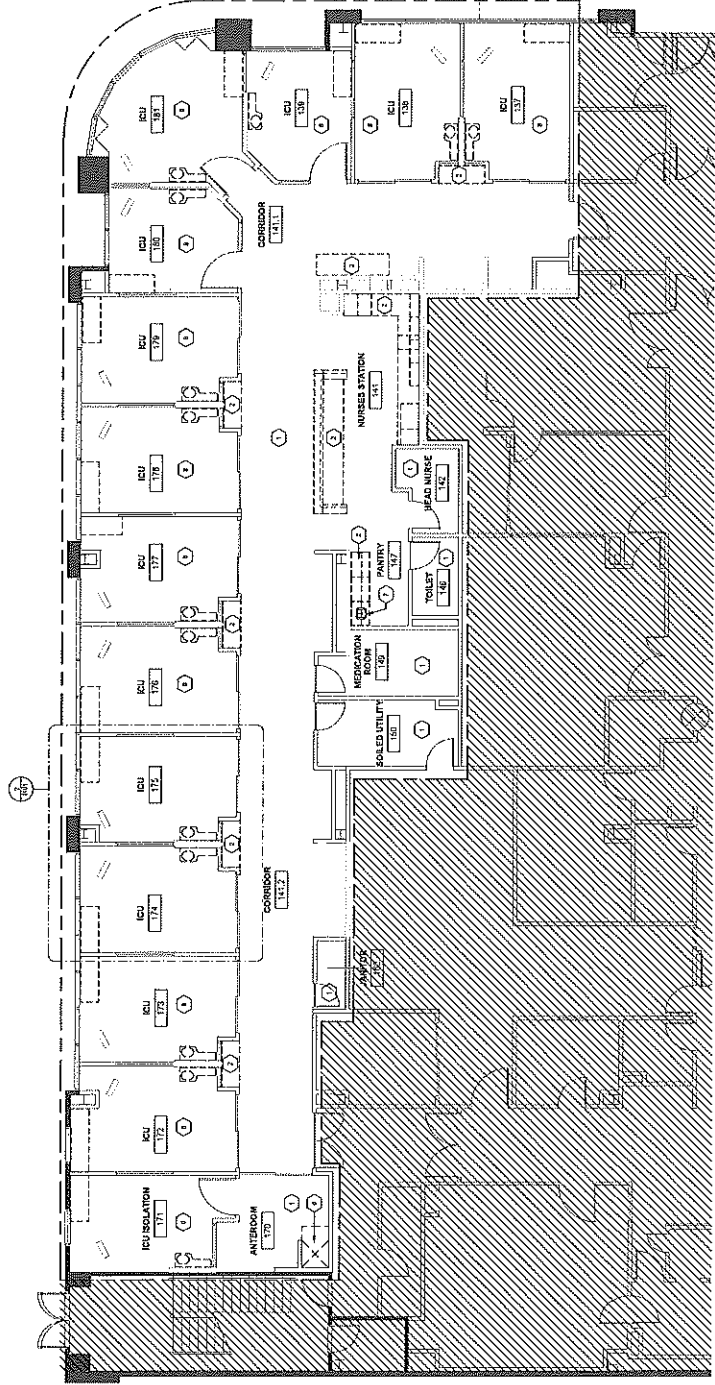
KEY PLAN:

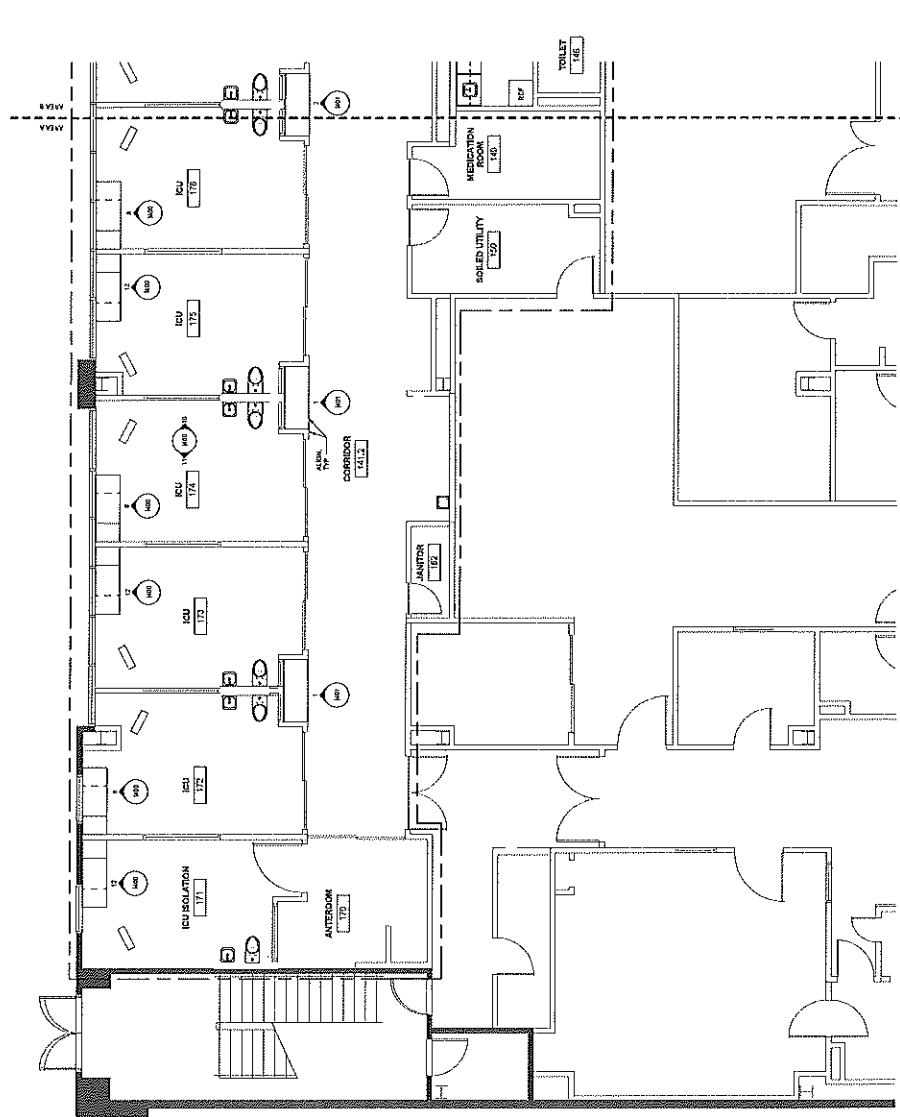


① DEMOLITION PLAN - OVERALL
2/16/81 1-01



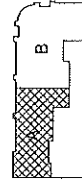
2 TYP. PATIENT ROOM ENLARGED DEMOLITION PLAN
2.00" = 1'-0"

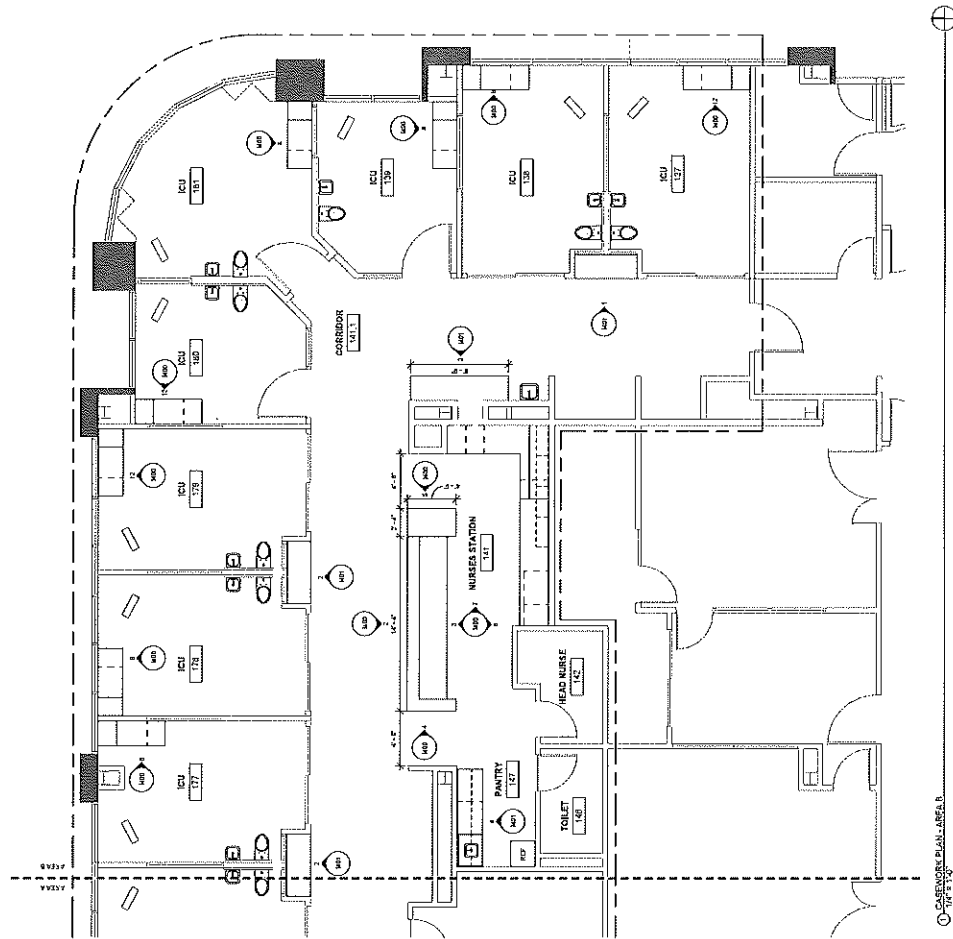


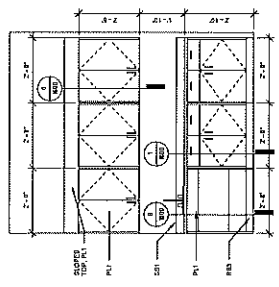


① CASEWORK PLAN - AREA A
1/4" = 1'-0"

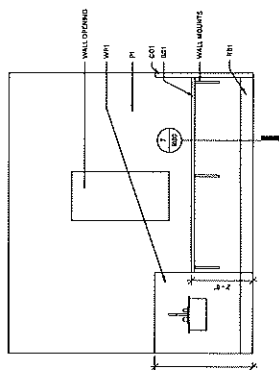
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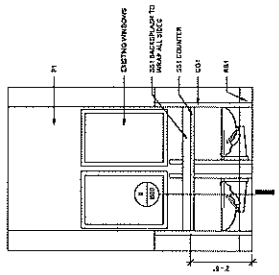




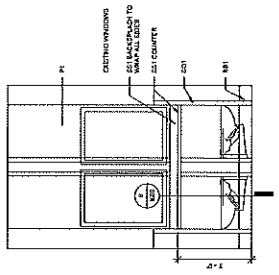
④ PANTRY CASEWORK ELEVATION
1/2" = 1'-0"



3 CORRIDOR WORK STATION ELEVATION
312' ± 120'



1/2" = 1'-0"



① NURSE CHARTING STATION @ 30TH
1/2" = 1'-0"

[illegible]

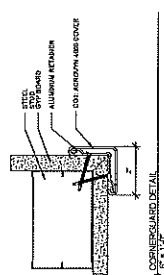
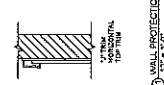
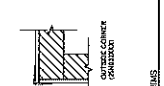
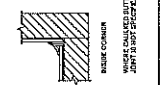
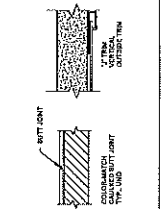
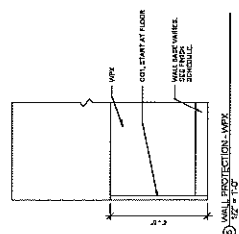
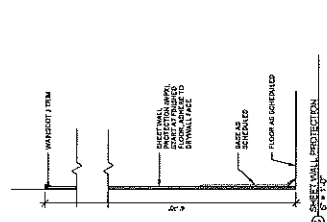
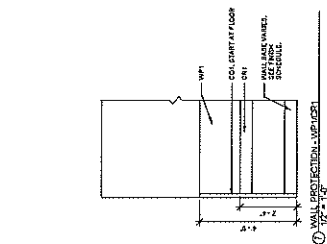
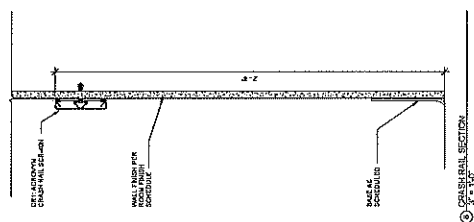
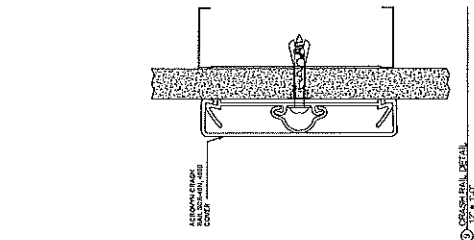
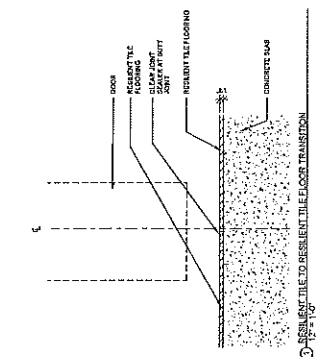
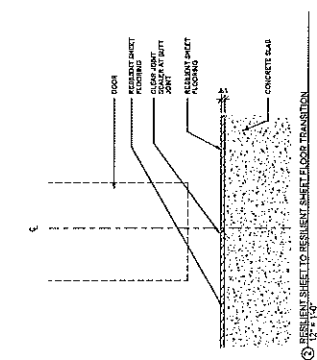
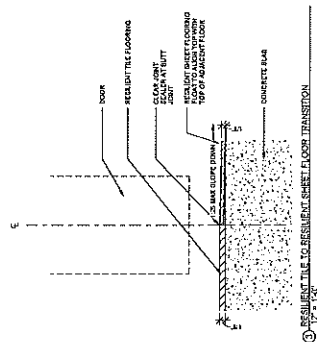
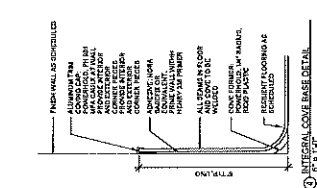
CONSULTANT:	CONSULTANT SEAL:
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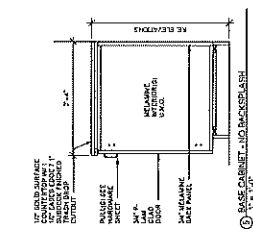
CONSEJA YAMIT PRODUKT NID.

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA
TICU RENOVATION
1800 W. Charleston Boulevard
Las Vegas, NV 89102

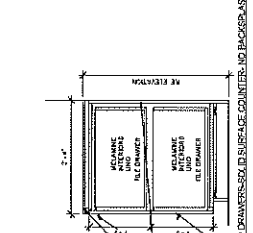


SHEET NAME:	INTERIOR FINISH DETAILS		
	ISSUED DATE:	ISSUED FOR:	PROJECT NO:
	02/08/13	100% CD SET	2110-01-2
REVISION:	1.5		
SCALE:	EZ		
SCALE:	As Indicated		1500

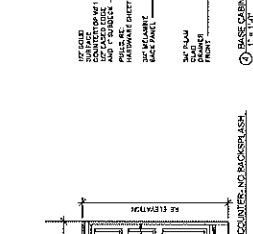




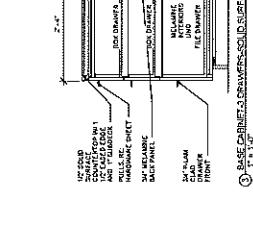
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1" = 1'-0"



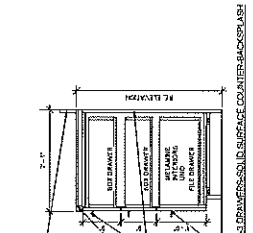
② BASE CABINET, DRAWERS, SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



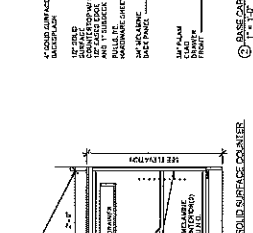
③ BASE CABINET, DRAWERS, SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



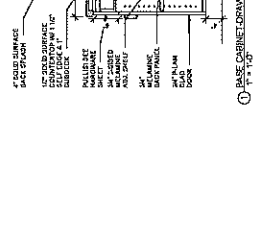
④ BASE CABINET, DRAWERS, SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



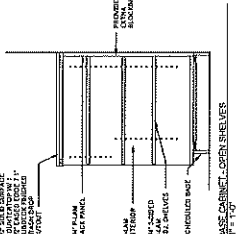
⑤ BASE CABINET, DRAWERS, SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



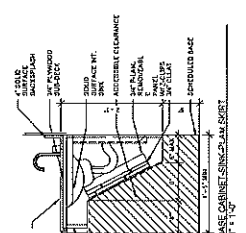
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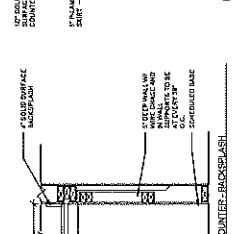
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1" = 1'-0"



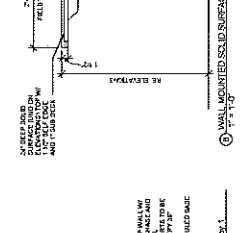
⑧ BASE CABINET, OPEN SHELVES
1" = 1'-0"



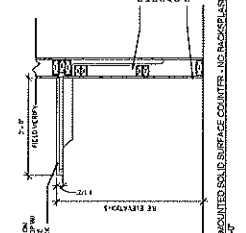
⑨ BASE CABINET, SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



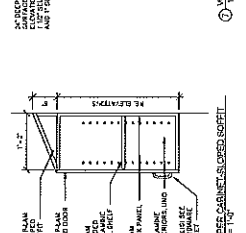
⑩ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



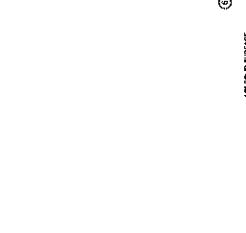
⑪ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH (SEE 1)
1" = 1'-0"



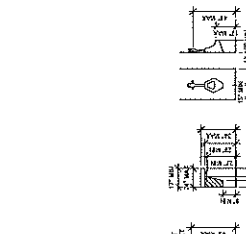
⑫ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH (SEE 1)
1" = 1'-0"



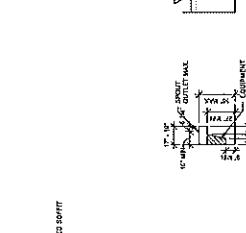
⑬ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH (SEE 1)
1" = 1'-0"



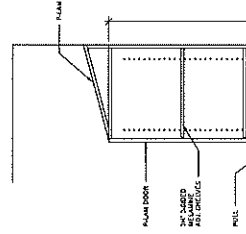
⑭ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH (SEE 1)
1" = 1'-0"



⑮ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



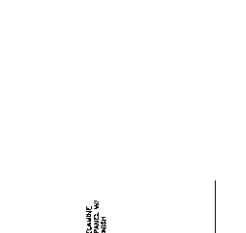
⑯ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



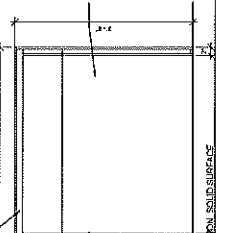
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1" = 1'-0"



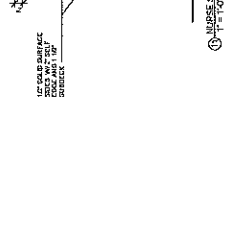
⑱ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



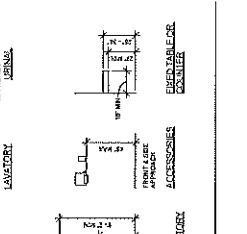
⑲ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



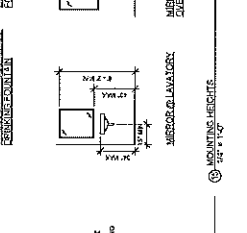
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1" = 1'-0"



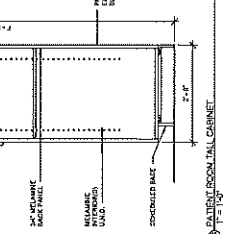
㉑ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



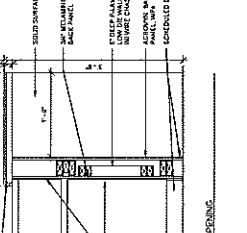
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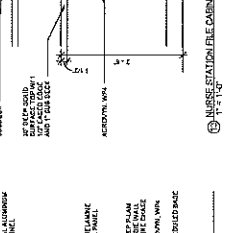
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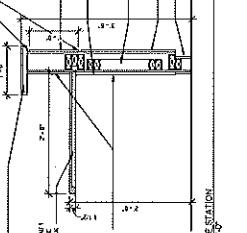
㉔ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



㉕ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



㉖ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



㉗ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



㉘ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



㉙ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



㉚ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



㉛ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



㉜ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



㉝ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



㉞ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"



㉟ WALL MOUNTED SOLID SURFACE COUNTER, NO BACKSLASH
1" = 1'-0"

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BID FORM

BID NO. 2019-10
TRAUMA ICU RENOVATION
PWP NUMBER: CL-2019-336

CMMCM LLC. dba Muller Construction

(NAME)

2133 Industrial Rd - Las Vegas, NV 89102

(ADDRESS)

I, THE UNDERSIGNED BIDDER:

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.
2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
3. Have completed all information in the blanks provided and have submitted the following within this Bid:
 - a) Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.
 - b) Attached a bid security in the form of, at my option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the Total Base Bid amount.
 - c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.
4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit Bid Attachment 2 within two-hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via hand delivery or email to frances.heiy@umcsn.com and I understand that hand delivery is recommended, and OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:
 - a) My firm's name on the list If my firm will perform any work which is more than 1 percent (1%) of the BIDDER's total bid and which is not being performed by a subcontractor. The BIDDER shall also include on the list:
 - 1) A description of the labor or portion of the work that the BIDDER will perform: or
 - 2) A statement that the BIDDER will perform all work other than that being performed by a subcontractor listed.
 - b) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid an amount exceeding \$250,000.
 - c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will not be paid an amount exceeding \$250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent (1%) of the BIDDER's total bid or \$50,000, whichever is greater.
5. I acknowledge that if I am one of the three apparent low bidders at bid opening, and if I have submitted a valid Certificate of Eligibility as described in 3 (c) above, I must submit Bid Attachment 3, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions. The forms must be submitted via hand delivery or email to frances.heiy@umcsn.com and I understand hand delivery is recommended. OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me and the bid will be deemed non-responsive.

18. I agree to perform all work described in the drawings, specifications, and other documents for the amounts quoted below:

ITEM NUMBER	ITEM DESCRIPTION	LUMP SUM
1.	TRAUMA ICU, AS SPECIFIED	\$ 175,000.00
2.	GENERAL REQUIREMENTS	\$ 160,000.00
3.	DEMOLITION	\$ 42,000.00
4.	DRYWALL TAPE, TEXTURE & PAINT	\$ 26,000.00
5.	WALL PROTECTION	\$ 11,000.00
6.	FLOORING	\$ 40,000.00
7.	MILLWORK	\$ 90,000.00
8.	PLUMBING	\$ 86,000.00
9.	ELECTRICAL	\$ 82,000.00
10.	COMMUNICATIONS	11,000.00
11.	FINISHES	10,000.00
	TOTAL BID AMOUNT	\$ 733,000.00

Quantities stated are to be used to evaluate proposals and will not alleviate the BIDDER from completing all work as required in the Contract Documents and Plans. Each BIDDER is held responsible for the examination and/ or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the BIDDER of the responsibility of completing the Bid without extra cost to the project OWNER. Estimates of quantities of the various items of work and materials, as set forth in the Proposal Form, are approximates only and given solely to be used as a uniform basis for the comparison.

ADDITIVE ALTERNATES

The OWNER may exercise the following items subject to the availability of funds. The additive alternate price quoted shall remain firm throughout the Contract term, as detailed in Instruction to Bidders.

Alternative	ITEM DESCRIPTION	TOTAL
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
	ADD ALTERNATES AMOUNT	\$
	GRAND TOTAL BID AMOUNT	\$

6. I acknowledge that if notified that I am the low bidder, I must submit the Disclosure of Ownership/Principals form within 24-hours of request.
7. I acknowledge that if I am one of the three apparent low bidder(s) for the base bid at the bid opening, I must submit the Bid Attachment 4, Schedule of Values, by 12:00 Noon of the next business day.
8. I acknowledge that my bid is based on the current State of Nevada prevailing wages, if applicable.
9. I acknowledge that I have not breached a public work contract for which the cost exceeds \$25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.
10. Upon faxed or mailed receipt of OWNER's written request for insurance, I will provide the following submittals within ten (10) business days from receipt of the Notice:
 - a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for 100% of the Contract amount as required.
 - b) Certificates of insurance for Commercial General Liability in the amount of \$1,000,000, Automobile Liability in the amount of \$1,000,000, Pollution Liability, which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of \$1,000,000 including Asbestos Abatement Liability (proof of subcontractor certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.
11. I acknowledge that if I do not provide the above submittals on or before the **tenth** business day after receipt of the OWNER's written request for insurance; or do not keep the bonds or insurance policies in effect, or allow them to lapse during the performance of the Contract; I will pay over to the OWNER the amount of **\$100.00** per day as liquidated damages.
12. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.
13. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days **specified in the General Conditions**.
14. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
15. I have carefully checked the figures below and the OWNER will not be responsible for any error or omissions in the preparation or submission of this Bid.
16. I agree no verbal agreement or conversation with an officer, agent or employee of the OWNER, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.
17. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No. <u>1</u>	dated, <u>9/9/2019</u>	Addendum No. _____	dated, _____
Addendum No. <u>2</u>	dated, <u>9/18/2019</u>	Addendum No. _____	dated, _____
Addendum No. _____	dated, _____	Addendum No. _____	dated, _____
Addendum No. _____	dated, _____	Addendum No. _____	dated, _____

SUBCONTRACTORS EXCEEDING 5% OF BASE BID AMOUNT
BIDDERMUST INCLUDE ITS NAME ON THIS LIST IF HE OR SHE INTENDS TO PERFORM ANY WORK NOT PERFORMED BY A SUBCONTRACTOR AND INCLUDED A DESCRIPTION OF THE LABOR OR PORTION OF THE WORK OR A STATEMENT THAT ALL WORK OTHER THAN THAT BEING PERFORMED BY A SUBCONTRACTOR. THE BIDDER SHALL NOT SUBSTITUTE A SUBCONTRACTOR WHO IS NAMED IN THIS BID, PURSUANT TO NEVADA REVISED STATUTE 338.141. THE FOLLOWING SUBCONTRACTORS SHALL BE UTILIZED. A BIDDER, WHICH FAILS TO LIST A SUBCONTRACTOR (S), REPRESENTS THAT NO SUBCONTRACTOR(S) MEET THE STATUTORY REQUIREMENTS.

DESCRIPTION OF WORK	BIDDERS' NAME(S)	*BEG	*ETHNICITY
all trades not listed	Muller Construction	MBE	HA
DESCRIPTION OF WORK	SUBCONTRACTORS' FIRM NAME(S)	*BEG	*ETHNICITY
flooring	One Stop 4 Flooring		
Plumbing	Stargate Plumbing		
electrical	Precision Electric Inc.		

CMMCM LLC. dba Muller Construction
 Legal Name of Firm as it Would Appear in Contract


 Signature of Bidder (Authorized Representative)

9/24/2018
 Today's Date

*Reference Instructions to Bidders for Definitions (Section 7.3(d)).

19. BUSINESS ENTERPRISE INFORMATION:

The BIDDER submitting this Bid is a ☒ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB as defined in the Instructions to Bidders.

20. BUSINESS ETHNICITY INFORMATION:

The BIDDER submitting the Bid Ethnicity is ☐ Caucasian (CX) ☐ African American (AA) ☒ Hispanic American (HA) ☐ Asian Pacific American (AX) ☐ Native American (NA) ☐ Pacific Islander (PI)

☐ Other as defined in the Instructions to Bidders.

21. BIDDERS' PREFERENCE Is the Bidder claiming Bidders' Preference?

☒ Yes If yes, the Bidder acknowledges that he/she is required to follow the requirements set forth in the Affidavit (Bid Attachment 3).

☐ No I do not have a Certificate of Eligibility to receive preference in bidding.

22. CMMCM LLC. dba Muller Construction

LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

2133 Industrial Rd

ADDRESS OF FIRM

Las Vegas, NV 89102

CITY, STATE, ZIP CODE

702-832-1111

TELEPHONE NUMBER

702-920-8177

FAX NUMBER

NEVADA STATE CONTRACTORS' BOARD LICENSE INFORMATION:

I certify that the license(s) listed below will be the license(s) used to perform the majority of the work on this project.

LICENSE NUMBER: 78912

LICENSE CLASS: B - General Building

LICENSE LIMIT: \$8.6 Million

ONE TIME LICENSE LIMIT INCREASE \$ n/a IF YES, DATE REQUESTED _____

DUN & BRADSTREET NUMBER 079237638

CLARK COUNTY BUSINESS LICENSE NO. G65-08880 (3000009496)

STATE OF NEVADA BUSINESS LICENSE NO. NV20131114146

Aimee Goodwin

AUTHORIZED REPRESENTATIVE
(PRINT OR TYPE)

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

AGoodwin@MullerLV.com

E-MAIL ADDRESS

9/24/2019

TODAY'S DATE

**BID ATTACHMENT 1
BID BOND**

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned, CMMCM LLC dba: Müller Construction as Principal Contractor, and Merchants National Bonding, Inc.

as Surety, are hereby held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA as OWNER in the penal sum of five (5) percent of the base bid amount for the payment of which, well and truly to be made, were hereby jointly and severally bind ourselves, successors and assigns.

Signed this 16th day of September, 2019.

The condition of the above obligation is such that whereas the Principal has submitted to UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for **BID NO. 2019-10, TRAUMA ICU RENOVATION PROJECT.**

NOW, THEREFORE,

- a) If said BID shall be rejected; or
- b) If said BID shall be accepted and the Principal BIDDER shall deliver an insurance certificate and bonds pursuant to the forms attached hereto properly completed in accordance with said BID, and shall furnish a BOND for their faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID;

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Bond must be acceptable to Clark County.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF
SURETY)

CMMCM LLC dba: Müller Construction
(Principal Contractor)

Surety: Merchants National Bonding, Inc.

119079

(State of Nevada, License Number)

Aimee Goodwin, VP of Operations
(Authorized Representative and Title)

Constructors Bonding, Inc. of Nevada
(Appointed Agent Name)

By:

(Signature)

By:

(Signature)

Gregory P. Griffith, Attorney-in-fact

Address: P. O. Box 36797

Las Vegas, NV 89133-6797

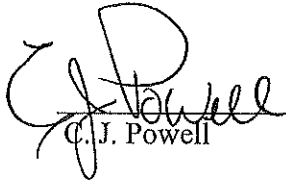
Telephone: 702-878-2622

ACKNOWLEDGEMENT OF SURETY

STATE OF Nevada)

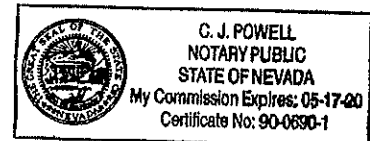
COUNTY OF Clark)

On this 16th day of September, in the year 2019, before me personally come(s) Gregory P. Griffith, Attorney-In-Fact of Merchants National Bonding, Inc., with whom I am personally acquainted, and who, being by me duly sworn, says that he/~~she~~ reside(s) in Phoenix, AZ, that he/~~she~~ is the Attorney-In-Fact of Merchants National Bonding, Inc., the company described in and which executed the within instrument; that he/~~she~~ know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/~~she~~ signed said instrument as Attorney-In-Fact of the said Company by like order.


C.J. Powell

, Notary Public

My commissions expires: May 17, 2020



MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Crysta J Powell; Gregory P Griffith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

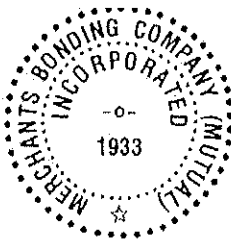
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.



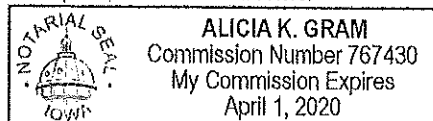
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 5th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



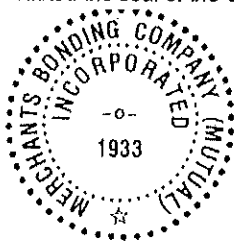
Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of September, 2019.



William Warner Jr.
Secretary

BID ATTACHMENT 2 DESIGNATION OF SUBCONTRACTORS

SUBCONTRACTORS EXCEEDING 1% OF BASE BID AMOUNT

BIDDER MUST INCLUDE ITS NAME ON THIS LIST IF HE OR SHE INTENDS TO PERFORM ANY OF THE LABOR OR PORTIONS OF THE PUBLIC WORK.

Within 2 hours after the completion of the opening of the bids, the BIDDERS who submitted the three lowest bids must submit a list containing:

- (1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid an amount exceeding \$100,000.
- (2) If any one of the BIDDERS who submitted one of the three lowest bids will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the prime BIDDER for which the first tier subcontractor will not be paid an amount exceeding \$100,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent of the prime BIDDER's total bid or \$50,000, whichever is greater.

A bidder that fails to submit the list within the required time represents that no subcontractor(s) meet the statutory requirements. The BIDDER shall not substitute any person for a subcontractor who is named in this bid, pursuant to Nevada Revised Statute 338.141. If a BIDDER does not submit this list and has subcontractor(s) that meet the statutory requirements, its bid shall be deemed not responsive.

DESCRIPTION OF WORK	BIDDER'S NAME(S)	NV STATE CONTRACTORS' LICENSE NUMBER	*BEG	*ETHNICITY
all trades not listed	Muller Construction	78912, 80591	MBE	HA
DESCRIPTION OF WORK	SUBCONTRACTOR'S FIRM NAME(S)	NV STATE CONTRACTORS' LICENSE NUMBER	*BEG	*ETHNICITY
flooring	One Stop 4 Flooring	80995 to 80998		
Plumbing	Stargate Plumbing	42223An 74309		
electrical	Precision Electric Inc.	23508		

CMMCM LLC. dba Muller Construction
Legal Name of Firm as it would appear in Contract

2133 Industrial Rd - Las Vegas, NV 89102
Address including City, State and Zip Code

702-832-1111
Telephone Number


Signature of Bidder (Authorized Representative)

* Reference Instructions to Bidders for Definitions (Section 7.3(d))

BID ATTACHMENT 3
AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY

THE LOW OR BEST BIDDER MUST SUBMIT THIS FORM VIA HAND DELIVERY OR EMAIL TO FRANCES.HEIY@UMCSN.COM IF THEY HAVE MET THE REQUIREMENTS OF NEVADA REVISED STATUTE 338.141 AND 338.0117, AND HAVE IT TIME STAMPED WITHIN TWO (2) HOURS AFTER COMPLETION OF THE OPENING OF THE BIDS TO BE ELIGIBLE TO RECEIVE A PREFERENCE IN BIDDING. SUBMISSIONS AFTER THE TWO (2) HOURS WILL BE REJECTED. A BIDDER THAT FAILS TO SUBMIT THE AFFIDAVIT WITHIN THE REQUIRED TIME REPRESENTS THAT THEY WILL FOREGO RECEIVING THE PREFERENCE.

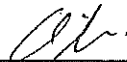
I, Almee Goodwin ("Affiant"), on behalf of the Muller Construction ("BIDDER"), swear and affirm that in order to be in compliance with NRS 338.147, and NRS 338.0117, and be eligible to receive a preference in bidding for Bid No. 2019-10, Trauma ICU Renovation ("Project"); certify that for the duration of the Project, collectively, and not on any specific day;

- (a) At least 50 percent of the workers employed on the Project including, without limitation, any employees of the Bidder, and of any Subcontractor engaged on the Project, will hold a valid driver's license or identification card issued by the State of Nevada Department of Motor Vehicles ("DMV");
- (b) All vehicles used primarily for the Project will be:
 - (1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 707.826; or
 - (2) Registered in the State of Nevada;
- (c) If applying to receive a preference in bidding pursuant to subsection 3 of NRS 338.1727 or subsection 2 of NRS 408.3886, at least 50 percent of the design professionals working on the Project, including, without limitation, employees of the design-build team, and of any subcontractor or consultant engaged in the design of the Project, will have a valid driver's license or identification card issued by the DMV;
- (d) The BIDDER, Applicant or Design-Build Team, and any Subcontractor engaged on the Project will maintain and make available for the inspection within this State his or her records concerning payroll relating to the Project.

Upon submission of the State Contractors' Board certificate of eligibility to receive a preference in bidding on public works and this Affidavit, BIDDER, Applicant, or Designated-Build Team recognizes and accepts that if a contract is awarded as a result of receiving a preference in bidding, failure to comply with the requirements herein, including all record keeping obligations detailed in the General Conditions, entitles Clark County to a penalty as defined by statute.

BID ATTACHMENT 3
AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY
Page 2 of 2

By: Aimee Goodwin Title: VP of Operations
Printed Name of Affiant

Signature of Affiant:  Date: 9/20/2019

Signed and sworn to (or affirmed) before me on this 23rd day of September, 2019,

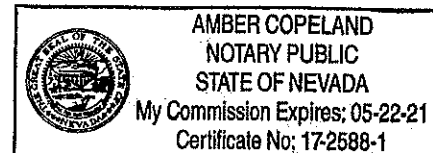
by Aimee Goodwin (name of Affiant)

State of Nevada
ss)


Notary Signature

County of: Clark

STAMP AND SEAL

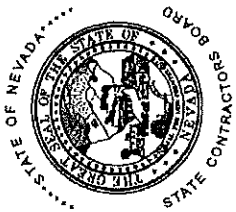


Proof of Authorization to Sign Affidavit

The person must establish his/her actual authority to act on behalf of the business organization. The individual must be the person indicated in the table below and provide written documentation clearly indicating the person's position within that business organization. If the individual signing the Affidavit is an employee of the business organization, written documentation on organization letterhead must be provided; clearly indicating the person's authority to act on behalf of the business organization. The authorized person identified in the table must sign the written documentation.

If the individual making application for the business organization is not one of the persons identified in the table or an authorized employee, a valid power of attorney executed by an authorized person on behalf of the business organization must be provided. The power of attorney must be made not more than 90 calendar days before the Affidavit is signed.

BUSINESS ENTITY	PERSON WHO HAS AUTHORITY TO COMPLETE AFFIDAVIT
Sole Proprietorship	Name of Sole Proprietor
Partnership	Name of Partner
Corporation	1. Director, if Authorized 2. Executive Officer (as indicated in the Article of Incorporation)
Limited Liability Company	1. Member, if Member-Managed LLC 2. Manager, if Manager-Managed LLC



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-19-07-09-0588

CMMCM LLC DBA MULLER CONSTRUCTION (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 0078912 ORIGINAL ISSUE DATE: 04/23/2014 BUSINESS TYPE: LIMITED LIABILITY COMPANY CLASSIFICATION: B-GENERAL BUILDING MONETARY LICENSE LIMIT: \$8,600,000 STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON JULY 9, 2019 AND EXPIRES ON APRIL 30, 2020, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.




NANCY MATHIAS, LICENSING ADMINISTRATOR
MARGI A. GREIN, EXECUTIVE OFFICER

DATE
7/9/2019

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

Company Name: CMMCM LLC dba Muller Construction

Bid No. 2019-10
Trauma ICU Renovation

BID ATTACHMENT 4
SCHEDULE OF VALUES

THE THREE (3) APPARENT LOWEST BIDDERS FOR THE TOTAL BID AMOUNT SHALL SUBMIT THIS FORM INTO THE CONTRACTS MANAGEMENT DIVISION VIA HAND DELIVERY OR BY EMAIL TO FRANCES.HEIY@UMCSN.COM BY 12:00 P.M. OF THE NEXT BUSINESS DAY.

THE BIDDER SHALL INDICATE THE TOTAL BID AMOUNT FOR THE ITEMS SPECIFIED BELOW. THIS LIST SHALL NOT BE CONSIDERED ENTIRELY INCLUSIVE. BIDDER(S) AGREES TO PROVIDE, UPON REQUEST, ADDITIONAL INFORMATION THAT MAY INCLUDE BUT NOT BE LIMITED TO DETAILED BREAKDOWN OF AMOUNTS, MANUFACTURER'S PRODUCTS, LITERATURE, EQUIPMENT MODEL NUMBERS, OR AS INFORMATION IS REQUIRED TO SUPPORT AND/OR SUBSTANTIATE THE WORK, IN ACCORDANCE WITH NRS 338.

ITEM	DESCRIPTION	DOLLAR AMOUNTS
01	TRAUMA ICU, AS SPECIFIED GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	\$ 329,500.00
02	PERMITS AND FEES	\$ 5,500.00
04	DEMOLITION	\$ 42,000.00
05	DRYWALL TAPE, TEXTURE & PAINT	\$ 26,000.00
06	WALL PROTECTION	\$ 11,000.00
07	FLOORING	\$ 40,000.00
08	MILLWORK	\$ 90,000.00
09	PLUMBING	\$ 86,000.00
10	ELECTRICAL	\$ 82,000.00
11	COMMUNICATIONS	\$ 11,000.00
12	FINISHES	\$ 10,000.00
	TOTAL BID AMOUNT	\$ 733,000.00
	ADD ALTERNATIVES	
01		\$
02		\$
03		\$
04		\$
	ADD ALTERNATES AMOUNT	\$ n/a
	GRAND TOTAL BID AMOUNT	\$ 733,000.00

PLEASE PHOTOCOPY THIS FORM SHOULD ADDITIONAL SPACES BE REQUIRED

This Schedule of Values for the various portions of the work, aggregating the total contract Amount, shall be divided to facilitate payments to the BIDDER in accordance with the Contract Documents.

CMMCM LLC dba Muller Construction
Legal Name of Firm as it would appear on Contract

78912, 80591
Nevada State Contractor's License Number

2133 Industrial Road, Las Vegas, NV 89102
Address including City, State and Zip Code

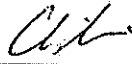

Authorized Signature

EXHIBIT B

BONDS AND INSURANCE REQUIREMENTS AND FORMS

1. BONDS

A. The BIDDER shall furnish bonds covering the faithful performance of the Contract, payment of all obligations arising thereunder and a Guaranty Bond to take effect upon substantial completion of the project, utilizing the bond forms. Bonds may be secured through the BIDDER's usual sources, provided that the surety is authorized and licensed to do business in the State of Nevada. All bonds specified shall indicate the State of Nevada Insurance Division license number, the surety company name, address, telephone number, and include the appointed agent of record who issued the bond. Surety Bonds issued by an individual are not acceptable to Clark County.

B. Not later than **ten (10) business days** after OWNER's written request for insurance, the BIDDER shall furnish contract bonds to the Purchasing and Contracts Division as follows:

1. Labor and Material Payment Bond in the amount of 100% of the Contract price.
2. Performance Bond in the amount of 100% of the Contract price.
3. Guaranty Bond in the amount of 100% of the Contract price. The Guaranty Bond will go into effect from the date of Notice of Substantial Completion.

Award will become final after the Governing Body has authorized the award and the BIDDER has submitted its required bonds utilizing the OWNER's Bond forms.

C. Form of Bonds

1. The bonds referred to herein **shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by OWNER.**
2. The BIDDER shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.
3. **Any Performance Bond, Labor and Material Payment Bond, or Guaranty Bond prepared by an appointed agent must provide their license number and the issuing state.**
4. The bonds specified in this section must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570; Current Revision) companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies.

2. INSURANCE

A. BIDDER further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the OWNER to make any payment under this contract, to provide the OWNER with a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the state of Nevada in accordance with Nevada Revised Statutes Chapters §616A through 616D, inclusive, whether or not the BIDDER has employees.

B. BIDDER agrees to maintain required workers' compensation coverage throughout the entire term of the contract. If BIDDER does not maintain coverage throughout the entire term of the contract, BIDDER agrees that OWNER may, at any time the coverage is not maintained by BIDDER, order the BIDDER to stop work, assess liquidated damages as defined herein, suspend the contract, or terminate the contract.

C. The BIDDER shall furnish not later than **ten (10) business days** after OWNER's written request for insurance, the insurance as indicated below. The certificates for each insurance policy shall be signed by a person authorized by that insurer and licensed by the State of Nevada.

D. As a condition precedent to receiving payments, BIDDER shall have on file with OWNER current certificates of insurance evidencing the required coverage. Insurance certificates for the OWNER should contain the information shown on the sample certificates attached.

- E. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. OWNER requires insurance carriers to maintain a Best's Key Rating of A.VII or higher (i.e., A.VII, A.VIII, A.IX, A.X, etc.). The adequacy of the insurance supplied by the BIDDER, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the OWNER.
- F. BIDDER shall furnish renewal certificates to the OWNER for the required insurance during the period of coverage required by the contract. BIDDER will furnish renewal certificates for the same minimum coverage as required in this Contract. The request for updated renewal certificates will be sent by the OWNER to the BIDDER thirty (30) calendar days in advance of the expiration date shown on the certificate of insurance. A second request will be sent if the renewal certificate is not received from within **seven business days**. If within twenty (20) calendar days from the date of the request for an updated renewal certificate, the updated certificate has still not been provided, the OWNER may declare the BIDDER in default of its obligation under this paragraph.
- G. OWNER, its Officers, employees, agent, and volunteers must be expressly covered as insured's with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project must be expressly covered as insured's with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project.
1. The BIDDER's insurance shall be primary as respects OWNER, its officers, employees, agents, and volunteers. any other coverage (insurance or otherwise) available to OWNER, its officers, employees, and volunteers shall be excess over the insurance required of the BIDDER and shall not contribute with it.
- H. The BIDDER's commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically the BIDDER's contractual obligation of additional insured to OWNER. All policies must note that the OWNER will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. **Separate copies of additional insured endorsements are required and must be attached to any certificate of insurance. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
- I. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$25,000. ***If the deductible is "zero" it must still be referenced on the certificate.***
- J. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than **\$2,000,000** per occurrence or per accident. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. BIDDER's insurer must notify the OWNER of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.
- K. The BIDDER shall obtain and maintain, for the duration of the Contract or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the BIDDER, its agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in BIDDER's Bid. The BIDDER is required to obtain and maintain the following coverage:
1. Commercial General Liability: Commercial General Liability coverage shall be on "occurrence" basis only and not "claims made." The coverage must be provided on either an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability (including a Broad Form CGL Endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to OWNER within **ten (10) business days** after OWNER's written request of insurance. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors. BIDDER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. **A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**

2. **Auto Liability:** Auto Liability must provide coverage for claims for damage due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of **any motor vehicles whether owned, hired or non-owned**. BIDDER shall maintain limits of no less than **\$1,000,000 combined single limit "per accident"** for bodily injury and property damage. **A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
 3. **Builders Risk / Course of Construction:** Unless otherwise provided in the Contract Documents, the BIDDER shall purchase and maintain property insurance (builders' risk) upon the work at the site to the full insurable value. This insurance shall include the interests of University Medical Center of Southern Nevada, the OWNER, OWNER's designated representative, BIDDER, Subcontractors, and Subcontractors of any tier. Coverage shall be written on forms to include Fire, Extended Coverage, and Special Form including theft. BIDDER is responsible for the deductible for any claim made against the policy.
 4. **Pollution Insurance:** Unless otherwise provided in the Contract Documents, the BIDDER shall purchase and maintain pollution insurance which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of \$1,000,000 including Asbestos Abatement Liability (proof of subcontractor certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.
- L. If the BIDDER fails to maintain any of the insurance coverage required herein, then the OWNER will have the option to declare the BIDDER in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. The BIDDER is responsible for any expenses paid by the OWNER to maintain such insurance and the OWNER may collect the same from the BIDDER or deduct the amount paid from any sums due the BIDDER under the contract.
- M. The insurance requirements specified herein do not relieve the BIDDER of its responsibility or limit the amount of their liability to the OWNER or other persons and the BIDDER is encouraged to purchase such additional insurance, as it deems necessary.
- N. BIDDER is responsible for and must remedy all damage or loss to any property, including property of OWNER, caused in whole or in part by the BIDDER, any subcontractor or anyone employed, directed or supervised by BIDDER. The BIDDER is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- O. The BIDDER shall pay all premiums and costs of insurance.
- P. Regardless of the coverage provided by any insurance policy, the BIDDER shall indemnify, defend and hold OWNER harmless from any and all claims, demands, actions, attorneys' fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of BIDDER or its principals, employees, subcontractors or other agents while performing services under this Contract. BIDDER shall indemnify, defend and hold harmless the OWNER and others specified from any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.
- Q. BIDDER agrees that its officers, employees, subcontractors at every tier and suppliers shall perform all work in accordance with any and all current and adopted local, state, and federal building, demolition, and fire codes as applicable to jurisdiction and shall be held liable for any actions, damages, or costs caused by or arising from non-conformance with this requirement.
- R. Any conflict between adopted codes and standards shall be resolved by using the more stringent requirement unless specifically directed otherwise by the applicable government's entity.



MULLE-1

OP ID: DF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GLB Insurance Group of Nevada, an Alera Group Agency, LLC 4455 S. Pecos Road Las Vegas, NV 89121 Gary Prater		702-735-9333		CONTACT NAME: Deborah Fronczak	
				PHONE (A/C, No, Ext): 702-735-9333	
				FAX (A/C, No): 702-735-6129	
				E-MAIL ADDRESS: Deborah@glbins.com	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Employers Mutual Casualty	
				INSURER B: Travelers Property Casualty	
				INSURER C: Insurance Co. of the West	
				INSURER D: Lloyd's of London	
				INSURER E:	
				INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	5X59471	01/16/2019	01/16/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	5X59471	01/16/2019	01/16/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	ZUP-71M72058-19-NF	01/16/2019	01/16/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLV 5045948 00	01/16/2019	01/16/2020	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liab			ECOC598351	03/01/2019	01/16/2020	Occ 1,000,000 AGG 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bid Number: 2019-10, Trauma ICU Renovation Project, PWP No. CL-209-336
University Medical Center of Southern Nevada, its officers, employees and volunteers, are additional insureds, including primary and non-contributory and waiver of subrogation applies with respect to liability arising out of the activities by or on behalf of the named insured in connection with

CERTIFICATE HOLDER UMCNV01 University Medical Center of Southern Nevada 1800 W Charleston Blvd Las Vegas, NV 89102	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Deborah Fronczak</i>
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NOTEPAD:

HOLDER CODE UMCNV01
INSURED'S NAME Muller Construction

MULLE-1
OP ID: DF

PAGE 2
Date 10/04/2019

this project. Additional insured including primary and non-contributory and waiver applies to auto. Waiver of subrogation applies to workers compensation. Umbrella is following form. Cancellation subject to policy terms and conditions.

Form Numbers.

CG7578 (6-17) General Liability
CG7555 (10-13) General Liability
CG7429 (11-98) General Liability
CA7450 (11-15) Commercial Auto Liability
WC 00 03 13 (Ed. 4-84)

Deductibles:

GL = \$1,000.

Auto = \$0.

Umbrella = \$10,000 retention

WC = \$0.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion a, is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion g.(2) is amended as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions j.(3) and (4) is amended to add the following:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

- (1) insureds;
- (2) claims made or "suits" brought;
- (3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.

- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs j.(3), j.(4), j.(6) and k. do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under Section I - Coverage A, the last paragraph (after the exclusions) is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

F. MEDICAL PAYMENTS

If Section I - Coverage C, Medical Payments Coverage is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within one year of the accident date is changed to three years.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments - Coverages A and B Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSURED

Section II - Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSURED - AS REQUIRED BY CONTRACT

1. Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

a. Currently in effect or becomes effective during the policy period; and

b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, Section II - Who Is An Insured of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:
- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - (b) The construction, erection or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance.
 - (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by any vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily Injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
Their status as additional insured under this endorsement ends when:
 - 1. The license granted to you by such person(s) or organization(s) expires; or
 - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
 - k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
 - l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
 - m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
- 3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
 - 4. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits of Insurance:
If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
 whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II - Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE

Section II - Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II - Who is An Insured, Paragraph 3.a. is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III - Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS - INCREASED LIMITS

Section III - Limits of Insurance, Paragraph 7. is replaced by the following:

- 7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV - Commercial General Liability Conditions Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An "executive officer" or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY - ADDITIONAL INSURED EXTENSION

Section IV - Commercial General Liability Conditions Paragraph 4. Other Insurance is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV - Commercial General Liability Conditions Paragraph 6. Representations is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV - Commercial General Liability Condition Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard".

S. MENTAL ANGUISH

Section V - Definition 3. is replaced by the following:

"Bodily Injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

Policy Number: 5X59471

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT — AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your projects away from premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I - Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If Physical Damage Coverage is provided by this coverage form for an "auto" you own, the Physical Damage Coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSURED

Section II - Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

C. EMPLOYEES AS INSUREDS

The following is added to the Section II - Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the Who Is An Insured Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph 5.b. of the Other Insurance Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II - Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
 - (a) The organization is a partnership or a joint venture; or
 - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSURED

Section II - Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "Insured" does not include any subsidiary that is an "Insured" under any other automobile liability policy or was an "Insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II - Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in Section II Covered Autos Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III - Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III - Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the Limits Of Insurance provision under Section III - Physical Damage Coverage.

M. HIRED AUTO PHYSICAL DAMAGE

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

N. AUTO LOAN OR LEASE COVERAGE

Section III - Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III - Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage - Transportation Expense Coverage Extension Included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III - Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph C, Limit Of Insurance of Section III - Physical Damage Coverage

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loan or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III - Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE - GLASS REPAIR OR REPLACEMENT

Section III - Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV - Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 6. of Paragraph A. Loss Conditions of Section IV Business Auto Conditions is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV - Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V - Definitions, C. is replaced by the following:

"Bodily Injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

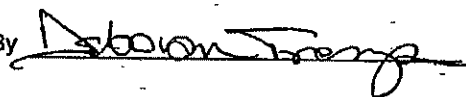
**PREMIUM FOR THIS BLANKET WAIVER OF SUBROGATION ENDORSEMENT
APPLIES TO ALL OPERATIONS OF THE INSURED AND WILL BE CHARGED
AT 2% OF TOTAL MANUAL PREMIUM DEVELOPED FOR THE STATE OF
NEVADA. NO MINIMUM CHARGE APPLIES.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **01-16-19** Policy No. **WLV 5045948 00**
Insured **MÜLLER CONSTRUCTION**
Insurance Company **INSURANCE COMPANY OF THE WEST**

Endorsement No.
Premium \$ **INCL.**

Countersigned By



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**PREMIUM FOR THIS BLANKET WAIVER OF SUBROGATION ENDORSEMENT
APPLIES TO ALL OPERATIONS OF THE INSURED AND WILL BE CHARGED
AT 2% OF TOTAL MANUAL PREMIUM DEVELOPED FOR THE STATE OF
NEVADA. NO MINIMUM CHARGE APPLIES.**

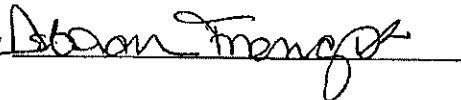
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **01-16-19**Policy No. **WLV 5045948 00**

Endorsement No.

Insured **MULLER CONSTRUCTION**Premium \$ **INCL.**Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By



PERFORMANCE BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

Merchants National Bonding,

That CMMCM LLC dba: Müller Construction, as Principal Contractor, and Inc., as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called OWNER, in the sum of Seven Hundred Thirty-Three Thousand & 00/100ths dollars (\$733,000.00), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said OWNER to perform all work required under the Bidding Schedule(s) Bid No. 2019-10 of the Owner's specifications, entitled, TRAUMA ICU RENOVATION PROJECT.

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on their part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the contract is hereby waived by said Surety.

SIGNED this 2nd day of October,
20 19

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF
SURETY)

CMMCM LLC dba: Müller Construction
(Principal Contractor)

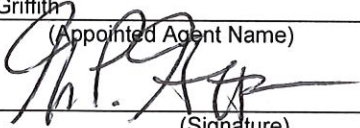
Aimee Goodwin, VP of Operations
(Authorized Representative and Title)

By: 
(Signature)

Surety: Merchants National Bonding, Inc.

119079
(State of Nevada, License Number)

Gregory P. Griffith
(Appointed Agent Name)

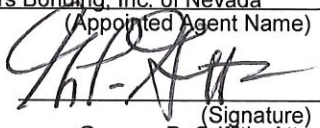
By: 
(Signature)

Nevada License #819462
(License Number and Issuing State)

Address: P.O. Box 36797
Las Vegas, NV 89133-6797

Telephone: (702) 878-2622

Constructors Bonding, Inc. of Nevada
(Appointed Agent Name)

By: 
(Signature)
Gregory P. Griffith, Attorney-in-Fact

Address: P.O. Box 36797
Las Vegas, NV 89133-6797

Telephone: (702) 878-2622

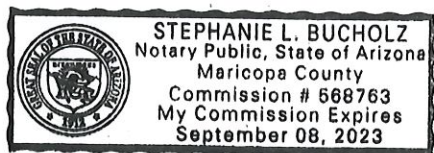
ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

ACKNOWLEDGEMENT OF SURETY

STATE OF Arizona)

COUNTY OF Maricopa)

On this 2nd day of October, in the year 2019, before me personally come(s) Gregory P. Griffith, Attorney-In-Fact of Merchants National Bonding, Inc., with whom I am personally acquainted, and who, being by me duly sworn, says that he/she reside(s) in Phoenix, AZ, that he/she is the Attorney-In-Fact of Merchants National Bonding, Inc., the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-In-Fact of the said Company by like order.




Stephanie L. Bucholz, Notary Public

My commissions expires: September 8, 2023

BOND NUMBER: NNV1322

Bid No. 2019-10

UMC CLARK COUNTY, NV

LABOR AND MATERIAL PAYMENT BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That CMMCM LLC dba: Müller Construction, as Contractor, and Inc., as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called OWNER, in the sum of Seven Hundred Thirty-Three Thousand & 00/100ths dollars (\$733,000.00), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said OWNER to perform all work required under the Bid Schedule(s), **BID NO. 2019-10, Trauma ICU Renovation**

NOW THEREFORE, if said Contractor, or subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED this 2nd day of October,
20 19

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF
SURETY)

CMMCM LLC dba: Müller Construction
(Principal Contractor)

Aimee Goodwin, VP of Operations
(Authorized Representative and Title)

By: [Signature]
(Signature)

Surety: Merchants National Bonding, Inc.
119079
(State of Nevada, License Number)

Gregory P. Griffith
(Appointed Agent Name)

By: [Signature]
(Signature)

Nevada License #819462
(License Number and Issuing State)

Address: P.O. Box 36797
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Telephone: (702) 878-2622

Constructors Bonding, Inc. of Nevada
(Appointed Agent Name)

By: [Signature]
(Signature)
Gregory P. Griffith, Attorney-in-Fact

Address: P.O. Box 36797
Las Vegas, NV 89133-6797

Telephone: (702) 878-2622

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

ACKNOWLEDGEMENT OF SURETY

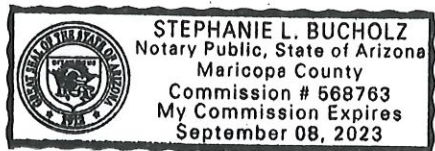
STATE OF Arizona)

COUNTY OF Maricopa)

On this 2nd day of October, in the year 2019, before me personally come(s) Gregory P. Griffith, Attorney-In-Fact of Merchants National Bonding, Inc., with whom I am personally acquainted, and who, being by me duly sworn, says that he/she reside(s) in Phoenix, AZ, that he/she is the Attorney-In-Fact of Merchants National Bonding, Inc., the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-In-Fact of the said Company by like order.


Stephanie L. Bucholz, Notary Public

My commissions expires: September 8, 2023



BOND NUMBER: NNV1322

Bid No. 2019-10

UMC CLARK COUNTY, NV

GUARANTY BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

GUARANTEE for CMMCM LLC dba: Müller Construction

2133 Industrial Road, Las Vegas, NV 89102

(Name and Address of Prime Contractor)

We hereby guarantee that the **BID NO. 2019-10 Trauma ICU Renovation Project**, which we have constructed, has been done in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of the Notice of Substantial Completion of the above named work by the University Medical Center of Southern Nevada, without any expense whatsoever to said University Medical Center of Southern Nevada, ordinary wear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within fourteen (14) calendar days after being notified in writing by University Medical Center of Southern Nevada, we collectively or separately, do hereby authorize University Medical Center of Southern Nevada to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

SIGNED this 2nd day of October,
20 19

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF
SURETY)

CMMCM LLC dba: Müller Construction

(Principal Contractor)

Aimee Goodwin, VP of Operations

(Authorized Representative and Title)

By: 

(Signature)

Surety: Merchants National Bonding, Inc.

119079

(State of Nevada, License Number)

Gregory P. Griffith

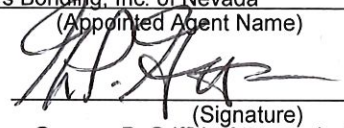
(Appointed Agent Name)

By: 

(Signature)

Constructors Bonding, Inc. of Nevada

(Appointed Agent Name)

By: 

(Signature)

Gregory P. Griffith, Attorney-in-Fact

Nevada License #819462

(License Number and Issuing State)

Address: P.O. Box 36797

Las Vegas, NV 89133-6797

Telephone: (702) 878-2622

Address: P.O. Box 36797

Las Vegas, NV 89133-6797

Telephone: (702) 878-2622

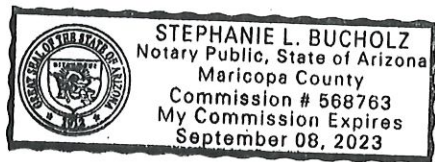
ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

ACKNOWLEDGEMENT OF SURETY

STATE OF Arizona)

COUNTY OF Maricopa)

On this 2nd day of October, in the year 2019, before me personally come(s) Gregory P. Griffith, Attorney-In-Fact of Merchants National Bonding, Inc., with whom I am personally acquainted, and who, being by me duly sworn, says that he/she reside(s) in Phoenix, AZ, that he/she is the Attorney-In-Fact of Merchants National Bonding, Inc., the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-In-Fact of the said Company by like order.



Stephanie L. Bucholz, Notary Public

My commissions expires: September 8, 2023

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Crysta J Powell; Gregory P Griffith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

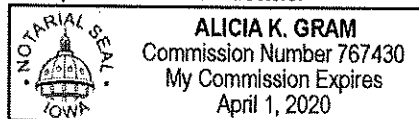
By

Larry Taylor
President

STATE OF IOWA

COUNTY OF DALLAS ss.

On this this 5th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of October, 2019.



William Warner Jr.

Secretary

EXHIBIT C-1 MEDIATOR AGREEMENT

This Agreement ("Agreement") is made and entered into this _____ day of _____, by and between the University Medical Center of Southern Nevada ("OWNER"), _____ ("Contractor") and _____ ("Mediator"). OWNER and _____ are collectively referred to as "Parties".

WHEREAS, _____ was awarded the **BID NO. 2019-10 Trauma ICU Renovation Project**, and the OWNER and _____ entered into a contract entitled _____ ("Contract");

WHEREAS, a claim, dispute or controversy relating to the Contract has arisen between the Parties;

WHEREAS, the Parties have been unsuccessful in resolving the claim, dispute or controversy by informal negotiations as required in section _____ of the Contract,

WHEREAS, _____ has submitted a demand to _____ for non-binding informal mediation of the claim, dispute or controversy, pursuant to section _____ of the Contract;

WHEREAS, the Contract requires the Parties to mutually agree upon a private independent mediator to mediate the claim, dispute or controversy;

WHEREAS, the Parties have mutually agreed to hire Mediator in this matter;

WHEREAS, Mediator is willing to accept this appointment;

NOW THEREFORE, the County, Contractor and Mediator agree as follows:

1. Scope of Services

The Parties hereby retain and appoint Mediator to mediate the above-referenced claim, dispute or controversy arising out of the Contract. Mediator agrees to conduct a mediation in accordance with section 7 of the General Conditions of the Contract and consistent with the most current version of "The Model Standards of Conduct for Mediators" as approved by the American Arbitration Association. Additionally, Mediator agrees to conduct the mediation consistent with sections addressing "Mediator's Impartiality and Duty to Disclose", "Duties and Responsibilities of the Mediator" and "Confidentiality" of the current version of the "Construction Industry Mediation Procedures" as approved by the American Arbitration Association.

2. Mediator's Fees and Expenses

Mediator will charge an hourly rate of \$_____ for his services as a mediator. The Parties are equally responsible for the cost of the Mediator. The County is responsible for fifty-percent (50%) of the fees of Mediator and Contractor is responsible for fifty-percent (50%) of the cost of Mediator.

OWNER and Contractor agree to reimburse Mediator for reasonable expenses including, but not limited to, long distance telephone calls, photocopying and mailing fees.

3. Billing

Mediator will provide, on a monthly basis, invoices to OWNER and Contractor itemizing all services provided. Mediator agrees to bill OWNER for its fifty-percent (50%) share and Mediator agrees to bill the Contractor for its fifty-percent (50%) share. Mediator understands and agrees that the Parties are only responsible for their respective fifty-percent (50%) shares. If the Contractor does not pay Mediator its fifty-percent (50%) share of the fees, then OWNER is not responsible. Likewise, if OWNER does not pay Mediator its fifty-percent (50%) share of the fees, then the Contractor is not responsible.

OWNER and Contractor agree to make payment for Mediator's fees and expenses within sixty (60) days after receipt of such billings.

4. Term

The term of this Agreement shall commence on the date of this Agreement and shall continue until Mediator concludes the above-referenced matters on which he is serving as the Parties' Mediator.

5. Amendment and Modification

No provision of this Agreement will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the authorized agents of both parties.

6. Applicable Law

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

7. Exclusive Benefit of the Parties

Except as specifically provided in this section, this Agreement is not intended to create any rights, powers or interests in any third party and this Agreement is entered into for the exclusive benefit of OWNER, Contractor, and Mediator.

8. Notices

Any notice required or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States Mail at the following addresses:

To OWNER:

To Contractor:

To Mediator:

Either party may, at any time and from time to time, change its address by written notice to the other party.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties and may only be modified, supplemented or amended by a written agreement signed by both parties.

(SIGNATURE ON NEXT PAGE)

EXHIBIT C-2

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (hereinafter referred to as ("Confidentiality Agreement")) is made and entered into this ____ day of _____, 20__ by and between the University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (OWNER), and _____ ("_____"). _____ County and _____ are collectively referred to as "Parties".

RECITALS

WHEREAS, _____ was awarded Bid No. Bid No. 2019-10 for the Trauma ICU Renovation Project, and OWNER and _____ entered into a contract entitled for the Project ("Contract");

WHEREAS, a claim, dispute or controversy relating to the Contract has arisen between the Parties;

WHEREAS, the Parties have haven been unsuccessful in resolving the claim, dispute or controversy by informal negotiations as required in section _____ of the Contract,

WHEREAS, _____ has submitted a demand to _____ for non-binding informal mediation of the claim, dispute or controversy, pursuant to section _____ of the Contract;

WHEREAS, pursuant to section _____ of the Contract, the Parties are required to enter into this Confidentiality Agreement as a condition of the informal nonbinding mediation prior to the commencement of the mediation;

NOW THEREFORE, in consideration of the premises and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

AGREEMENT

IT IS HEREBY AGREED by and between the Parties, their directors, officers, representatives and employees to maintain the confidentiality of the mediation and not disclose any statements, documents or information of merit or substance relating to the mediation. The Parties agree not to rely upon or introduce as evidence in any arbitral, judicial, or other proceedings the following:

a) views expressed or suggestions or offers made by another party or the mediator in the course of the mediation proceedings, with respect to a possible settlement of a dispute, and with respect to negotiations that preceded the mediation;

b) admissions made by another party in the course of the mediation proceedings and negotiations that preceded the mediation relating to the merits of the dispute;

c) written and oral statements made or documents exchanged;

d) proposals made or views expressed by the mediator; or

e) the fact that another party had or had not indicated willingness to a proposal for settlement made by another party or the mediator.

The confidentiality of this provision is waived in the event the disclosure constitutes probative evidence in a pending action alleging negligence or willful misconduct of the mediator.

IT IS FURTHER AGREED by and between the Parties, their directors, officers, representatives and employees that no cause of action may be asserted based upon the manner in which the mediation is conducted or what transpires during the mediation proceeding.



Infection Control Risk Assessment for Construction (ICRA)

Site: TICU Refresh
Date of evaluation: 06/26/19

Step One:

Using the following table, identify the type of construction activity:

TYPE A	Inspection and Non-Invasive Activities. Includes, but is not limited to: ▪ removal of ceiling tiles for visual inspection, limited to 1 tile per 50 square feet ▪ painting (but not sanding) ▪ wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.
TYPE B	Small scale, short duration activities which create minimal dust Includes, but is not limited to: ▪ installation of telephone and computer cabling ▪ access to chase spaces ▪ cutting of walls or ceiling where dust migration can be controlled.
TYPE C	Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies Includes, but is not limited to: ▪ sanding of walls for painting or wall covering ▪ removal of floor coverings, ceiling tiles and casework ▪ new wall construction ▪ minor duct work or electrical work above ceilings ▪ major cabling activities ▪ any activity which cannot be completed within a single work shift.
TYPE D	Major demolition and construction projects Includes, but is not limited to: ▪ activities which require consecutive work shifts ▪ requires heavy demolition or removal of a complete cabling system ▪ new construction.

Step Two:

Using the following table, identify the patient risk groups that will be affected. If more than one risk group will be affected, select the higher risk group:

Low Risk	Medium Risk	High Risk	Highest Risk
- Office areas - Unoccupied Space	- Cardiology - Echocardiography - Endoscopy - Nuclear Medicine - Physical Therapy - Radiology/MRI - Respiratory Therapy	- CCU - Emergency Room - Labor & Delivery - Laboratories (specimen) - Newborn Nursery - Outpatient Surgery - Pediatrics - Pharmacy - Post Anesthesia Care Unit - Surgical Units - Maternity	- Any area caring for immunocompromised patients - Cardiac Cath Lab - Central Sterile Supply - Intensive Care Units - Medical Unit - Negative pressure isolation rooms - Oncology - Operating rooms, including C-section rooms

Step Three:

Match the patient risk group (low, medium, high, highest) with the planned project type (A, B, C, D) on the following matrix, to find the level of infection control activities which are required. The color-coded precautions are delineated on the next page.

Attachment 1 Construction Activity/Infection Control Matrix

Construction Project Type

Patient Risk Level	TYPE A	TYPE B	TYPE C	TYPE D
Low Risk Group	I	II	II	III/IV
Medium Risk Group	I	II	III	IV
High Risk Group	I	II	III/IV	IV
Highest Risk Group	II	III/IV	III/IV	IV

Note: Infection Control approval will be required when the Construction Activity and Risk Level indicate that Class IV Type C control procedures are necessary.

Infection Control Precautions

During Construction Project

Upon Completion of Project

CLASS I	Execute work by methods to minimize raising dust from construction operations. Immediately replace a ceiling tile displaced for visual inspection	
CLASS II	1. Provide active means to prevent airborne dust from dispersing into atmosphere. 2. Water-mist work surfaces to control dust while cutting. 3. Seal unused doors with duct tape. 4. Block off and seal air vents. 5. Place dust mat at entrance and exit of work area. 6. Remove or isolate HVAC system in areas where work is being performed.	1. Wipe work surfaces with disinfectant. 2. Contain construction waste before transport in tightly covered containers. 3. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. 4. Remove isolation of HVAC system in areas where work is being performed.
CLASS III	1. Remove or Isolate HVAC system in area where work is being done to prevent contamination of duct system. 2. Complete all critical barriers, i.e. sheetrock, plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. 3. Maintain negative air pressure within work site, utilizing HEPA equipped air filtration units. 4. Contain construction waste before transport in tightly covered containers. 5. Cover transport receptacles or carts. Tape covering unless solid lid.	1. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Dept. 2. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. 3. Vacuum work area with HEPA filtered vacuums. 4. Wet mop area with disinfectant. 5. Remove isolation of HVAC system in areas where work is being performed.

CLASS IV	1. Isolate HVAC system in area where work is being done to prevent contamination of duct system. 2. Complete all critical barriers, i.e. sheetrock, plywood, plastic, to seal area from non-work area, or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. 3. Maintain negative air pressure within work site, utilizing HEPA equipped air filtration units. 4. Seal holes, pipes, conduits, and punctures appropriately. 5. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site, or they can wear cloth or paper coveralls that are removed each time they leave the work site. 6. All personnel entering work site are required to wear shoe covers. Shoe covers must be changed each time the worker exits the work area. 7. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Department.	1. Remove barrier material carefully to minimize spreading of dirt and debris associated with construction. 2. Contain construction waste before transport in tightly covered containers. 3. Cover transport receptacles or carts. Tape covering unless solid lid 4. Vacuum work area with HEPA filtered vacuums. 5. Wet mop area with disinfectant. 6. Remove isolation of HVAC system in areas where work is being performed.
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Step Four: Identify the areas surrounding the project area, assessing potential impact.

Unit Below	Unit Above	North	South	East	West
N/A	Sleep Rooms	Exterior	Corridor	Exterior	Exterior
Risk Group	Risk Group	Risk Group	Risk Group	Risk Group	Risk Group

Step Five: Identify specific site of activity, e.g. Patient room, medication room, etc.

Remove existing wallpaper, prep wall and install new Acrovyn. Remove flooring and install new LVT flooring. Repair plumbing in rooms. New millwork for Nurses Stations.

Step Six: Identify issues related to ventilation, plumbing, electrical – in terms of the possible/probable occurrences of outages: Minimal concern for any ventilation, plumbing or electrical issues; which should not disrupt any service. Additionally, there are minimal noise concerns.

Step Seven: Identify containment measures, using prior assessment.

What types of barriers? (e.g. solid wall barriers) Will HEPA filtration be required?

Plastic barrier will be installed with Zipper. Any vents will be sealed to contain any potential dust to the work area where the install is being done. A walk-off mat will be utilized at the exit.

(Note: Renovation/construction area shall be isolated from the occupied areas during construction and shall be negative with respect to surrounding areas.)

Step Eight: Consider potential risk of water damage. Is there a risk due to compromising structural integrity? (e.g. wall, ceiling, roof)
N/A

Step Nine: Work hours: Can or will the work be done during non-patient care hours?

The install will be done during normal working hours in a phased manor. Hours 0700-1600.

Step Ten: Do plans allow for adequate number of isolation/negative airflow rooms? N/A

Step Eleven: Do the plans allow for the required number & type of hand washing sinks? N/A

Step Twelve: Does the infection control staff agree with the minimum number of sinks for this project? N/A

Step Thirteen: Does the infection control staff agree with the plans relative to clean and soiled utility rooms? N/A

Step Fourteen: Plan to discuss the following containment issues with the project team. (examples: traffic flow, housekeeping, debris removal (how & when))

The removal and replacement of flooring and drywall will be done during business hours. The construction area will be completely sealed off with entrance/exit being done through a zippered visqueen containment. All equipment will be brought into UMC from the east ambulance entrance door, into area of work.

Contractors will adhere to protective measures as determined by Infection Control in the ICRA as well as any applicable ILSM's. Contractors will utilize covered carts for any debris removal following the same pathway used to bring construction materials.

If any violations to infection control protective measures and/or established ILSM's are observed all work will stop until such violations are corrected.

Note: Identify and communicate the responsibility for project monitoring that includes infection control concerns and risks. The ICRA may be modified throughout the project. Revision must be communicated to the Project Manager.

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) – Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Counsel Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American, Pacific Islander American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☒ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ 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
Number of Clark County Nevada Residents Employed: 30						
Corporate/Business Entity Name:		CMMCM LLC				
(Include d.b.a., if applicable)		Müller Construction				
Street Address:		2133 Industrial Road		Website: www.mullerlv.com		
City, State and Zip Code:		Las Vegas, NV 89102		POC Name: Aimee Goodwin Email: agoodwin@mullerlv.com		
Telephone No:		702-832-1111		Fax No: 7012-920-8177		
Nevada Local Street Address: (If different from above)		Same as above		Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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)
Cesar Malaga	President	65
Arnaldo Leon	CEO	30
Aimee Goodwin	VP of Operations	5

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

- 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.)
- 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.

 Signature	Aimee Goodwin Print Name
VP of Operations	10/1/2019 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
n/a			

* UMC employee means an employee of University Medical Center of Southern Nevada

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

REPRESENTATIONS AND CERTIFICATIONS

The prospective bidder/proposer, Muller Construction certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or affiliates
 - a. Are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and
 - b. Has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").
2. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
3. Have within a three (3)-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
4. Have not within a five (5) -year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification; and,
6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Aimee Goodwin, VP of Operations

2019-10

Printed Name & Title of Authorized Representative

Bid Number


Signature of Authorized Representative

10/1/2019
Date

I am unable to certify to the above statement. My explanation is attached.

Signature _____ **Date** _____ **Bid Number** _____

Progress Billing

PO: _____
Application: _____
Date: _____

OWNER: University Medical Center
Attn: _____
1800 W. Charleston Blvd
Las Vegas, NV 89102

Project Name
Location

Application For Payment On Contract

Original PO Contract Amount.....	_____
Net Change by Change Order.....	_____
Contract Sum.....	_____
Total Complete to Date.....	=====
Total Retained.....	_____
Total Earned Less Retained.....	=====
Less Previous Billings.....	_____
Current Payment Due	
Balance on Contract.....	_____

Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor: _____ Date: _____

Make Checks Payable to: _____
Address: _____

Year

the contract no later than 15 days after the end of the month.

Report # ☐ Regular Weekly Report ☐ Final Report for Project Bid/Project #

Project Title

☐ Prime Contractor Name & Address

☐ Subcontractor Name & Address

[illegible]

STATE OF NEVADA
Office of the Labor Commissioner
STATEMENT OF COMPLIANCE

In compliance with the provisions of Chapters 338 of NRS and NAC, respectively, I, as an officer, owner or director of the undersigned contractor, hereby certify that this report is a true and accurate statement of worker=s earnings employed on this Public Works contract by the undersigned contractor for the following payroll period:

Month and Day Year to Month and Day Year

I further certify:

1. That no deductions have been made from the wages earned by any person so listed other than those permissible or required by law.
2. That any apprentice listed herein is registered in a bona fide apprenticeship program.
3. Check all that apply:

- ☐ The contractor is signatory to a collective bargaining agreement with some or all of its employees.
☐ Each employee listed has been paid the required applicable wages plus the amount of fringe benefits listed in their contract.
☐ Each employee listed has been paid the required applicable wages per hour with no fringe benefit contributions paid by the contractor.

- ☐ Prime Contractor
☐ Subcontractor

Contractor Name:	Address:
Telephone:	Fax:

PRINTED NAME/TITLE SIGNATURE DATE

NRS 338.070:

4. The contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name and the actual per diem, wages and benefits paid to each workman employed by him in connection with the public work.
5. The record must be open at all reasonable hours to the inspection of the public body awarding the contract, and its officers and agents. The contractor or subcontractor shall ensure that a copy of the record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month. The copy must be open to public inspection as provided in NRS 239.070. The record in the possession of the public body awarding the contract may be discarded by the public body 2 years after final payment is made by the public body for the public work.
6. Any contractor or subcontractor, or agent or representative thereof, performing work for a public work who neglects to comply with the provisions of this section is guilty of a misdemeanor.

WORKERS EMPLOYED REPORT (A) (PER N.R.S. 338.070)

Project Number: _____ Date: _____

Project Name: _____ PWP Number: CL-2019-336 _____

General Contractor: _____ Subcontractor: _____

Prepared by: _____ Contact Number: _____

Email Address: _____

Worker Name	Workers Occupation	Has a Driver's License or Identification Card	State Issued	Wages	Per Diem	Benefits
1		☐ YES or ☐ NO				
2		☐ YES or ☐ NO				
3		☐ YES or ☐ NO				
4		☐ YES or ☐ NO				
5		☐ YES or ☐ NO				
6		☐ YES or ☐ NO				
7		☐ YES or ☐ NO				
8		☐ YES or ☐ NO				
9		☐ YES or ☐ NO				
10		☐ YES or ☐ NO				
11		☐ YES or ☐ NO				
12		☐ YES or ☐ NO				
13		☐ YES or ☐ NO				
14		☐ YES or ☐ NO				
15		☐ YES or ☐ NO				
16		☐ YES or ☐ NO				
17		☐ YES or ☐ NO				
18		☐ YES or ☐ NO				
19		☐ YES or ☐ NO				
20		☐ YES or ☐ NO				

**DO NOT INCLUDE ANY LICENSE OR I.D. NUMBERS
WORKERS EMPLOYED REPORT (B)** (PER N.R.S. 338.070)

Project Number:	_____	Date:	_____
Project Name:	_____	PWP Number: CL-2019-336	_____
General Contractor:	_____	Subcontractor:	_____
Prepared by:	_____	Contact Number:	_____
Email Address:	_____		

	Worker Name	Driver's License No. or Identification No.	State Issued	First day on Project	Last day on Project
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

CONFIDENTIAL
NON-APPORTIONED VEHICLE REPORT

Project Number:	_____	Date:	_____
Project Name:	_____	PWP Number:	CL-2019-336 _____
General Contractor:	_____	Subcontractor:	_____
Prepared by:	_____	Contact Number:	_____
Email Address:	_____		

	OWNER Name	Vehicle Description	License No. and State
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			

MATERIALS PURCHASED REPORT

Project Number: _____			Date: _____
Project Name: _____			PWP Number: CL-2019-336 _____
General Contractor: _____			Subcontractor: _____
Prepared by: _____			Contact Number: _____
Email Address: _____			

	Material Supplier Name	Address	Materials Purchased
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

CLOSEOUT DOCUMENTATION SUMMARY REPORT OF SUBCONTRACTORS

Project Number:		Date:	
Project Name:		PWP Number: CL-2019-336	
General Contractor:		Subcontractor:	
Prepared by:		Contact Number:	
Email Address:			

	Subcontractor Name	*BEG	Ethnicity	Address	Bid Item or Work Performed	Value of Contract
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						

*Reference Instruction to Bidders for definitions.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
BID NO. 2019-10

TRAUMA ICU RENOVATION
Addendum Date: September 9, 2019

ADDENDUM NO. 1

Additional Information

1. This Addendum contains responses to all questions related to this Bid that UMC received by the September 4, 2019 deadline. See "Questions and Answers" section below.
2. Reminder: Bids are due on or before **Tuesday, September 24, 2019, at 2:00:00 p.m.**, based on the time clock at UMC's Materials Management front desk. A public Bid Opening will take place immediately thereafter in Ambulatory Conference Room. Please review the Bid Document for more information regarding Bid acceptance and delivery methods.

Questions and Answers

Attention Bidders: The responses in this section address questions received by UMC in reference to the above-mentioned Bid. They are intended to clarify information contained in the Bid Document. Some questions have been edited for clarity, grammar and/or spelling.

1. **Will the contractor be responsible for relocating the Pyxis Machine for the renovation?**
No, UMC will relocate the Pyxis Machine.
2. **It was mentioned that the toilet carriers are at the incorrect elevation; how much will the carriers have to be raised?**
Raise to the maximum allowed by code. Pictures 1, 2, & 3 are attached as examples.

Changes / Clarifications

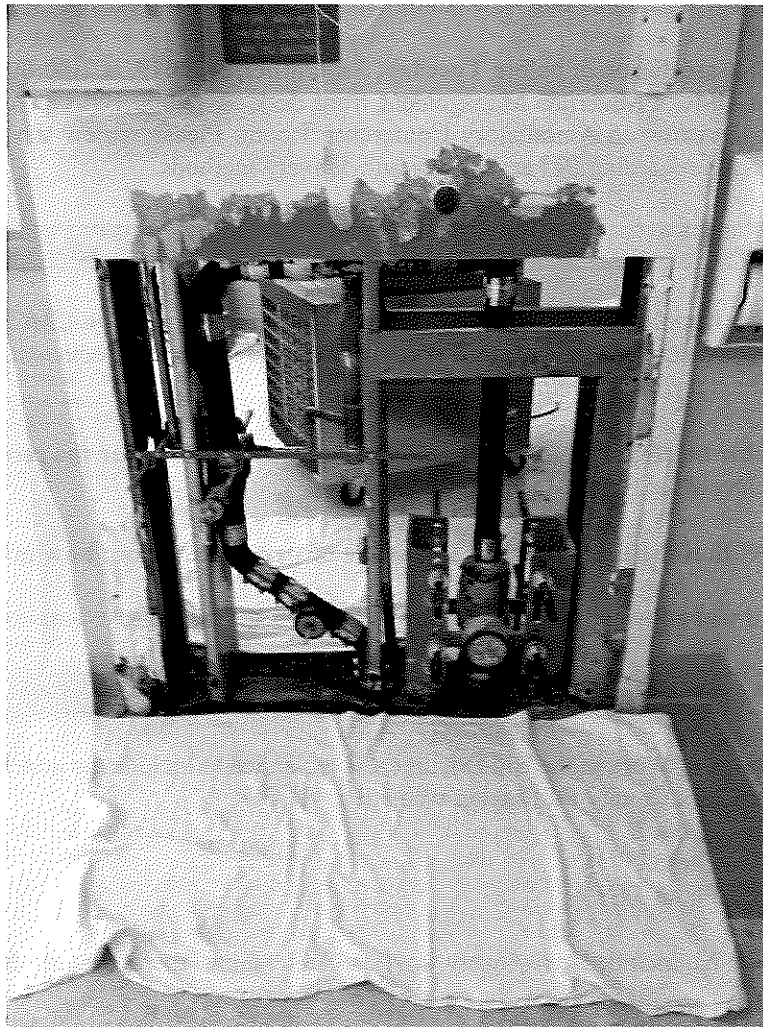
1. The Exhibit A: Scope of Work in the Bid Document is expanded to include the attached drawing which is available on the Clark County Purchasing website or via CD:
 - Photo 1
 - Photo 2
 - Photo 3
2. Other than the items included previously in this Addendum, there are no further changes or clarifications.

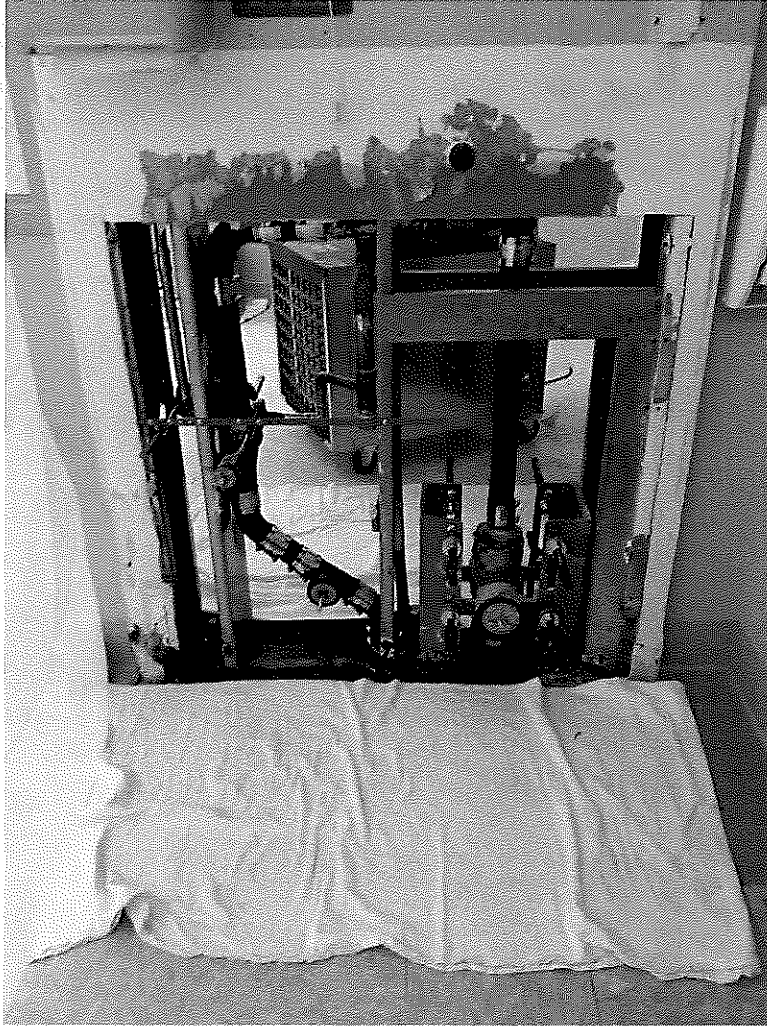
Issued by

Should you have any questions, please contact me at (702) 207-8846 or via email at frances.heiy@umcsn.com.

Issued by:

Frances Heiy
Contracts Specialist
UMC







UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
BID NO. 2019-10

TRAUMA ICU RENOVATION
Addendum Date: September 18, 2019

ADDENDUM NO. 2

Additional Information

1. UMC has revised portions of the Scope of Work for this Bid. Please see below "Changes/Clarification" section for important information regarding these changes.
2. Reminder: Bids are due on or before **Tuesday, September 24, 2019, at 2:00:00 p.m.**, based on the time clock at UMC's Materials Management front desk. A public Bid Opening will take place immediately thereafter in Ambulatory Conference Room. Please review the Bid Document for more information regarding Bid acceptance and delivery methods.

Changes / Clarifications

1. The Exhibit A: Scope of Work in the Bid Document is expanded to include the attached drawing which is available on the Clark County Purchasing website or via CD:
Additional Electrical Specs
2. Other than the items included previously in this Addendum, there are no further changes or clarifications.

Issued by

Should you have any questions, please contact me at (702) 207-8846 or via email at frances.heiy@umcsn.com.

Issued by:

Frances Heiy
Contracts Specialist
UMC

Submitted by Nedco Supply		Catalog Number: 24CZ2-40HE-RDP-UNV-L835-CD1-U	Type: A
 Job Name: UMC ENTERPRISE OCCUPATIONAL MEDICINE		Notes:	NEOCO19-37750

Metalux

DESCRIPTION

The Cruze™ ST LED series combines latch-less design, matte white paint after fabrication and frosted acrylic lens to deliver architectural appeal at unmatched price. This high performance LED troffer is constructed with Eaton's the latest solid-state technology platform and delivers unprecedented energy savings, visual comfort and aesthetics at an incredible value. Cruze ST offers premium finishes and clean lines making it an ideal choice for commercial office spaces, schools, hospitals, and retail merchandising areas.

Catalog #		Type	
Project			
Comments		Date	
Prepared by			

SPECIFICATION FEATURES

Construction

- Die formed of code gauge prime cold rolled steel with full length die-formed stiffeners
- Unibody endplates attached with interlocking tabs and screws
- Hemmed side flanges
- Four auxiliary fixture end suspension points
- Integral Grid-lock feature for endplates for added safety
- Optional earthquake clips available

Integrated Controls

- 0-10V dimming to 1% standard
- WaveLux sensor compatible for IoT capability
- LumaWatt Pro sensor compatible for IoT capability
- SVPD sensor compatible for out of the box functionality
- DLVP sensor and driver compatible for low voltage applications
- DALI 2.0, Lutron, and step-dimming available

LED and Light Engine

- LED's available in 3000K, 3500K, 4000K, or 5000K at 80 CRI minimum and 90 CRI minimum
- TM21 life at 60,000 hours up to L94 and calculated L70 exceeds 290,000 hrs.
- Drivers available in 120-277V and 347V
- Color Tuning options available with Eaton's VividTune

Emergency Battery Options

- Optional 120-277V emergency battery available in 7W or 14W
- 90-minute backup period for code compliance
- Test switch with laser pointer and testing from floor feature for ease of use
- EZ Key feature prevents accidental discharge during construction
- Generator transfer options available

Finish

- Multistage, iron phosphate pretreatment
- 90% reflective, matte white enamel finish
- Full fixture housing painted after fabrication

Shielding

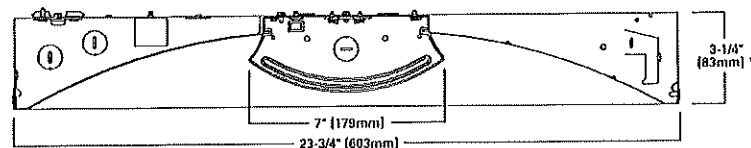
- Ribbed acrylic frosted lens standard
- Optional smooth acrylic frosted lens (S)
- Optional metal perforated acrylic lens (RDP)

Compliance

- IC rated for insulation contact
- cULus listed for damp locations
- RoHS compliant
- Tested to IESNA LM-79 and LM-80
- Stated life tested to TM21 standards
- Can be used for State of California Title 24 high efficacy luminaires

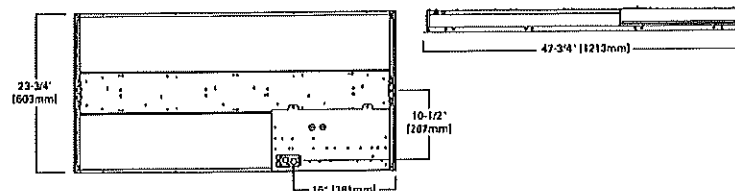
Warranty

- Five year warranty standard.

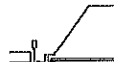
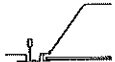


*When combined with emergency total height is increased by 1 inch.

MOUNTING DATA

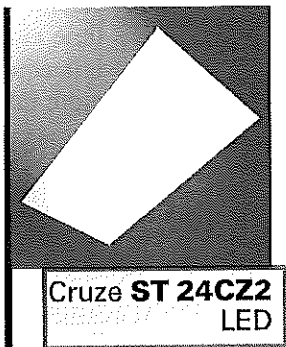


CEILING COMPATIBILITY

G Grid/Lay-In Standard	G Concealed T	G Slot Grid	Ceiling Type	Trim Type
			Exposed Grid	Standard
			Concealed T	Standard
			Slot Grid	Standard
			Flange	Standard

*See Drywall Frame Kit Accessory in Ordering Information Section

EATON
Powering Business Worldwide



2' X 4' LED TROFFER
Specification Grade Troffer



VividTune



LOAD DATA (STOCK PRODUCT)

Thd	6%
Power Factor	0.99
Weight	16 lbs.
Low Temp. Start	-20°C

LINEAR DISCONNECT

Safe and convenient means of disconnecting power



PS519235EN
November 29, 2018 2:09 PM

Submitted by Nedco Supply	Job Name: UMC ENTERPRISE OCCUPATIONAL MEDICINE	Catalog Number: 24CZ2-40HE-RDP-UNV-L835-CD1-U	Type: A
 NEDCO SUPPLY LIGHTING DEPARTMENT	Notes:	NEDCO19-37750	

24CZ2 LED

ORDERING INFORMATION

SAMPLE NUMBER: 24CZ2-40HE-UNV-L835-CD1-U

Rating Blank=Standard ATYP-SW=Chicago Rtd=Chicago Cruze ST Series 24CZ2-2x4 Cruze ST	High Efficacy Lumen Output 30HE=3000 Lumens 35HE=3500 Lumens 40HE=4000 Lumens 45HE=4500 Lumens 50HE=5000 Lumens 55HE=5500 Lumens 60HE=6000 Lumens 65HE=6500 Lumens 70HE=7000 Lumens 75HE=7500 Lumens Standard Efficacy Lumen Output 30=3000 Lumens 35=3500 Lumens 40=4000 Lumens 45=4500 Lumens 50=5000 Lumens 55=5500 Lumens 60=6000 Lumens 65=6500 Lumens Shielding [Blank]=Ribbed Frosted Acrylic Lens (standard) S=Smooth Frosted Acrylic Lens RDP=Smooth Lens with Round Pattern Insert	Voltage UNV=Universal Voltage 120-277V 347V=347 Vdc 48V=48 Volt Low-voltage (Class 2) Options Emergency [Blank]=No emergency EL7W=7-watt, 120V-277V emergency battery pack installed EL14W=14-watt 120V-277V emergency battery pack installed ELV7W=7-watt, DLVP-compatible low voltage emergency battery pack installed ELV14W=14-watt DLVP-compatible low voltage emergency battery pack installed GTR2=Generator Transfer Relay ETRD=Emergency Transfer Relay with dimming control CRI/CGI L830=80CRI, 3000K L835=80CRI, 3500K L840=80CRI, 4000K L850=80CRI, 5000K L930=90CRI, 3000K L935=90CRI, 3500K L940=90CRI, 4000K L950=90CRI, 5000K L93050=80CRI 3000K-5000K White Tuning L93050=90CRI 3000K-5000K White Tuning L92765=80CRI 2700K-6500K White Tuning L92765=90CRI 2700K-6500K White Tuning Flex [Blank]=No Flex A3/8-4/18GDM=3/8" Flex with 0-10V Dimming Leads A3/8-2/18G=3/8" Flex with line and common A3/8-5/18GDM=Flex with 0-10V Dimming leads and Blue for alternate wiring See below for details.	Driver Type CD=0-10V Dimming Driver (1%-100% Dimming) SR=Sensor-ready Dimming Driver for LWIPD1 option (1%-100% Dimming) ELTD=ELTH Light DALI Driver (5%-100% Dimming) ELTHD=ELTH Light Dimming Driver (1%-100% Dimming) LV=DLVP Dimming Driver (0%-100% Dimming) SD=Step Dimming Driver (50% or 100% Dimming) LHE=Lutron HiLume (LHE1 series) 1%-100% EcoSystem Driver with Soft-on Fade to Black dimming L5=Lutron 5 Series (LDE5-Series) 5%-100% EcoSystem Driver W2A=White Tuning, 2 ch, Analog 0-10V Intensity and CCT Control	Number of Drivers 1=1 Driver 2=2 Drivers
---	---	---	---	---

Integrated Sensing Systems
 [Blank]=No Sensor
 SWPD1=WaveLink Wireless Integrated Sensor
 SDWPD1=WaveLink Wireless Integrated Sensor Dual Band
 LWIPD1=LumaWatt Pro Wireless Integrated Sensor
 LDWIPD1=LumaWatt Pro Wireless Integrated Sensor Dual Band
 SLWPD1=LumaWatt Pro Wireless Tile-mount Sensor
 SLVPD1=DLVP Low-voltage Integrated Sensor
 SDLVPD1=DLVP Low-voltage Integrated Sensor Dual Band
 SVPD1=0-10V Stand-alone Integrated Sensor
 SDVPD1=0-10V Stand-alone Integrated Sensor Dual Band

Packaging
 U=Unit Pack
 PAL=Job Pack, out of carton
 PALC=Job Pack, in carton

ACCESSORIES

- CZ2-EQCLIP-U=Cruze ST "CZ2" Earthquake Clip Kit (4 clips per bag kit)
- DF-24-W-2' x 4' Drywall Frame Kit
- SK-24-W-2' x 4' Shallow Surface Mount Kit
- SK-24-WT-2' x 4' Tall Surface Mount Kit
- ISHH-01=Programming Remote for Integrated Sensor
- ISHH-02=Personal Control Remote for Integrated Sensor



Connected Systems
[CLICK HERE](#)

NOTES: ¹An EG Grid Clip is recommended for all 8/18" ceiling systems. Four required per fixture. ²Products also available in non-US voltages and frequencies for international markets. ³With integral test switch/indicator/flasher test. For approximate delivered lumens multiply the lumens per watt of the desired fixture by the wattage of the emergency battery pack (100 lmW x 7=700 lumens). IES-format photometry for luminaires under emergency operation available. ⁴Required for use with sensors and emergency options. Provides blank band on opposite side from sensor band to provide symmetric appearance. ⁵347 versions 6000 lumens and below are available with emergency options. 347 versions with emergency ELTHD, step dim, or sensors are not available. ⁶Used to bypass local control during outage. Must be used in conjunction with UL 1008 device (provided by others). GTR2 option includes 2 relays on fixtures with dimming drivers. ETRD option only requires one relay when used on a dimming fixture. Must specify voltage as 120V or 277V when ordering these devices. 347 not available. ⁷White tuning provides correlated color temperatures (CCT) between 3000K (warm) to 6000K (cool) or 2700K (warm) to 6500K (cool). Must be used in conjunction with W2A driver only. Must be used with two (2) 10V dimming control channels, 1 color, 1 intensity. Not compatible with other control or sensor options. ⁸White tuning not available with this model. ⁹Two drivers are required for the following packages: 65 347V CD, 76HE 347V CD. When combined with emergency total height is increased by 1 inch.

Integrated Sensing and Control System Options

NOTES: Integrated options must be used in conjunction with the associated system and may not be compatible with other options or accessories. Please refer to the following: ¹Consult WaveLink system pages for additional details and compatibility. ²Consult LumaWatt Pro system pages for additional details and compatibility. ³Consult DLVP system pages for additional details and compatibility. ⁴Consult SVPD series system pages for additional details and compatibility. ⁵Consult FINI Light system pages for additional details and compatibility. ⁶Consult Marketplace Options - Lutron system pages for additional details and compatibility. Compatible only with driver series shown, and may require two or more drivers. Requires field commissioning to operate or dim. Contact Lutron at www.lutron.com.

Flexible Metal Conduit Options

Flex options available for 0-10V dimming control, DALI dimming control, emergency and night light functions. 72-inch factory-installed and pre-wired to driver, fitted to luminaire housing access plate with 90° enclosed FMC connector. Not all options may be combined and installation ratings vary by type.
 A3/8-4/18GDM series notes: Factory installed dimming option 3/8" flexible metal conduit with 2-#10 power and ground wires and 2-#18 UL-listed jacketed 0-10V 4/- control wires. Meets UL 66, 83, 1479, 1659, 1681, 2650.
 NEC 250.118, 300.22(C), 392, 336, 330, 501, 502, 503, 530, 504, 505, 610, 520, 530, 545, 72; Federal Specification A-A-59544 (formerly J-C-308); all applicable OSHA and HUG Requirements. UL Classified 1-, 2-, and 3-hour (through penetration with applicable fire stop product (not included). May be surface mounted, fished and/or embedded in plaster. Cable tray and approved raceway rated, install per NEC3; Environmental Air-Handling Space installation per NEC3 300.22(C).

Specifications & dimensions subject to change without notice. Consult your Eaton Representative for availability and ordering information.

SHIPPING DATA

Size	Wt.	48" L x 52" W x 46" H
2' x 4'	20.4 lbs.	28



Eaton
 1121 Highway 74 South
 Peachtree City, GA 30269
 P. 770-486-4800
 www.eaton.com/lighting

Specifications and dimensions subject to change without notice.

PS519235EN
 November 28, 2018 2:09 PM

1800 W. Charleston Blvd.
Las Vegas, NV 89102
(702) 383-2000



Mason VanHouweling
Chief Executive Officer

October 30, 2019

CMMCM LLC dba Müller Construction
Attn: Aimee Goodwin
2133 Industrial Rd
Las Vegas, NV 89102

RE: NOTICE OF AWARD
UMC BID NUMBER 2019-10, TRAUMA ICU RENOVATION PROJECT (PWP NO. CL-2019-336)

Dear Ms Goodwin:

Thank you for submitting all of the required documentation for the subject Bid. All documentation appears to be in order, and this project is hereby awarded to CMMCM LLC dba Müller Construction in the amount of \$733,000.00. This award letter authorizes you to immediately execute the required contracts with your equipment and material supplier(s) and required subcontractors. No substitution of listed subcontractor(s) is permitted unless submitted to University Medical Center of Southern Nevada ("UMC") in writing in accordance with the contract documents. A copy of the contract document is enclosed for your records.

UMC's Plant Operations department will administer this contract and will contact you in the near future to schedule the project kickoff meeting. They will also coordinate with our Public Safety Office/Officers and Contracts Management teams to ensure you have all the resources and support needed to complete this project, while also ensuring project activities do not unduly disrupt services to our patients, their loved ones, staff and the public.

Thank you for your continued interest in doing business with University Medical Center of Southern Nevada.

Sincerely,

Mason VanHouweling
Chief Executive Officer

Enclosures: Contract Documents (Bid Document, Contractor's Bid Form, all Addenda, Contractor's Bonds and Insurance)

Cc: Monty Bowen, Plant Operations
Will Rawlinson, Plant Operations

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☒ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ 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
Number of Clark County Nevada Residents Employed: 20						
Corporate/Business Entity Name:		CMMCM LLC				
(Include d.b.a., if applicable)		Müller Construction				
Street Address:		2133 Industrial Road		Website: www.mullerlv.com		
City, State and Zip Code:		Las Vegas, NV 89102		POC Name: Aimee Goodwin Email: agoodwin@mullerlv.com		
Telephone No:		702-832-1111		Fax No: 702-920-8177		
Nevada Local Street Address: (If different from above)		Same as above		Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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)
Cesar Malaga	President	65
Araldo Leon	CEO	30
Aimee Goodwin	VP of Operations	5

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

- 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.)
- 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.

 Signature	Aimee Goodwin Print Name
VP of Operations Title	6/7/2019 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
n/a			

* UMC employee means an employee of University Medical Center of Southern Nevada

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Grant Fund Agreement with the State of Nevada Office of the Attorney General	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the Grant Fund Agreement with the State of Nevada Office of the Attorney General; and authorize the Chief Executive Officer to sign the Agreement. (For possible action)	

FISCAL IMPACT:

Fund Number: 7290.001
Fund Center: 3000999901
Description: Women's Health Grant Fund (Phase 2)
Bid/RFP/CBE: N/A
Term: 2 years from Effective Date
Amount: Phase 2 – UMC to receive \$1,711,650.90
Out Clause: Immediately w/ cause

Fund Name: UMC Restricted Fund
Funded Pgm/Grant: Women's Health Grant

BACKGROUND:

On January 25, 2017, the Governing Board approved the Grant Agreement for Women's Health Phase 1 with the State of Nevada Office of the Attorney General (Nevada Attorney General) for UMC to receive a grant award pursuant to the Wyeth Pharmaceuticals litigation settlement. This grant was allocated for UMC to (1) renovate the Labor & Delivery department; and (2) purchase operating room equipment; maternal and fetal delivery equipment; and biomedical and IT equipment.

This new request is to approve the Grant Fund Agreement for Women's Health Phase 2. UMC will receive the final charitable proceeds in the amount of \$1,711,650.90 which will be used for the Perinatal Unit Remodel project: (1) renovation of the Perinatal Unit Nursing Station and Lobby; (2) update the furnishing, renovate the locker room and break space; (3) create the Patient Nutrition Center; (4) refresh the NICU; (5) enhance the technology for patient care; and (6) replace the patient room window treatments.

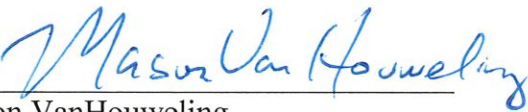
The Grant period is for two (2) years from the Effective Date upon signing of the Agreement by the Nevada Attorney General.

UMC's Grants & Development Director has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their October 23, 2019 meeting and recommended for approval by the Governing Board.

Respectfully submitted,

Cleared for Agenda
October 30, 2019


Mason VanHouweling
Chief Executive Officer

Agenda Item #

10

**STATE OF NEVADA OFFICE OF THE ATTORNEY GENERAL
WYETH HRT LITIGATION
GRANT FUND AGREEMENT**

This Grant Fund Agreement ("Agreement") is made and entered into by and between the Office of the Attorney General of the State of Nevada ("Nevada Attorney General" or "Grantor") and **University Medical Center of Southern Nevada** ("Grantee") (together with the Nevada Attorney General, "the Parties"). This Agreement is effective as of the date of execution of this Agreement by the Nevada Attorney General ("Effective Date").

WHEREAS, in 2008 the Nevada Attorney General filed a lawsuit against Wyeth Pharmaceuticals and other defendants regarding certain allegations concerning the marketing of hormone replacement therapy drugs which targeted women, which litigation resulted in an Order approving Settlement Agreement ("Judgment") filed with the Eighth Judicial District Court, Clark County, Nevada ("Court"), Civil Case No. A-08-575980 and approved by the Court on October 30, 2014;

WHEREAS, the Judgment ordered the creation of a charitable donation ("Grant Fund") in the amount of \$3,857,500 to the University Medical Center of Southern Nevada and \$3,857,500 to the University of Nevada School of Medicine to fund Nevada health care programs affecting women's health issues;

WHEREAS, the Nevada Attorney General, upon review of Grantee's previous application ("Phase 1") dated August 19, 2016, awarded and reimbursed a portion of the charitable proceeds to Grantee in the amount of \$2,005,170;

WHEREAS, the Nevada Attorney General, upon review of Grantee's timely application to support its Phase 2 Funding Desires ("Phase 2") in August 2019, awards the final charitable proceeds to Grantee in the amount of **\$1,711,650.90** and hereby recognizes that Grantee has contractually committed this amount in accordance with the Judgment to fund Nevada health care programs affecting women's health issues, as described in its Phase 2 application and presentation;

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises and covenants contained herein, the Parties agree as follows:

- 1. Grant Fund:** The Nevada Attorney General agrees to provide a grant from the Grant Fund received from Case No. A-08-575980 up to the total amount of **\$1,711,650.90**, and no more than that amount. Grant Funds shall only be used to reimburse expenses incurred by Grantee for the program described in paragraph 2 herein during the Grant Fund period of two (2) years from the Effective Date ("Grant Period"). In the event any Grant Funds are not expended by Grantee for authorized purposes during the Grant Period, no outstanding or additional Grant Funds will be distributed to Grantee, unless expressly approved by the Nevada Attorney General. No Grant Funds will be provided until such expenses have been incurred by Grantee and the Nevada Attorney General has approved reimbursing the expenses. In addition, in order to receive any Grant Funds, Grantee shall provide a monthly expenditure report by the fifteenth (15th) of each month to the Nevada Attorney

General, which shall include the following: (i) a certified monthly financial report form (on a form supplied by the Nevada Attorney General) which identifies each expenditure, its date and amount; and be able to provide upon request, and (ii) copies of back-up documentation, including copies of invoices and evidence of payment for each expenditure reported. Upon review and approval of Grantee's monthly expenditure report, payment of reimbursement of Grant Funds will be provided by the Nevada Attorney General for approved expenses. A monthly expenditure report is not required if there is a month with no activity. Payment reimbursement may not be requested more than once every thirty (30) day period. The Nevada Attorney General may reject requests for reimbursement of any approved expenditure submitted after sixty (60) days of the occurrence of such expenditure. If any expenses are not approved, Grantee agrees to utilize another funding source to pay for such expenses. Any reimbursements by the Nevada Attorney General are also dependent on Grantee's continued eligibility for the Grant pursuant to paragraph 3 herein and Grantee's continued compliance with all terms of this Agreement. Reimbursement will only be made for expenditures specifically listed on Grantee's line item and narrative budget for Phase 2 attached hereto as "Exhibit A."

2. Use of Grant Funds: Grant Funds shall only be used to reimburse expenses incurred by Grantee for the program as follows:

(i) Grant Funds shall only be used for Nevada health care programs affecting women's health issues for Phase 2 as outlined in "Exhibit A."

(ii) The Grant Fund is designated only for the reimbursement of expenses as described herein. Grantee is specifically prohibited from assigning, selling, gifting, encumbering, or otherwise transferring the Grant Fund in any form or fashion to any other entity or person. In the event Grantee fails or does not desire to comply with the terms of the Grant Fund, Grantee accepts and agrees to discharge full control of the Grant Fund and its disposition and responsibility for complying with the terms and conditions of this Agreement.

3. Remedies, Reversion and Grant Ineligibility: In addition to any other remedies the Nevada Attorney General may have, Grantee agrees that the Nevada Attorney General may withhold Grant Funds (and accordingly not reimburse any incurred expenses for the program described in paragraph 2 herein) or terminate any Grant commitment that the Nevada Attorney General has made to Grantee if Grantee does not comply with any term or condition contained in this Agreement. Moreover, Grantee further agrees that Grantee will, without notice, no longer be eligible to receive additional Grant Fund reimbursements, and further agrees to immediately repay any portion of the Grant Fund that has not been reimbursed but distributed, including any Grant Funds spent for purposes not contemplated by this Agreement, under the following conditions and as specified below:

(i) in the event of Grantee's dissolution;

(ii) in the event Grantee no longer qualifies as a tax-exempt organization under Internal Revenue Code section 501(c)(3) or as a state or political subdivision of a state under Internal Revenue Code section 170(c)(1);

(iii) in the event any portion of the Grant Funds are used for any purpose other than for the express purpose for which the Grant Funds are provided as stated in paragraph 2 herein;

(iv) in the event Grantee becomes incapable of using the Grant Funds for the intended purpose, as determined by either Grantee or the Nevada Attorney General;

(v) in the event Grantee files a bankruptcy petition; or

(vi) in the event any Grant Funds provided are not expended by Grantee or otherwise committed by Grantee for the purposes set forth herein within one (1) year of the payment of such Grant Fund reimbursements.

Any amounts so refunded by Grantee shall be returned by Grantee and remitted to the Attorney General Special Revenue Fund 330 to be used, at the sole discretion of the Attorney General to enhance Women's health care programs affecting women's health issues.

4. **Grantee Tax Status:** Grantee represents that it is either: (i) an organization that is exempt from tax under section 501(c)(3) of the Internal Revenue Code and which status has been duly confirmed by one or more operative IRS rulings or determination letters, copies of which Grantee shall submit to the Nevada Attorney General upon request; or (ii) is a state or political subdivision of a state under Internal Revenue Code section 170(c)(1).
5. **Books and Records:** Grantee shall account separately for the spending and reimbursement of Grant Funds, and maintain complete records of receipts and expenditures of Grant Fund reimbursements. Such books and records, as well as copies of any reports submitted to the Nevada Attorney General, shall be kept for at least five (5) years after completion of the Grant Period. The foregoing books and records shall be available to the Nevada Attorney General for inspection and copying at all reasonable times.
6. **Annual Reports:** Grantee shall provide to the Attorney General a one-page annual certification by May 1, 2020 and each year thereafter through May 1, 2022 stating: (i) the name and authority of the certifying person; (ii) date of certification; (iii) the specific uses of Grant Funds and Grant Fund reimbursements during the previous years; and (iv) the amount of any remaining Grant Funds and/or interest from such year's contribution.
7. **Relationship of the Parties:** Nothing contained herein shall be construed in any way to create a joint venture, partnership, agency or other similar relationship between the Nevada Attorney General and Grantee, and it is the specific intent of the Parties that no such relationship be established hereby. Neither of the Parties

shall have any express or implied right or authority to assume or create any obligations on behalf, or in the name, of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.

- 8. Assignment and Amendment:** Neither this Agreement nor any of the rights, benefits, duties or obligations provided herein may be assigned by Grantee. This Agreement may be amended only upon the mutual signed, written consent of the Parties, but such amendment must not violate the terms of the Grant Fund as described herein.
- 9. No Third Party Rights:** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties to this Agreement and to their respective successors and assigns. For instance, this Agreement does not create any contractual relationship, such as a joint venture, partnership, agency, sub-grantee, or other similar relationship between the Nevada Attorney General and the health-related program identified in paragraph 2 herein.
- 10. Governing Law:** This Agreement shall be governed by the laws of the State of Nevada.
- 11. Entire Agreement:** This Agreement sets forth the entire agreement between the Parties and supersedes all prior or other agreements, applications, understandings, or approvals, whether written or oral, relating to the subject matter hereof.
- 12. Execution:** This Agreement may be executed in one or more counterparts, each of which shall be considered to be an original for all purposes and all of which together shall constitute one and the same instrument. Any party hereto may deliver its signature to this Agreement electronically (including without limitation by facsimile transmission or by emailing its signature in portable document format [PDF] or similar electronic format), which will be legally effective and enforceable.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement to become effective as of the Effective Date.

State of Nevada
Office of the Attorney General

By: _____
Mark J. Krueger
Chief Deputy Attorney General

Date: October _____, 2019

Grantee Name: University Medical Center of Southern Nevada

By: _____
Mason VanHouweling
Chief Executive Officer

Date: October _____, 2019

EXHIBIT A
Grant Fund Application

UMC Grant Application

University Medical Center of Southern Nevada (UMC) UMC Grant Application	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Chief Nursing Officer:</td> <td>Debra Fox</td> </tr> <tr> <td>Cost Center Name:</td> <td>Perinatal Unit</td> </tr> <tr> <td>Cost Center #:</td> <td>6390</td> </tr> <tr> <td>Date:</td> <td>9/19/2019</td> </tr> </table>	Chief Nursing Officer:	Debra Fox	Cost Center Name:	Perinatal Unit	Cost Center #:	6390	Date:	9/19/2019
Chief Nursing Officer:	Debra Fox								
Cost Center Name:	Perinatal Unit								
Cost Center #:	6390								
Date:	9/19/2019								
1. Title of Project: Perinatal Unit Remodel <i>Project Includes: Renovation of Perinatal Unit Nursing Station and Lobby, Update furnishing, Renovate Locker Room and Break Space, Create Patient Nutrition Center, Refresh NICU, Enhance Technology for Patient Care, and Replacement of Patient Room Window Treatments</i>									
2. Contact Name: Lisa Pacheco	2a. MAILING ADDRESS (Street, City, State, Zip): University Medical Center of Southern Nevada 1800 W. Charleston Blvd. Suite 508 Las Vegas, NV 89102								
Title: Director of Grants and Development									
Telephone and Fax: Phone: 702-207-8228 Fax: 702-671-6595									
	Email Address: Lisa.Pacheco@umcsn.com								
3. Amount of Capital Expenditure: \$1,711,650.90	4. ONGOING OPERATING COSTS: \$0.00								
PROJECT SUMMARY AND RELEVANCE TO WOMEN'S HEALTH: Giving birth is one of the most intimate and unforgettable moments in a woman's life. This renovation project will provide a Maternity Center that provides a comfortable private room with state of the art technology, for this important moment in time. In addition, the renovation of the lobby and workspaces will provide comfortable space that is comforting and inviting to the new and expectant mother. Technology initiatives include GE Airstrip Software Application links with current fetal monitoring software to give physicians immediate access to fetal monitoring strips and patient's charts. Bluetooth Telemetry Fetal Monitors allow patients to be mobile and still allowing continuous fetal monitoring while the mother is in active labor. The NicView system enhances family centered care and promotes family bonding by providing real-time neonate viewing in the Neonatal Intensive Care Unit. (See attached Budget and PowerPoint for additional details).									
5. SIGNATURES:									
CNO: _____	DATE: _____								
CFO: _____	DATE: _____								
CAO: _____	DATE: _____								
CEO: _____	DATE: _____								

UMC GRANT APPLICATION

AG GRANT FUNDS REQUEST

Item Name	Category	Total Cost
Construction (Includes Lobby, Nurse stations, NICU, Break room, Nutrition room, and Breastfeeding room)	Facility Renovation	\$ 1,329,597.56
NICU Camera Implementation	Technology	\$ 199,060.00
New window treatments for all Patient rooms	Facility Renovation	\$ 13,986.00
Philips Avalon Bluetooth Telemetry Fetal Monitors	Technology	\$ 44,065.24
New Furniture (Lobby, breakroom, Nurse station)	Facility Renovation	\$ 23,742.10
Larger Television/Upgraded lobby technology	Facility Renovation	\$ 1,200.00
GE Air Strip Software Application linking with Fetal Monitoring software	Technology	\$ 100,000.00
		\$ 1,711,650.90

7th Floor Remodel Funded by AG Grant

Phase 2



Revised 10/4/19

Goal: Creating a Maternity Center that combines a comfortable private room for mom and babies with state of the art technology to give the best of both worlds in one unique facility.

The Maternity experience begins in one of our beautiful birth suites. Warm wood tones private bathrooms and a private calm space help our new families usher in their little ones into the world in the best and most attentive environment possible.



Revised 10/4/19

Women Services OB Programs established in Phase 1

- WIC
- Safe Sleep Program – National Bronze Award applied for Gold Status
- NAT Education
- Breast Donor Milk - Program for Neonates
- March of Dimes Liaison Family Centered Education for Newborns
- Child Life Programs
- HLI Perinatal Outpatient Programs
- Baby Steps Program
- Diabetic Education
- Certified Lactation Program for Breastfeeding
- High Risk Management



State of the Art Technology

- Physical environment esthetically improved with an emphasis on calm nurturing environment.
- GE Air Strip Software Application linking with Fetal Monitoring software – will give Physician's immediate access to fetal monitor strip and chart.
- NicView- Usage of technology to expand family-centered care with 24 hour live streaming capability for the neonate parents.
- Philips Avalon Bluetooth Telemetry Fetal Monitors– allowing patients to be mobile while being continuously monitored while in active labor.
- Lobby furniture that is accommodating to patients and patient's families, allowing for charging devices.



Revised 10/4/19

NicView

The NicView system promotes family bonding by providing real-time viewing of their infant in the Neonatal Intensive Care Unit. We do this by providing a secure video stream over the internet that parents and family members can use to see their new addition. With the NicView camera system, any device that has access to the web can view the baby in your NICU.



FAMILY-CENTERED CARE

Making parents feel more involved strengthens trusting relationships and provides reassurance, allowing healthcare professionals to focus on the job of caring for their NICU patients. This simple device provides a value-added service for parents and relatives, increasing patient satisfaction.

UMC
UNIVERSITY MEDICAL CENTER

L&D Lobby



UMC
UNIVERSITY MEDICAL CENTER

L&D Nurse Station



UMC

Other Before Photos





Phase 2 Planned Scope of Work

- Demolition and Renovation of L&D Nurse Station
- New flooring and layout of L&D Lobby
- Updated additional furniture
- Painting, new flooring, and removal of wall between lockers and break room
- Create a Patient Nutrition Center
- NICU Refresh (including new cabinetry, flooring and abatement) – to have a continuation of the same warm, calming, safe environment throughout the Perinatal unit
- Enhanced Technology
- New window treatments for all patient rooms



Revised 10/4/19

Phase 2 Funding Desires

AG GRANT FUNDS REQUEST

Item Name	Total Cost
Construction (Includes Lobby, Nurse stations, NICU, Break room, Nutrition room, and Breastfeeding room)	\$ 1,329,597.56
NICU Camera Implementation	\$ 199,060.00
New window treatments for all Patient rooms	\$ 13,986.00
Philips Avalon Bluetooth Telemetry Fetal Monitors	\$ 44,065.24
New Furniture (Lobby, breakroom, Nurse station)	\$ 23,742.10
Larger Television/Upgraded lobby technology	\$ 1,200.00
GE Air Strip Software Application linking with Fetal Monitoring software	\$ 100,000.00
	\$ 1,711,650.90



Revised 10/4/19

Future UMC Women & Newborn Care Center Lobby



**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Receive Education on Diversity and Workplace Violence	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a refresher education on diversity and workplace violence from Anna Caputo, Manager, Equal Opportunity Program. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

Respectfully submitted,

Cleared for Agenda
October 30, 2019



Mason VanHouweling
Chief Executive Officer

Agenda Item #

11



The **Highest Level of Care** in Nevada

Diversity and Workplace Violence

An Informational Presentation by

Anna Caputo

Equal Opportunity Program Manager

Equal Opportunity Laws

Title VII of the Civil Rights Act of 1964 - race, color, national origin, sex (including gender identity and sexual orientation), and religion.

The Pregnancy Discrimination Act of 1978 - pregnancy, childbirth, and related medical conditions.

The Age Discrimination in Employment Act of 1967 (Age 40+)

The Americans with Disabilities Act of 1990, as amended (2008)

The Genetic Information Nondiscrimination Act (2008)

Nevada Revised Statutes 613.330 - adds sexual orientation and gender identity or expression.

NRS 651.070 - All persons entitled to equal enjoyment of places of public accommodation.

AB 348

An act relating to occupational safety and health -

- Requires UMC to develop and carry out a plan for the prevention of workplace violence and report incidents of workplace violence to the Division of Industrial Relations of the Department of Business and Industry (DIR).
- Prohibits retaliation against an employee or other provider of care who seeks the assistance of a public safety agency in response to workplace violence or who reports workplace violence.
- Requires UMC to maintain certain records.
- Requires the DIR to publish an annual report concerning workplace violence.

EO Law Connection to Workplace Violence Issues

Public comment from AB348 hearing:

“My colleagues and I face workplace violence on a daily basis. Even when I was working with adult patients as a student nurse, I can reflect upon memories of being sexually harassed, kicked at, spat on, and I remember threats of greater physical violence.”

Political/Media climate (“go back to your country”); post 9/11 anti-Muslim sentiment; ethnicity-based bias.

Reported to this office:

“Why are you even in this country?”

“What happened to all the White doctors?”

“That’s why we need to build the wall and write ‘English Only’ on it.”

Gardner v. CLC of Pascagoula (Plaza Community Living Center)

Feb. 2019 decision from the Fifth Circuit highlights the risks posed to employers in the healthcare by uncorrected or unaddressed non-employee to employee violence.

- Nurse alleged that CLC allowed a hostile work environment to be created by nonemployees by not preventing a resident's repetitive harassment. The nurse "often worked with patients who were either physically combative or sexually aggressive."

- Patient had a long history of violent and sexual behavior toward both patients and staff at the facility. He had been diagnosed with a variety of physical and mental illnesses including dementia, traumatic brain injury, personality disorder with aggressive behavior, and Parkinson's Disease.

Gardner, cont'd

Gardner refused to care for the patient again due to the continued harassment, and asked to be reassigned. Her request was denied.

When Gardner attempted to discuss her concerns about the patient's behavior, her manager laughed, and Administrator told Gardner to "put [her] big girl panties on and go back to work."

The Fifth Circuit held that the "evidence of persistent and often physical harassment by [the patient] is enough to allow a jury to decide whether a reasonable caregiver on the receiving end of the harassment would have viewed it as sufficiently severe or pervasive even considering the medical condition of the harasser."

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Report from Governing Board Clinical Quality and Professional Affairs Committee	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report from the Clinical Quality and Professional Affairs Committee and take any action deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

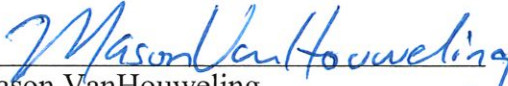
None

BACKGROUND:

The Governing Board will receive a report on the October 7, 2019 Governing Board Clinical Quality and Professional Affairs Committee meeting.

Respectfully submitted,

Cleared for Agenda
October 30, 2019


Mason VanHouweling
Chief Executive Officer

Agenda Item #

12

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Report from Governing Board Strategic Planning Committee	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report from the Governing Board Strategic Planning Committee and take any action deemed appropriate. <i>(For possible action)</i>		

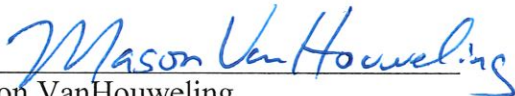
FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the October 17, 2019 Governing Board Strategic Planning Committee meeting.

Respectfully submitted,


Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
October 30, 2019

Agenda Item #

13

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Report from Governing Board Human Resources and Executive Compensation Committee	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report from the Governing Board Human Resources and Executive Compensation Committee and take any action deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the October 21, 2019 Governing Board Human Resources and Executive Compensation Committee meetings.

Respectfully submitted,


Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
October 30, 2019

Agenda Item #

14

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Report from Governing Board Audit and Finance Committee	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report from the Governing Board Audit and Finance Committee and take any action deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the October 23, 2019 Governing Board Audit and Finance Committee meetings.

Respectfully submitted,



Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
October 30, 2019

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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: CEO Performance Objectives	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the final set of performance objectives for the CEO as recommended by the Human Resources and Executive Compensation Committee, for Fiscal Year 2020. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

In accordance with the UMC CEO's employment agreement, the Governing Board will establish the CEO's performance objectives on a fiscal year basis for the purpose of evaluating performance in relation to merit salary adjustment and incentive bonus in accordance with the parameters of the agreement.

Each subcommittee of the Governing Board has provided their recommended objectives to the Executive Compensation and Human Resources Committee and that committee has been asked to review the submissions and provide a recommendation to the full Governing Board. The recommended fiscal 2020 performance objectives are attached.

Respectfully submitted,

Cleared for Agenda
October 30, 2019


Mason VanHouweling
Chief Executive Officer

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Fiscal 2020
UMC CEO Performance Objectives

Finance / Operations 25%	Goal Met
Meet or exceed fiscal year budgeted income from operations less depreciation and amortization.	
Implement new federal/state directed payment program to assist in UMC's supplemental reimbursement	
Budgeted SWB as a percentage of net revenue is 61.9%. Actual SWB as a percentage of net revenue is equal to or less than 61.4%	
Decrease cost to collect .5% and bad debt expense .5% over prior year.	
Section Total	
Clinical Quality 30%	Goal Met
Improve (or sustain improvement) on publically reported quality and safety measures to meet/exceed state and national averages; HAI below national SIR of 1.0	
Create and Implement a Plan to Improve year (FY19) over year (FY20) HCAHPS performance (for Cleanliness, Quietness, Responsiveness, Communication with Nurses and Rate the Hospital) and track our ratings against local area hospitals	
Attain healthcare worker influenza vaccination rate at or above 90%	
Attain successful accreditation through The Joint Commission	
Section Total	
Human Resources 20%	Goal Met
Execute Employee Engagement Survey with > 50% response rate	
Develop and implement staffing standards	
Electronically process HR documents to include Personnel Action Requests and Annual Evaluations	
Further develop staff skills within the Employee Development and Succession Planning Programs	
Review and update entry level job descriptions	
Analyze and act on trends found from exit survey results	
Develop interdisciplinary participation in major organizational training programs	
Section Total	
Strategic Planning Committee 25%	Goal Met
Financial Plan: Develop a five-year financial plan (FY 20 – FY 24 inclusive) for UMC as a whole with a consolidated income statement, balance sheet and cash flow statement. The plan will be granular down to the department level and, within departments (where applicable) will forecast volumes, revenue and expenses by DRG.	
Improved Results in the Six Focus Areas: Deliver improved results (financial and clinical) in the six focus areas (Ambulatory, Cardiology, General Surgery, Oncology, Orthopedics and Pediatrics).	
Marketing Plan with UNLV SoM: Develop and implement a joint branding and marketing campaign with the UNLV School of Medicine to promote the two institutions' cooperation as Las Vegas's premier Academic Medical Center.	
Continued Leadership in Las Vegas Medical District: Continue to play a leading role in the development of the Las Vegas Medical District.	
Section Total	
Objective Total	

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Monthly Financial Report for September FY20	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive the monthly financial report for September FY20, and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the financial reports for September FY20.

Respectfully submitted,



Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
October 30, 2019

Agenda Item #



September 2019 Financials

KEY INDICATORS

Current Month	Actual	Budget	Variance	%	Prior Year	%
APDs	15,157	14,664	492	3.36%	14,834	2.17%
Total Admissions	1,780	1,997	(217)	(10.87%)	1,906	(6.61%)
Observation Days	1,488	1,165	323	27.75%	1,239	20.12%
AADC	505	489	16	3.36%	494	2.27%
ALOS (Admits)	5.51	5.15	0.36	6.97%	5.35	2.94%
Hospital CMI	1.67	1.67	(0.00)	(0.22%)	1.67	(0.22%)
Medicare CMI	1.81	1.99	(0.18)	(8.88%)	1.99	(8.88%)
IP Surgery Cases	725	747	(22)	(2.95%)	747	(2.95%)
OP Surgery Cases	480	482	(2)	(0.41%)	482	(0.41%)
Total ER Visits	9,373	8,032	1,341	16.70%	9,159	2.34%
ED to Admission	6.83%	-	-	-	10.00%	(31.72%)
ED to Observation	13.54%	-	-	-	16.20%	(16.43%)
ED to Adm/Obs	20.37%	-	-	-	26.20%	(22.26%)
Quick Cares	14,217	13,044	1173	8.99%	12,917	10.06%
Primary Care	5,400	4,866	534	10.97%	4,636	16.48%
Deliveries	164	-	-	-	166	(1.20%)

SUMMARY INCOME STATEMENT - SEP

REVENUE	Actual	Budget	Variance	% Variance
Total Net Revenue	\$54,093,626	\$57,037,633	(\$2,944,008)	(5.16%) 
Net Patient Revenue as a % of Gross	18.35%	18.43%	(0.08%)	-

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	\$58,980,227	\$60,498,273	\$1,518,046	2.51% 

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Tot Inc from Ops	(\$4,886,602)	(\$3,460,640)	(\$1,425,962)	(41.21%) 
Less Depr & Amort.	\$1,880,174	\$1,876,054	\$4,121	0.22% 
Tot Inc from Ops less Depr & Amort.	(\$3,006,428)	(\$1,584,587)	(\$1,421,841)	89.73% 

SUMMARY INCOME STATEMENT - YTD

REVENUE	Actual	Budget	Variance	% Variance
Total Net Revenue	\$172,110,332	\$169,272,371	\$2,837,961	1.68% 
Net Patient Revenue as a % of Gross	18.25%	18.76%	(0.50%)	-

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	\$175,397,661	\$174,496,887	(\$900,774)	(0.52%) 

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Tot Inc from Ops	(\$3,287,329)	(\$5,224,516)	\$1,937,187	37.08% 
Less Depr & Amort.	\$5,639,202	\$5,628,161	\$11,042	0.20% 
Tot Inc from Ops less Depr & Amort.	\$2,351,874	\$403,645	\$1,948,229	482.66% 

SALARY & BENEFIT EXPENSE – SEP

	Actual	Budget	Variance	% Variance	
Salaries	\$22,390,975	\$22,254,114	(\$136,861)	(0.61%)	⬇️
Benefits	\$14,049,549	\$13,574,512	(\$475,036)	(3.50%)	⬇️
Overtime	\$734,987	\$989,621	\$254,634	25.73%	⬆️
Contract Labor	\$229,605	\$104,294	(\$125,312)	(120.15%)	⬇️
TOTAL	\$37,405,116	\$36,922,541	(\$482,575)	(1.31%)	⬇️

EXPENSES - SEP

	Actual	Budget	Variance	% Variance	
Professional Fees	\$3,495,774	\$3,610,430	\$114,656	3.18%	↑
Supplies	\$8,287,121	\$10,141,900	\$1,854,779	18.29%	↑
Purchased Services	\$5,371,164	\$5,441,913	\$70,748	1.30%	↑
Depreciation & Amortization	\$1,880,174	\$1,876,054	(\$4,121)	(0.22%)	↓
Repairs & Maintenance	\$366,676	\$416,759	\$50,083	12.02%	↑
Utilities	\$432,973	\$345,200	(\$87,773)	(25.43%)	↓
Other Expenses	\$1,060,013	\$1,059,082	(\$931)	(0.09%)	↓
Rental/Leases	\$681,216	\$684,394	\$3,178	0.46%	↑
Total Other Expenses	\$21,575,111	\$23,575,732	\$2,000,620	8.49%	↑

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: UNLV School of Medicine Dean's Update	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update on the University of Nevada Las Vegas School of Medicine; and direct staff accordingly. <i>(For possible action)</i>	

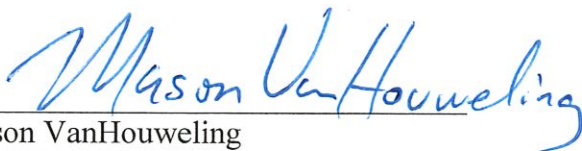
FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from the University of Nevada Las Vegas School of Medicine.

Respectfully submitted,



Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
October 30, 2019

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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: CEO Update	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Mason VanHouweling, Chief Executive Officer, UMC.

Respectfully submitted,

Cleared for Agenda
October 30, 2019



Mason VanHouweling
Chief Executive Officer

Agenda Item #

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Emerging Issues	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

None

Respectfully submitted,



Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
October 30, 2019

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