



UMC Governing Board Meeting

Wednesday, November 15, 2023 2:00 p.m.

Delta Point Building - Emerald Conference Room - 1st Floor

Las Vegas, NV

AGENDA

University Medical Center of Southern Nevada

GOVERNING BOARD

November 15, 2023, 2:00 p.m.

901 Rancho Lane, Las Vegas, Nevada

Delta Point Building, Emerald Conference Room (1st Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, November 15, 2023, commencing at 2:00 p.m. at the location listed above to consider the following:

This meeting has been properly noticed and posted online at University Medical Center of Southern Nevada's website <http://www.umcsn.com> and at Nevada Public Notice at <https://notice.nv.gov/>, and University Medical Center 1800 W. Charleston Blvd. Las Vegas, NV (Principal Office)

- 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 Stephanie Ceccarelli, Governing Board Secretary, 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.

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

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 meeting of the UMC Governing Board held on October 25, 2023. *(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 Policies and Procedures Committee's activities of July 5, 2023, August 2, 2023 and September 6, 2023, including the recommended creation, revision, and/or retirement of UMC policies and procedures; and take any action deemed appropriate. *(For possible action)*
5. Approve and authorize the Chief Executive Officer to sign the Amendment No. 1 to Master License Agreement with Canopy Partners, LLC for AIDOC Software Subscription; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; or take action as deemed appropriate. *(For possible action)*
6. Approve and authorize the Chief Executive Officer to sign the Second Amendment to the Master Services Agreement for Consumer Reporting and Ancillary Services with FinThrive Healthcare, Inc. for Insurance Discovery Subscription Services; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*
7. Approve and authorize the Chief Executive Officer to sign the Renewal Order Form and Support Services Quote with Kronos Incorporated for the Workforce Central Product Suite; or take action as deemed appropriate. *(For possible action)*
8. Approve and authorize the Chief Executive Officer to sign the Amendment Two to Deferred Equipment Agreement with Masimo Americas, Inc. for the purchase of pulse oximetry sensors and accessories; or take action as deemed appropriate. *(For possible action)*
9. Award RFP No. 2023-02, Enterprise-wide Fiber Optic Network Infrastructure to TeleData Contractors, Inc.; authorize the Chief Executive Officer to sign the RFP No. 2023-02 Service Agreement; exercise extensions or amendments; or take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

10. Receive refresher education regarding Open Meeting Law from James Conway, Assistant General Counsel; and take any action deemed appropriate. *(For possible action)*
11. Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*
12. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*
13. Receive an update from the Dean of the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*
14. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*
15. Consider and forward to the Board of County Commissioners, also sitting as the Board of Hospital Trustees, three individuals for re-appointment to the UMC Governing Board for a three-year term commencing on January 1, 2024 from the following list of

interested individuals: Mary Lynn Palenik (Current Member), Dr. Donald Mackay (Current Member), and Jeff Ellis (Current Member), whose terms expire on December 31, 2023; and take any action deemed appropriate. *(For possible action)*

16. Review and determine proposed future Board and Committee meeting dates and times through calendar year 2024; and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

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

SECTION 5: CLOSED SESSION

18. Go into closed session, NRS 241.015(3)(b)(2), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly.

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: 702-765-7949).

**University Medical Center of Southern Nevada
Governing Board Meeting
October 25, 2023**

Emerald Conference Room
Delta Point Building (1st Floor)
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, October 25, 2023
2:00 PM.

The University Medical Center Governing Board met in regular session, at the location and date above, at the hour of 2:00 PM. The meeting was called to order at the hour of 2:03 PM 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 (WebEx)
Donald Mackay, M.D., Vice-Chair
Laura Lopez-Hobbs
Harry Hagerty
Robyn Caspersen (WebEx)
Chris Haase WebEx
Renee Franklin (via WebEx)
Jeff Ellis (via WebEx)
Mary Lynn Palenik (via WebEx)

Ex-Officio Members:

Present:

Steve Weitman, Ex Officio (WebEx)
Dr. Meena Vohra, Chief of Staff (WebEx)
Dr. Marc Kahn, Dean of Kirk Kerkorian SOM at UNLV

Absent:

None

Others Present:

Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Colonel Jeremy Kilburn, MD Office of Military Medicine
Maria Sexton, Chief Information Officer
Susan Pitz, General Counsel
Stephanie Ceccarelli, Governing Board Secretary
Silver State ACO Representatives

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ITEM NO. 1 PUBLIC COMMENT

Vice Chair Mackay 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 meeting of the UMC Governing Board held on September 27, 2023. (Available at University Medical Center, Administrative Office) (For possible action)

FINAL ACTION:

A motion was made by Member Hagerty that the agenda be approved as recommended. Motion carried by unanimous vote.

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

Due to time constraints, Dean Kahn will present his update, which is Agenda Item 22, after Agenda Item 17.

FINAL ACTION:

A motion was made by Member Hobbs that the agenda be approved as amended. Motion carried by unanimous vote.

SECTION 2: CONSENT ITEMS

ITEM NO. 4 Approve the October 2023 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on October 24, 2023; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Credentialing Activities

ITEM NO. 5 Approve and authorize the Chief Executive Officer to sign the Amendment Two to Purchasing Agreement with Steris Corporation for Phase I of the surgical suite refresh project; authorize the Chief Executive Officer to exercise any future amendments within his delegated authority; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Amendment Two
- Disclosure of Ownership

ITEM NO. 6 Approve and authorize the Chief Executive Officer to sign the Amendment Two to RFP 2019-08 Service Agreement with Firm Revenue Cycle Management, LLC for out-of-state Medicaid billing and collection services; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Amendment Two to RFP 2019-08 Service Agreement

ITEM NO. 7 Approve and authorize the Chief Executive Officer to sign the Amendment 1 to RFP No. 2020-16 Service Agreement with Firm Revenue Cycle Management, LLC for Workers' Compensation Services; authorize the Chief Executive Officer to execute extension options or amendments; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- First Amendment to RFP No. 2020-16 Service Agreement

ITEM NO. 8 Award RFP No. 2023-10 Zero Balance Review Services to Firm Revenue Cycle Management, LLC; authorize the Chief Executive Officer to sign the RFP No. 2023-10 Service Agreement; exercise extensions or amendments; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- RFP 2023-10 Service Agreement

ITEM NO. 9 Approve and authorize the Chief Executive Officer to sign the Service Agreement with Neustaedter & Associates, Inc. d/b/a HCS Healthcare Consulting Solutions for Chargemaster Consulting, Compliance and Revenue Cycle Services; authorize the Chief Executive Officer to exercise any extension options and amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Service Agreement

ITEM NO. 10 Approve and authorize the Chief Executive Officer to sign the Letter of Agreement with TJK Consulting Engineers, Inc. for a Microgrid Sustainability Study; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Letter of Agreement

ITEM NO. 11 Award Bid No. 2023-13, UMC 2040 2nd Floor Remodel, to Monument Construction, the lowest responsive and responsible bidder; authorize the Chief Executive Officer to sign the Service Agreement; exercise any change orders within his delegation of authority; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Notice of Award
- Bid Attachment 8
- Disclosure of Ownership

ITEM NO. 12 Approve and authorize the Chief Executive Officer to sign the Agreements with Philips North America, LLC for the CT System turnkey project; authorize the Chief Executive Officer to execute future Change Order within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Incisive 5100 CT Agreement
- Incisive 5100 CT Quote
- Sourcing Letter
- Disclosure of Ownership

ITEM NO. 13 Approve and authorize the Chief Executive Officer to sign the Fifth Amendment to Agreement with Change Healthcare Technologies, LLC for InterQual Services subscription; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Amendment

ITEM NO. 14 Approve and authorize the Chief Executive Officer to sign the Notice of Award with the Department of Health and Human Services, Assistant Secretary for Preparedness & Response for Award Number 5 HITEP220075-02-00; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- MZ Grant Year 2 Notice of Award

ITEM NO. 15 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Second Conditional Offer to Purchase Real Property between Clark County Real Property Management and Interagro Inc.; authorize the Chief Executive Officer to execute necessary documents to effectuate the transaction for the purchase of real property; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Conditional Offer

FINAL ACTION:

A motion was made by Member Hobbs that Consent Items 4-15 be approved as presented. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 16 Receive an educational overview from Lt. Col. Jeremy Kilburn, MD regarding the Office of Military Medicine; and direct staff accordingly. (For possible action)

DOCUMENT(S) SUBMITTED:

PowerPoint Presentation

DISCUSSION:

Mr. Van Houweling introduced Col. Jeremy Kilburn, MD - Director, Office of Military Medicine, shared an educational update regarding the Las Vegas Military/Civilian Partnership. This partnership represents the largest and most advanced military-civilian medical collaboration in the US and it is poised for further growth. The Office of Military Medicine oversees all of the military medicine at UMC.

There are over 45 integrated providers, 45 rotating providers, 10 integrated nurses with 100 rotators per year and 15 integrated technicians with approximately 150 rotating per year. The military medics have been fully integrated at UMC to assist in medically serving the community.

The Mission Zero grant, sponsored by the National Academy of Science, Engineering and Medicine, has been awarded to assist in zero preventable trauma deaths. The funding supports credentialing and UMC salary support, medical malpractice and education.

UMC is a core strategic partner with three major Air Force organizations: the 99th MDG Smart Program, USAFSAM Smart Program and Special Operations Surgical Teams. Col. Kilburn continued the discussion with a breakdown of these programs and the benefits these training programs provide and reviewed the organizational structure.

He concluded his presentation by thanking Mr. Van Houweling for his leadership and mentorship and the hospital administration for its continued support of this collaboration. There was continued conversation regarding the great partnership with military medicine and the training provided.

Chairman O'Reilly thanked the team for the success of the program.

Lastly, Colonel Kilburn introduced staff members that he works with daily who aide in the success of the program.

FINAL ACTION:

None

ITEM NO. 17 Receive an update from Maria Sexton, UMC Chief Information Officer regarding the 2023 Epic User Group Meeting (UGM) program recommendations; and direct staff accordingly. (For possible action)

DOCUMENT(S) SUBMITTED:

PowerPoint Presentation

DISCUSSION:

Maria Sexton, Chief Information Officer provided an update on the UGM Epic Seminar event. She provided a high-level overview of the takeaways from the seminar.

The focus of UGM were the challenges of healthcare and what can be done to reduce costs and increase revenue. The 12-18 month strategic focus for the hospital since the Epic meeting was reviewed. UMC has been working on the following OR revenue Increase and cost reduction, supply costs, revenue cycle automation, patient scheduling, billing and experience, as well as patient flow and clinician efficiency.

Mr. Van Houweling asked about direct scheduling with my chart. Patient and direct scheduling in my chart has been made available for patients. Ms. Sexton detailed some of the benefits of this tool.

Chairman O'Reilly asked if there is a project leader for each item of strategic focus. Ms. Sexton responded that there is a project leader/manager, as well as an operational stakeholder, and IT project manager to move the initiative forward.

Chairman O'Reilly suggested that the Board receive a regular status update and progress on each of the initiatives shown on the slide.

FINAL ACTION:

None

At this time, the Board heard Item 22.

ITEM NO. 22 Receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

Dr. Marc Kahn, Dean of the Kirk Kerkorian School of Medicine at UNLV, updated the Board on the activities of the school.

The School is actively hiring clinicians, research technicians and those engaged in clinical research. The school has been working with UMC to receive more state funding for GME slots.

The Dean thanked the Experience team for the Gala event and congratulated the UMC team for the recognition received by the India Chamber of Commerce.

FINAL ACTION:

None

The Board returned to hear Item 18.

ITEM NO. 18 Receive an update from the Governing Board Clinical Quality and Professional Affairs Committee; and direct staff accordingly. (For possible action)

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

Member Mackay provided a report on the meeting which was held on Monday, October 2, 2023 at 3:00 pm. There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

The Committee received a presentation from Dr. Anne Weisman, Associate Professor of Medical Education at UNLV and Director of Well Being and Integrated Medicine. The program mission is to create and sustain a culture of wellbeing and encourage health seeking behavior. The Committee was educated on the mind/body connection, including stress, stress response, impact on healthcare, etc. Positive feedback has been received from staff and students.

Next, there was a report from Kenneth Jarrett-Lee, Director of Care Management regarding practices that are in place for safe patient discharge planning.

Lastly, an update was received on the Quality, Safety and Regulatory program for the 2nd quarter of 2023. All safety reports were reported within the state time frames a corrective actions were taken. All grievances were reviewed and approved and appropriate recommendations.

Meeting schedule was reviewed for 2024.

Policies and procedures activities were reviewed and approved.

There were no emerging issues and no public comment and the meeting adjourned at 3:46 p.m.

FINAL ACTION:

None

ITEM NO. 19 Receive an update from the Governing Board Strategic Planning Committee; and direct staff accordingly. (For possible action)

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

Member Hagerty provided a report on the meeting which was held on Thursday, October 5, 2023 at 9:00 a.m. There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

A presentation was received from Maria Sexton on technology strategy, which was a two part discussion on enterprise wide technology and Epic. There was a discussion on system upgrades and current standards.

Market share update for the 4th quarter of 2023. Overall, UMC is #4 in the market, behind Summerlin and Mountain View and Sunrise. UMC held the highest growth in share. The Committee discussed detailed market share results in all service lines.

Meeting schedules for 2024 were discussed, for a total of 6 scheduled meetings.

There were no emerging issues. The meeting went into closed session and the meeting adjourned at 11:15 am.

FINAL ACTION:

None

ITEM NO. 20 Receive an update a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

Member Caspersen provided a report on the meeting which was held on Wednesday, October 18, 2023 at 2:00 pm. There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

The Committee received a report from UMC's Internal Auditor on the accounts payable audit which were favorable. Financial results from September FY23 and year to date financials, which included trended stats and data were reviewed. This report also reviewed past due supplemental payments. Monthly updates will be received.

A report was received by management on the scope of work construction projects. Process improvements have been identified and have been implemented.

The business items were reviewed and approved by the Committee during the meeting. All of the contracts, grants and bids that were approved during the meeting are a part of today's consent agenda.

There were no emerging issues, no public comment and the meeting adjourned at 3:16 PM.

FINAL ACTION:

None

ITEM NO. 21 Receive the monthly financial report for September FY24; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

September FY24 Financials

DISCUSSION:

Ms. Wakem provided a summary of the monthly financial reports for September FY24.

The key indicators for September were reviewed and compared to the 12-month average. Admissions were below budget just under 5%. AADC was at 545, length of stay was 6.57 days, 5% below budget. Hospital acuity was 1.83 and Medicare acuity was 1.99. There were 799 inpatient surgeries, 9% below budget and outpatient surgeries were 15% above budget. There were 18 transplants in the month. Approximately 22% of patients were admitted from the ER to observations/admission. Quick cares were down 10% above budget and primary cares were almost 37% below budget. There was a total of 532 telehealth visits and orthopedic clinic visits were approximately 24% above budget and deliveries were 18% above budget.

The income statement for the month showed net revenue below budget \$2.3 million and operating expenses were \$2.1 million below budget. Total income from ops was almost \$4.8 million on a budget of \$4.3 million, which is about \$300K above budget. Year to date, is about \$11.6 million below budget and expenses are down \$11.2 million. Income from ops is \$14.4 million on a budget of \$13.5 million, \$900K above budget.

Salaries, wages and benefits were below budget. Overtime was a record low; staff has been doing well managing overtime. All other expenses were above budget \$1.8 million. Supplies were below budget in surgical cases.

The final bond payment was made in September and there is zero balance outstanding on bonds.

FINAL ACTION:

None

ITEM NO. 23 Receive an update from the Hospital CEO; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

CEO Update

DISCUSSION:

Mason Van Houweling, UMC CEO provided the following updates:

- Silver State ACO/Kindred Hospice check presentation – this is the 6th year with UMC. There was a check presentation in the amount of \$434K. In the last five years \$2.6 million has been distributed. The goal is to lower cost and bring quality to healthcare. Thank you!
- Manage Medicaid Providers – Uncompensated care is being monitored. There is concern regarding Medicaid enrollees, DSH and directed payments. We are working closely regarding the disproportionate payments.
- ReVITALize update – Construction is active throughout the entire campus. Trauma building is 75% complete. Parking lots are done. Trauma Healing Garden work will begin soon. Grant funding has been secured from the City for the Healing Garden.
- Radiology update – Go Live on November 30th with the UMC Radiology department. Medicus will be available during the transition.
- Sound Physicians – they will be available as hospitalists.
- ECMO – These procedures will be starting at UMC.
- Recent news Media: Nevada Newsmakers interview on many topics, including the Gala and Fox News regarding primary care shortages.
- Final Bond Payment – this was complete in September
- General Medical Staff Meeting on December 12th at 5:00pm – The Board is welcome to attend.
- Safetacular Event –Saturday at 10:00 a.m. – Will be held at the Clark County Amphitheater
- UMC recognition – Hope Chaplins and Asian American Group and Indian Nation presented awards to UMC.
- Evening of Hope Gala – Thank you to the Board for supporting the Gala – Swag Bag was given. There was a video presentation shown. Thank you to the experience team for their work.
JOR added that Experience has been a great experience.

A lengthy discussion ensued regarding the population of Medicare and Medicaid recipients in Nevada.

FINAL ACTION:

None

SECTION 4: EMERGING ISSUES

ITEM NO. 24 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. (For possible action)

DISCUSSION:

Chairman O'Reilly commented that the audio in the room is good. He would like IT to review the video in the room to tweak the camera system.

Member Palenik commented that the Gala was an extraordinary night and thanked the team for a wonderful evening.

FINAL ACTION:

None

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called. No such comments were heard.

FINAL ACTION TAKEN:

None

A motion was made by Member Hobbs to go into closed session.

There being no further business to come before the Board at this time, at the hour of 3:30 p.m., Vice Chair Mackay adjourned the meeting, and the Board recessed to go into closed session.

SECTION 5: CLOSED SESSION

ITEM NO. 22 Go into closed session pursuant to NRS 241.015(3)(b)(2), to receive information from UMC's Office of General Counsel regarding potential or existing litigation involving a matter over which the Board has supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matter; and direct staff accordingly.

The meeting was reconvened in closed session at 3:35 PM.

At the hour of 4:40 PM, the closed session on the above topics ended.

FINAL ACTION TAKEN:

None

There being no further business to come before the Board at this time, at the hour of 4:40 PM, Chair O'Reilly adjourned the meeting.

APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Board Secretary

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

Issue: UMC Policies and Procedures	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
<p>Recommendation:</p> <p>That the UMC Governing Board approve the UMC Policy and Procedures Committee’s activities of July 5, 2023, August 2, 2023 and September 6, 2023, including the recommended creation, revision, and/or retirement of UMC policies and procedures; and take action as deemed appropriate. <i>(For possible action)</i></p>	

FISCAL IMPACT:

None

BACKGROUND:

At their meeting held on October 2, 2023, the Clinical Quality and Professional Affairs Committee reviewed and approved the UMC Policies and Procedures Committee’s activities of July 5, August 2 and September 6, 2023 including, the recommended creation, revision, and /or retirement of UMC policies and procedures, and recommend for approval by the Governing Board.

Cleared for Agenda
November 15, 2023

Agenda Item #

4

July 5, 2023 Hospital Policy/Procedure Committee

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.

Total of 37 Approved: 1 Retired

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Concentrated Hypertonic Saline Infusion for the Pediatric and Adult Traumatic Brain Injury Patient</u>	New	Approved as Submitted	New Policy. Vetted by P&T, Critical Care Committee, Pediatrics Committee, and Trauma Committee.
<u>Filling Medications and Outdates in the Automated Dispensing Cabinet (ADC)</u>	Revised	Approved as Submitted	Added clarification that medications are checked by a pharmacist prior to leaving the pharmacy. Vetted by Pharmacy Director.
<u>Obtaining Medications from Automated Dispensing Cabinet</u>	Revised	Approved as Submitted	Clarification of who has access to the ADCs based on Nevada law requirements. Vetted by Pharmacy Director.
<u>Crash Cart and Emergency Code Supplies – Requisition and Maintenance Of</u>	Revised	Approved as Submitted	Moved to new template, added in relevant standards, general clarifications to language. Vetted by Pharmacy.
<u>Patient’s Personal Medications – Storage and Use</u>		Approved as Submitted	Moved to new template, removed extraneous language, removed appendix which restated process, clarified bag should be sealed prior to delivery to pharmacy, removed requirement for counting of controlled substances as long as they are placed in sealed bag when obtained from patient, removed requirement of mailing post-card notification. Added storing and using hyaluronate at Orthopedic & Spine Institute section. Vetted by Orthopedic and Spine Institute leadership.
<u>Emergency Airway Management Guideline</u>	New	Approved as Submitted	Policy created and approved by Dr. Ewell-Anesthesia, Dr. Patel-Emergency Medicine, Dr. Trautwein-Pediatric Emergency Medicine, and Drs. Kuhls, McNickle, and Kuruvilla-Trauma Surgery.
<u>Treatment Guidelines for Orthopaedic Injuries</u>	New	Approved as Submitted	Policy reviewed and approved as written by Dr. Kubiak and Dr. Howenstein, Orthopaedic Physicians.
<u>CT Scan – Use in the Trauma Center</u>	Revised	Approved as Submitted	Updated and transcribed to new format. Adding existing policy to MCN portal. Vetted by Director of Radiology.
<u>Geriatric Trauma Treatment Guidelines</u>	New	Approved as Submitted	Researched, written and reviewed by Dina Bailey, RN and Allison Andersen, APRN, and Dr. Carmen Flores. Input from key stakeholders incorporated into

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			guideline. Reviewed by Trauma Multidisciplinary Committee.
<u>Interfacility Transfer of Trauma Patients</u>	New	Approved as Submitted	Updated references. Reviewed at Trauma Multidisciplinary Review Committee.
<u>Administration and Reading of Tuberculin Skin Test – Mantoux Method</u>	Revised	Approved as Submitted	Updated policy to current format. Added purpose and scope. Vetted by Infectious Disease Medical Director.
<u>Post Coronary Intervention, Sheath Care</u>	Revised	Approved as Submitted	Updates include: consider Lower quadrant back pain for signs of excessive bleeding, educate patient prior to procedure in application of Femostop, during sheath pull and for 15 minutes after sheath removal, 2 staff members must be at bedside, premedicate patient with physician ordered analgesia and/or sedation, pull back 10cc from Sheath to clear clots from the catheter tip, expanding hematoma (mark margins). Vetted by Director of Cardiovascular Services and Director of Critical Care Services.
<u>Call Center Guidelines in Ambulatory Care</u>	Revised	Approved as Submitted	Removed Wellness Appointments (No longer scheduling). Verbiage in emergent protocol changed to example symptoms.
<u>Patient/Family Education/Instruction</u>	Revised	Approved as Submitted	Updated to organization wide policy; updated to include inpatient process; updated to reflect documentation practice in inpatient setting; updated references for ease of access; reviewed by Pediatric Clinical Nurse Specialist. Reviewed by Ambulatory Care Director.
<u>Death of a Child in the ED</u>	New	Approved with Revisions	New Policy; approved by PED Medical Director and the PED Nursing Director.
<u>Illness and Injury Triage, Pediatrics</u>	Revised	Approved as Submitted	Updated to match Version 5, updated references. Added section for when to do rectal temperatures. Approved by Nursing Director and Medical Director of Peds ED
<u>Pediatric ED Unit Standards of Care</u>	New	Approved as Submitted	New Policy. Approved by Pediatric ED Medical and Nursing Director.
<u>Spiritual and Emotional Support</u>	Revised	Approved as Submitted	Updated to include Child Life Specialist and Tranquility at UMC; added related policies; added references; Approved by ACNO.
<u>Lippincott Online Clinical Procedure and Skills Manual</u>	Revised	Approved with Revisions	Updated to new template. Scheduled review, no changes. Vetted by ACNO.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Alcohol Withdrawal Screening, Prevention, Assessment, and Treatment</u>	Revised	Approved as Submitted	Updated to new template. Scheduled review, no changes. Vetted by ACNO.
<u>Emancipated Minor</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Risk Management.
<u>Non-Blood Specimen Collection for Routine Testing and Culture</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Director of Laboratory Services.
<u>Timed Collections for Therapeutic Drug Monitoring</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Director of Laboratory Services.
<u>Burn Reporting Guideline</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Burn Program Manager and Burn Medical Director.
<u>Burn Consult Guideline</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Burn Program Manager and Burn Medical Director.
<u>Initial Management for Pediatric Burn Patients</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Burn Program Manager and Burn Medical Director.
<u>Guidelines for Early Palliative Care Consultation in the Burn Patient</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Burn Program Manager and Burn Medical Director.
<u>Burn Psychiatric Consult Guideline</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Burn Program Manager and Burn Medical Director.
<u>Initial Management for Large Burn Patients</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Burn Program Manager and Burn Medical Director.
<u>Standards of Basic Nursing Care-ICU</u>	Revised	Approved with Revisions	Placed in new format; updated purpose with EBP; updated references; changed cardiac monitoring and full assessment sections. Vetted by Critical Care Committee.
<u>Standards of Basic Nursing Care-Intermediate Care (IMC)</u>	Revised	Approved with Revisions	Placed in new format; updated purpose with EBP; updated references; changed cardiac monitoring and full assessment sections. Vetted by Critical Care Committee.
<u>Use and Care of Equipment</u>	Revised	Approved as Submitted	Reviewed and updated to reflect current practice. Minimal changes. Vetted by EVS Director.
<u>Ambulation on Discharge in the Adult Emergency Department</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by ACNO.
<u>Forensic Assault Patient Protocol</u>	Revised	Approved as Submitted	Updated verbiage regarding medications and imaging orders. Removed ketamine and GHB from blood laboratory orders.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			Vetted by Clinical Director of Critical Care Services and ED Medical Director.
<u>Registered Nurses Inserting EJs in the Adult Emergency Department</u>	Revised	Approved as Submitted	Updated to new template. Scheduled review, no changes. Vetted by Clinical Director Critical Care Services and ACNO.
<u>Vital Signs Frequency and Addressing Abnormal Vital Signs in the Adult ED</u>	Revised	Approved as Submitted	Updated to current practice. Vetted by Clinical Director Critical Care Services and ACNO.
<u>Employee Health Services</u>	Revised	Approved as Submitted	Removal of required COVID-19 vaccination to recommended. This policy will replace Vaccination of Healthcare Workers for COVID-19 which will be retired.

August 2, 2023 Hospital Policy/Procedure Committee

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.

Total of 33 Approved: 0 Retired

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Documentation, Completion and Approval Process of Medical and Administrative Services Directorship Duties Prior to Payment</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Compliance Officer.
<u>Stark Law and Anti-Kickback Statute Compliance</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Compliance Officer.
<u>PHI Disclosures for Public Health Activities</u>	Revised	Approved as Submitted	Routine review to keep with schedule. Added reference to Nevada Revised Statutes. Updates to appropriate department name. Reviewed by Department of Infection Prevention & Control.
<u>Workforce Sanctions for PHI Privacy and Safeguards Violations</u>	Revised	Approved as Submitted	Routine review in accordance with schedule. Updated to new policy document format. Clarified Level 1 example. Vetted by Privacy Officer and Human Resources.
<u>Reimbursement for Cancelled Surgery Cases</u>	Revised	Approved as Submitted	Updated to new template. Scheduled review, no changes. Vetted by Patient Accounting, HIM and CFO.
<u>PED -Family Presence in the Pediatric Emergency Department</u>	Revised	Approved as Submitted	Updated to new template; updated purpose statement; formatting updates, Updated references to current EBP references. Vetted by Pediatric Department.
<u>Respiratory – Staffing Guidelines</u>	Revised	Approved as Submitted	Reviewed and updated per guideline timeframe. Added language to identify minimum staffing. No other changes from previous guideline. Vetted by Director of Respiratory.
<u>Respiratory - Invasive & Non-Invasive Ventilation Guidelines</u>	Revised	Approved with Revisions	Reviewed and updated to include FiO2 requirement for ICU placement, plus included AVAPs mode to non-invasive. Also included reference to following Lippincott procedures. Vetted by Director of Respiratory.
<u>Difficult Airway Status, Identification and Communication</u>	Revised	Approved as Submitted	Revised to new template. Revised to reflect EPIC EMR use and move away from paper documentation outlined in older version of policy.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			Instructions for how to identify a difficult airway as a banner on the EPIC storyboard. Reviewed and approved by UMC Critical Care Committee on 7/20/23.
<u>NICU/PICU Resuscitation</u>	Revised	Approved with Revisions	Revised. Eliminated excessive verbiage from previous policy that referred to specific equipment no longer in use. Made clear resuscitation efforts are at the direction of a physician team leader. Referenced Lippincott Procedures for NICU specific material, plus Lippincott Procedures for transport. Approved by Pediatric Committee on 7/27/23.
<u>Inhaled Nitric Oxide</u>	Revised	Approved as Submitted	Updated to new template. Reduced from longer guideline to specific policy. Removed language to specific iNO device. Incorporated Lippincott Procedures. Reviewed by NICU management, C. Sawyer, who approved. Reviewed by Dr. Saqueton for PICU, who approved. Received approval from Pediatric Committee on 7/27/23.
<u>Control of Hazardous Energy Program (Lockout/Tagout)</u>	New	Approved as Submitted	New Policy, presented to and approved by EOC Committee 7/20/2023.
<u>Standard-Transmission Based Precautions</u>	Revised	Approved as Submitted	Removal of washing hands after 6 times of ABHR, removal of use of plastic bag when entering transmission based isolation and added list for high touch surface areas.
<u>Employee Health Services</u>	Revised	Approved as Submitted	Added yearly Fit Test and PAPR information into this policy. Vetted by Director of Infection Prevention.
<u>Animal Bite Protocol</u>	Revised	Approved with Revisions	Included mandatory report laws do not require patient consent. Vetted by Director of Ambulatory Care.
<u>Prescription Forgery</u>	Revised	Approved as Submitted	Transferred to new template. Updated policy to align with current practice and included new references. Vetted by Ambulatory Care Clinical Director.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Scheduling, Registration and Securing Required Invoice Billing Documents for Occupational Medicine Accounts</u>	Revised	Approved as Submitted	Transferred to new template. Updated policy to align with current practice. Vetted by Ambulatory Care Clinical Director.
<u>Back Office Registration</u>	Revised	Approved as Submitted	Transferred to new policy template. Removed the see attached documents – not attachments found.
<u>Early Closure of Offsite Clinics</u>	Revised	Approved as Submitted	Transferred into new policy template. Added new clinics to Addendum A. Changed Ambulatory Director to Ambulatory Directors (Clinical and PAS).
<u>Minors Unsupervised in the Ambulatory Care Setting</u>	Revised	Approved as Submitted	Updated to new policy template.
<u>Scheduling Appointment Guidelines in Ambulatory Care</u>	Revised	Approved as Submitted	Removed Wellness Appointments (No longer scheduling). Verbiage in emergent protocol changed to example symptoms. New symptoms added (bleeding/gunshot/dizziness). Replaced Call Center Staff with Admit/Discharge Representative.
<u>Interventional Radiology Suite: Use in the Trauma Center</u>	Revised	Approved as Submitted	Language changed from "Angiography" to "Interventional Radiology" and "IR". Stick time of 60 minutes or less added. Vetted by Director of Radiology.
<u>Airway Assessment and Maintenance of Infant Child and Adolescent</u>	Revised	Approved as Submitted	Updated to new template; updated policy for simplification; Updated related policies; added related procedures; updated references. Vetted by Pediatric Department.
<u>Central Venous Access Devices in the Infant, Pediatric and Adolescent Populations</u>	Revised	Approved as Submitted	Updated to new template. Addition of frequency of non-coring needle change. Addition of use of t-PA for de-clotting. Addition of the RELATED PROCEDURES section to include the different Lippincott Procedures that relate to this policy with their links, updated references, addition of definition section. Vetted by Pediatric Department.
<u>Pediatric Continuous Renal Replacement Therapy (CRRT)</u>	Revised	Approved as Submitted	Updated to new template. Related procedures updated. Vetted by Pediatric Department.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Continuous Renal Replacement Therapy: Nursing Management of the Pediatric Patient</u>	Revised	Approved as Submitted	Updated to new template. Vetted by Pediatric Department.
<u>Pediatric CRRT Citrate Anticoagulation Protocol</u>	Revised	Approved as Submitted	Updated to new template. Related procedures updated. Vetted by Pediatric Department.
<u>Pediatric Continuous Renal Replacement Therapy (CRRT) Procedures and Guideline</u>	Revised	Approved as Submitted	Updated to new template. Related procedures updated. Vetted by Pediatric Department.
<u>Pediatric Gastrostomy Tube Care</u>	Revised	Approved with Revisions	Updated to new template; updated to current evidence based practice; updated recommendation if dislodgement after surgery; added related procedures; removed outdated references. Reviewed by Pediatric Clinical Nurse Specialist. Vetted by Pediatric Department.
<u>Intra-Hospital Transportation of the Pediatric Patient</u>	Revised	Approved as Submitted	Updated to new template; updated for patient tracking system updates; added references; minor grammatical updates. Reviewed by Maternal Child, Pediatric ED, and Burn Care Nursing Directors and Managers and Pediatric Department.
<u>Pediatric Influenza Vaccination Standing Order</u>	Revised	Approved as Submitted	Updated to new template; updated outdated process from paper to EHR; updated references. Reviewed with Pediatric Pharmacist, Pediatric Clinical Nurse Specialist and Staff. Vetted by Pediatric Department.
<u>Police Hold & Administrative Hold of Pediatric Patients</u>	Revised	Approved as Submitted	Updated to new template; minor grammatical updates; reviewed with Shaunda Phillips and pediatric clinical nurse specialist. Updated references for ease of finding NRS law. Vetted by Pediatric Department.
<u>Recruitment and Selection Program</u>	Revised	Approved as Submitted	Added retention information for confidential documents. Vetted by HR.

September 6, 2023 Hospital Policy/Procedure Committee

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.

Total of 27 Approved, 2 Retired

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Adult Emergency Department Diagnostic Result Follow-Up Policy and Procedure</u>	Revised	Approved as Submitted	Minor revisions to content to include current practice since update to EPIC and updated template. Vetted by Adult ED and CNO.
<u>Managing the Sexual Assault Patient</u>	Revised	Approved as Submitted	Updated verbiage regarding SANE RN contacting the appropriate law enforcement agency when applicable. Vetted by Adult & Peds ED Acting Director, SANE nurse and CNO.
<u>Triage to Trauma Center</u>	Revised	Approved with Revisions	Scheduled review, no changes. Updated to new template. Vetted by Adult & Peds ED Acting Director and CNO.
<u>Misoprostol for Medical Termination of Fetal Demise</u>	Revised	Approved with Revisions	Updated to the current template. Removed section pertaining to L&D induction (confusing for an ED policy). Vetted by Adult ED and CNO.
<u>Ultrasound Guided Peripheral IV Placement (USGPV)</u>	Revised	Approved as Submitted	Formatting changed to current template, added definitions for Proctor, Credentialed Nurse and Ultrasound credentialed attending provider. Vetted by Clinical Director of Critical Care Services and CNO.
<u>Visitors in the Adult Emergency Department</u>	Revised	Approved as Submitted	Policy reviewed and placed on new format. No changes made. Vetted by Acting Director Adult & Peds ED and CNO.
<u>Clinical Bedside Swallow Evaluation Guideline (Adult)</u>	Revised	Approved with Revisions	Updated to new template; updated policy for simplification; Updated related policies; added related procedures; updated references.
<u>Expiratory Muscle Strength Training Guideline</u>	New	Approved as Submitted	New guideline.
<u>Speaking Valve Management Guideline</u>	Revised	Approved with Revisions	Updated to new template; updated policy for simplification; Updated related policies; added related procedures; updated references. Vetted by Speech Pathology.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Conflict Management – Medical Staff Services</u>	Revised	Approved as Submitted	Scheduled review, no changes. Updated to new template. Vetted by Director of Medical Staff.
<u>Medical Staff Credentialing Fee Processing</u>	Revised	Approved as Submitted	Changing the word “check” to “payment” due to the new addition in medical staff services of electronic invoices (credit card payments). Checks received in error procedure Exception from payment updated to only include UMC employed practitioners and active-duty military practitioners. Vetted by DaNae Griese, Senior Medical Staff Specialist and Jovi Remitio, Medical Staff Services Director.
<u>Physician/Advanced Practice Professional Verification & Notification of Privileges</u>	Revised	Approved as Submitted	Scheduled review, no changes. Updated to new template. Vetted by Director of Medical Staff.
<u>Heparin – Distribution and Storage</u>	Revised	Approved as Submitted	Removed portions related to ordering and administration (not relevant to this policy and covered in other policies); standardized strength and volume format, added Boxes/Kits.
<u>Identification and Handling of Suspect Pharmaceuticals</u>	Revised	Approved as Submitted	Update to website for reporting, minor clarifications and language updates.
<u>Medications for Opioid Use Disorder (MOUD)</u>	Revised	Approved as Submitted	Updated guidelines based on the removal of the X-Waiver requirement for dispensing and prescribing buprenorphine. Terminology updated based on most recent recommendations. Vetted by Dr. Ketan Patel, Dr. Frederick Lippmann and Legal.
<u>Pharmacy Staff</u>	Revised	Approved as Submitted	Updated format, added in requirements of pharmacist to technician ratio.
<u>Safety and Health During Construction</u>	Revised	Approved as Submitted	Minor updates to the policy and attachments A, E, F and G. Vetted by EOC Committee and Infection Prevention.
<u>Use of Nitrous Oxide Outside of the Operating Room for Minimal Sedation/Anxiolysis</u>	New	Approved with Revisions	New policy. Vetted by Nitrous Oxide Committee.
<u>Responding to Media Inquiries</u>	Revised	Approved as Submitted	Routine review in accordance with schedule. Updated to new policy

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			format. Reviewed by Experience Division.
<u>Standards of Basic Nursing Care Medical-Surgical-Telemetry</u>	Revised	Approved with Revisions	Added in Purpose and Policy section. Updates to format to align with ANA Nursing Standards. Vetted by Director of Med/Surg Services and CNO.
<u>Neurosurgeon Response to Trauma Consult</u>	New	Approved as Submitted	New Policy. Vetted by Trauma Program Manager, Dr. Forage, Dr. Kubiak, and Dr. Howenstein.
<u>Administration of FIT Testing for N95 Respirators</u>	Revised	Approved as Submitted	Added verbiage about PAPR training if no N95 available. Vetted by Infection Control.
<u>Influenza</u>	Revised	Approved as Submitted	Removed the HR language from the policy. Vetted by Infection Control.
<u>Airborne Precautions</u>	Revised	Approved as Submitted	Removal of bagging small item when enter isolation room; Lippincott reference added. Vetted by Infection Prevention.
<u>Contact-Enteric Precautions</u>	Revised	Approved as Submitted	Removal of bagging small item when enter isolation room; Added verbiage for discontinuation based on 2 step C. diff testing. Lippincott reference added. Vetted by Infection Control.
<u>Contact-Droplet Precautions</u>	Revised	Approved as Submitted	Took out bagging system when entering isolation room. Added Lippincott procedure. Vetted by Infection Control.
<u>Critical Test/Critical Results Reporting</u>	Revised	Approved with Revisions	Updated Critical Results for Imaging Services. Transferred from Laboratory Manual to CQPS Manual. Added references. Vetted with Trauma Medical Director, Imaging Medical Director, Imaging leadership, & CQPS.

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

Issue: Amendment to the Master License Agreement with Canopy Partners, LLC	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation:	
That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment No. 1 to Master License Agreement with Canopy Partners, LLC for AIDOC Software Subscription; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; or take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000714000	Funded Pgm/Grant: N/A
Description: AIDOC Software Subscription	
Bid/RFP/CBE: NRS 332.115(1)(h) – Software	
Term: Amendment 2 – extend the term to an annual agreement with 4 annual auto renewals	
Amount: Amendment 2 – additional \$936,925; total cumulative is \$1,124,310	
Out Clause: 90 days prior to renewal term	

BACKGROUND:

On March 22, 2022, UMC entered into an agreement with Canopy Partners, LLC (“Canopy”) to enhance radiology services through the implementation of certain artificial intelligence platforms. These platforms help UMC’s radiology staff to detect acute abnormalities across the bodywork by analyzing medical imaging supporting quicker and more comprehensive decision-making. UMC agreed to pay Canopy \$187,385 for 12-months from the go-live date.

This Amendment requests to extend the term, increase funding by an additional \$936,925, and update the termination language to 90 days prior to renewal term. Staff also requests authorization for the Hospital CEO to execute future amendments within his delegation of authority if deemed beneficial to UMC.

UMC’s Executive Director, Support Services has reviewed and recommends approval of this Amendment. 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 November 8, 2023 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
November 15, 2023

Agenda Item #

5

MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT (this “**Agreement**”) is made and entered into as of the date of last signature set forth below (the “**Effective Date**”) by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes located at 1800 W Charleston Blvd, Las Vegas, NV 89102 (“**Client**”) **Canopy Partners, LLC** located at 1331 N. Elm Street – Suite 200 Greensboro, NC 27401 (“**Canopy**”). Client and Canopy are referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, Canopy is an authorized reseller of and is authorized to license and/or make available the Licensed Software;

WHEREAS, Client is a healthcare facility and wants to work with Canopy to enhance its radiology services through the implementation of certain artificial intelligence platforms included in the Licensed Software, and to engage Canopy to assist with implementing such Licensed Software and provide other services; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to which Canopy will provide, deploy and help maintain the Licensed Software and provide the Services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

DEFINITIONS

In addition to any terms defined elsewhere in this Agreement, including any Addenda or Schedules attached to or referenced in this Agreement, the following defined terms shall have the designated meanings:

“**Canopy Equipment**” means hardware, software, equipment, tools or other tangible personal property owned, licensed or controlled by Canopy. Canopy Equipment may include, but is not limited to, the AI Orchestrator (also known as “RPX”), which is the hardware and infrastructure needed to deploy Licensed Software as identified in Schedule A.

“**Clinical Go Live Date**” means the date that the Client’s first Study is interpreted using the Licensed Software.

“**Derivative Work**” means any modification, improvement, enhancement or update or other change of or to the Licensed Software, or to the services or products, and, without limiting the foregoing, includes (i) any work based upon such Licensed Software that, if prepared, used or distributed without authorization from Canopy, would constitute copyright infringement under applicable law, (ii) any new material, manufacture, invention, information, or data derived from information or a trade secret that, if prepared, manufactured, sold, practiced, used or distributed without authorization from Canopy, would constitute misappropriation of such information or trade secret, and (iii) any preparation, manufacture, sale, practice, use or distribution of an invention that, without authorization from Canopy, would constitute patent infringement under applicable law.

“**Documentation**” means all documentation, manuals, technical information and other materials that accompany the Licensed Software including those which describe the functionality of the Licensed Software and the Services.

“Client Equipment” means hardware, software, equipment, tools, or other tangible personal property owned, leased, or controlled by Client used by Client’s authorized users to access the Licensed Software.

“Hospitals” means the acute care facilities owned and operated by Client listed on Schedule B.

“Hosting Environment” means the hardware, software, Internet access and bandwidth, and physical environment (whether provided by Canopy or Client) used to provide the Licensed Software and Services (including AI Orchestrator (also known as “RPX”)).

“Intellectual Property” means software and all know-how, trade secrets, copyrights, moral rights, trademarks and patentable or non-patentable inventions relating thereto, as well as materials, notes, designs, technical data, ideas, research, reports, documentation, discoveries, internet domain names, network identifiers and other similar information and includes, without limitation other material protected by any and all rights created under laws governing patents, copyrights, mask works, trade secrets, trademarks, publicity rights, and any other law that gives a person or entity a right to control or preclude another person or entity’s right to use, copy, display, modify, distribute, manufacture, sell, access or otherwise exploit works, inventions, materials or information on the basis of the holder-of-right’s interest in such works, inventions, materials or information.

“Interface Gateway” means any combination of software or hardware utilized to allow transmission and/or retrieval of image or demographic data from a connected Modality, or Client’s RIS/RADIOLOGY WORKLIST/HIS, to the Hosting Environment.

“License Agreement” means each of the Licensed Software license agreements entered into by the Parties hereto on even date herewith, in the form attached to or referenced in the Schedules to this Agreement.

“Licensed Software” means the Aidoc’s proprietary artificial intelligence suite for acute care software and/or any other software of Aidoc’s licensors provided to Client including any updates, and upgrades, related thereto. The applicable License Agreement(s) is/are attached under separate Schedule(s) or will be agreed to under a separate license agreement.

“Modality” means medical imaging equipment of a specific type, including, but not limited to, Angiography (XA), Computed Radiography (CR), Computed Tomography (CT), Direct Radiography (DX), Fluoroscopy (RF), Magnetic Resonance (MR), Mammography (MG), Nuclear Medicine (NM), and Ultrasound (US).

“Resale Partners” means software companies whose products Canopy will be providing and support for Client under the terms and conditions of Canopy’s authorized reseller agreements, and include, but are not limited to, Aidoc.

“Services” means the training, installation, maintenance and support services provided by Canopy to Client as described in this Agreement, including, without limitation, the Addenda and Schedules.

“Study” means a collection of images that are acquired on a given imaging device (i.e. scanner) that are related, clinically, and are generally reported as a single entity. In the DICOM Standard, a collection of such images is labeled with a unique tag that is called a “Study Instance Unique Identifier”. This tag is guaranteed to be unique world-wide.

“Term” means the full duration period of this Agreement as set forth in Section 5.

1. FEES

1.1 All of the fees for the use of the Licensed Software, and the Licensed Software’s installation and support, the deployment of the Canopy Equipment and other Services referred to in this Agreement are set out in the applicable Schedule. Any additional fees to be incurred by Client must be preapproved by Client and agreed to in writing by the Parties. The Parties acknowledge that the fees hereunder have been

established consistent with fair market value in light of the breadth and depth of services to be provided by Canopy hereunder.

1.2 Unless otherwise provided in this Agreement, all undisputed fees plus applicable taxes are payable within thirty (30) days of the invoice date.

1.3 If any withholding tax, currency restriction or other law of Client's jurisdiction requires any deduction from the amounts payable under this Agreement, then Client shall pay such additional amount so that the net amount received by Canopy is the same as if such law did not exist (for such purposes any tax benefit received by Canopy as a result of such deduction shall be taken into account).

1.4 The fees detailed above apply for the Term of this Agreement. Only if agreed to by the Parties in writing, Canopy's hourly rates for additional work not specified in the applicable Schedule are subject to increase annually by up to two and one-half percent (2.5%) after the first year of the Term. Any work or services requested by Client to be performed after the Term of this Agreement will be agreed to in writing by the Parties and charged at Canopy's then prevailing rates.

1.5 Client will reimburse Canopy for any reasonable travel expenses that are necessary to Canopy's performance of the Services, upon receipt of proper evidence of such expenses (e.g., written receipts) and subject to the provisions of the applicable Schedule. Expenses which have not been previously requested or approved by Client in writing (which approval will not be unreasonably withheld or delayed) shall not be reimbursed. All travel expenses are subject to Client's travel policy outlined in ATTACHMENT B. Travel expenses will not exceed \$2000.00 per staff member without prior written approval from Client.

1.6 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Client for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Client's obligations under it shall be extinguished at the end of any of Client's fiscal years in which Client's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement, provided that Client gives Canopy at least one hundred and twenty (120) days' prior written notice termination. Client agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve Client of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated or for items delivered for which Client did not give notification of termination due to loss of appropriated funds.

2. CLIENT'S RESPONSIBILITIES

2.1 During the Term of this Agreement, Client will do the following:

(a) Provide sufficient availability of a project manager for the installation of the Licensed Software, authorized to make required decisions and managing Client's internal resources.

(b) Provide Client Equipment (if applicable) in a manner described in the Schedules.

(c) Provide the data interfaces and any information necessary to facilitate the AI Licensed Software within Client's facilities.

(d) Ensure that the Licensed Software and the Client Equipment is at all times used in accordance with the requirements of their related Documentation and this Agreement.

(e) Place calls and requests for support to Canopy in the manner described in the Schedules.

(f) Promptly advise Canopy of any problems with the Licensed Software.

- (g) Use only hardware components with the Licensed Software that meet Canopy's specifications or are recommended and/or approved by Canopy.
- (h) Cooperate with Canopy to make the Licensed Software available for service, maintenance, and upgrades in accordance with a mutually acceptable maintenance schedule;
- (i) Provide all network and high-speed internet connectivity required to access the Licensed Software from Client Equipment.
- (j) Provide Canopy in writing with a list of employees or subcontractors who are authorized by Client to request support under this Agreement. Client may change the individuals on the list from time to time by giving Canopy written notice to that effect. In the event no authorized Client employee or subcontractor is available to follow necessary Canopy instructions to remedy a support issue, neither Canopy nor its Resale Partners shall be held responsible to remedy such support issue in any specific timeframe; provided that any applicable timeframes shall resume once an authorized Client employee or subcontractor becomes available to follow necessary instructions.

3. GENERAL EXCLUSIONS

Without limiting anything elsewhere contained in this Agreement, Canopy is not responsible for the following:

- 3.1 Any support or service not identified as the responsibility of Canopy and listed in the Addenda or the Schedules.
- 3.2 Any maintenance and repair services provided by, or that are obligations of, Client.
- 3.3 Any support or service required as a result of any of the following:
 - (a) a design, specification or instruction provided by Client; which conflicts with specific instructions given by Canopy or its Resale Partners;
 - (b) Client's failure to fulfill any of Client's obligations or responsibilities under this Agreement;
 - (c) the failure of any employee, agent or contractor of Client to comply with Canopy's written instructions or recommendations;
 - (d) Client combining the Licensed Software with any product, part or other item or with an incompatible product, part or other item except to the extent expressly approved by Canopy or its Resale Partners;
 - (e) any alteration or improper configuration, use, handling, storage, or maintenance of any part of the Licensed Software caused by Client, its employees, agents or contractors;
 - (f) Client's failure to acquire or install upgrades, updates, corrections or modifications to the Licensed Software, or take other actions, which Canopy recommends in writing;
 - (g) design or manufacturing defects in any item provided by a third party not approved by Canopy used to operate, run, access or deploy the Licensed Software;
 - (h) anything external to the Client Equipment, including a building or structural deficiency, power surges, fluctuation or failure, and air conditioning failures; or
 - (i) the failure of a Local Area Network (LAN) or Wide Area Network (WAN) between a Hospital and the Hosting Environment that prevents the transmission of images or related data to the Licensed Software or Hosting Environment.

3.4 Any additional service costs or burden caused by moves, additions, changes to the Client Equipment, or changes to any Modality or to an Interface Gateway, unless Canopy has been notified in writing at least thirty (30) days in advance and Canopy has concurred in writing with such moves, additions or changes.

4. **EXCUSABLE DELAYS**

4.1 Canopy is not liable for delays in performance or delivery, or failure to deliver or perform due to a cause beyond Canopy's reasonable control. These issues include, without limitation, any communications failure affecting Canopy's ability to provide remote support, delay of sources to supply materials and equipment, restraints, restrictions and suspensions imposed by any government agency, delays by suppliers and/or manufacturers, governmental acts, pandemics, epidemics, global health emergencies, and labor unavailability due to illness or airline flight delay, government priorities, and labor disputes or transportation problems, whether the cause or condition exists now or arises hereafter, and whether or not such condition is foreseeable

4.2 If such delay occurs, Canopy shall promptly notify Client and Canopy may extend its performance time by a period of time equal to the delay. In the event of a supply or product shortage, Canopy reserves the right to allocate available resources among Canopy's customers as Canopy deems to be equitable.

5. **TERM AND TERMINATION**

5.1 **Term**

(a) The Term of this MSA shall be effective as of the Effective Date and shall remain in full force and effect until the termination in accordance with the terms hereof. The term for Aidoc is defined in Schedule A attached to this Agreement.

5.2 **Termination**

This Agreement or any Schedule may be terminated at any time by written notice to the other Party as follows:

(a) Any Schedule may be terminated in accordance with the specific terms of such Schedule. For the avoidance of doubt, the termination of any specific Schedule will not terminate this Agreement unless the specific termination provision of such Schedule expressly include termination of this Agreement;

(b) By the non-breaching Party due to a material breach by the other Party under this Agreement or any other agreement between Canopy and Client, if such a breach is not cured within thirty (30) days after receipt by the other Party of a written notice from the non-breaching Party alleging the breach and the non-breaching Party requiring that it be cured;

(c) By either Party, upon the termination or expiration of the applicable terms in all the Schedules between the parties, upon sixty (60) days written notice;

(d) By either Party if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or shall avail itself of, or becomes subject to, any proceedings under the applicable bankruptcy laws or any other statute of any federal government, province or state relating to insolvency or the protection of rights of creditors, not cured or extinguished within ninety (90) days of initial filing, provided that such termination shall not impact payment obligations for delivered services and liquidated damages;

(e) This Agreement may be terminated upon ten (10) days' notice by either Party upon the completion of the final Schedule attached hereto; and

(f) By Canopy if Client fails to meet its payment obligations with respect to undisputed amounts owed by Client, as provided under this Agreement, and such failure continues for a period of thirty (30) days after written notice of the failure has been received by Client. In such a case, Canopy shall be entitled at its sole discretion, to suspend the delivery of the Services and to terminate this Agreement effective immediately upon notice to Client, without limiting any other legal or equitable remedies available to Canopy.

5.3 Consequences of Termination

Upon the termination or expiration of this Agreement: (a) Canopy's obligations hereunder shall immediately cease; (b) Client shall promptly pay all amounts due and owing to Canopy for fees incurred prior to the date of termination or expiration; (c) Client shall promptly cease all use of any Licensed Software provided under this Agreement; and (d) Client shall return to Canopy or permit Canopy to remove, in Canopy's discretion, the Canopy Equipment not owned by or intended to be purchased by Client, in the same condition as when received, ordinary wear and tear excepted.

6. WARRANTY

6.1 Canopy's Warranties

Canopy warrants that the Services it provides under this Agreement, and which are not provided by any Resale Partners, shall be provided in a good and workmanlike manner, consistent with good industry practice. Canopy shall correct and re-perform any Services failing to comply with the warranty in the immediately preceding sentence, or (in Canopy's sole discretion) credit the Client's account for the Fees associated any services failing to comply with such warranty, such re-performance or credit being Client's sole and exclusive remedy for Canopy's breach of such warranty.

With respect to the Licensed Software and any Services provided by Canopy's Resale Partners, Canopy will use commercially reasonable efforts to extend any and all warranties it has received from such Resale Partners (for which Client has not already received a specific similar warranty via a License Agreement) or which Canopy has received from a third party for any Licensed Software or Canopy Equipment, in each case to the extent it can make such an extension as a reseller of such Licensed Software. To the extent any such warranties are extended to Client, then Client agrees it will look solely to such Resale Partner, direct manufacturer, or licensor of such Licensed Software for any and all warranty claims.

Canopy represents and warrants to Client that Canopy has the right and authority to offer and make available the Licensed Software and enter into this Agreement with Client (including all Schedules) and to provide all licenses and Services under this Agreement.

6.2 Disclaimer of Warranties

Except as expressly provided otherwise in this Agreement, all Services and Licensed Software under this Agreement are provided AS IS, without any condition or warranty, whether written, oral, express, implied, legal, or statutory. NO CONDITION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT APPLIES TO ANYTHING PROVIDED BY CANOPY. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, CANOPY NOR ANY OF ITS SUPPLIERS, INCLUDING, BUT NOT LIMITED TO, ANY CANOPY RESALE PARTNERS, WARRANTS THE SERVICES OR THE LICENSED SOFTWARE PROVIDED OR THE OPERATION THEREOF ARE OR WILL BE ACCURATE, ERROR FREE OR UNINTERRUPTED OR MEETS OR WILL MEET CLIENT'S REQUIREMENTS OR WILL ACHIEVE ANY SPECIFIC RESULT.

MOREOVER, THE LICENSED SOFTWARE IS NOT A SUBSTITUTE FOR THE SKILL, KNOWLEDGE AND EXPERIENCE OF THE INDIVIDUALS WHO MAY USE THE LICENSED SOFTWARE. THE

INFORMATION CONTAINED IN OR PROVIDED BY THE SERVICES OR THE LICENSED SOFTWARE, AS THE CASE MAY BE, IS INTENDED ONLY AS A SUPPLEMENT TO THE KNOWLEDGE AND PROFESSIONAL JUDGMENT OF PHYSICIANS AND OTHER HEALTHCARE PROFESSIONALS. THE SERVICES AND LICENSED SOFTWARE ARE NOT AND ARE NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL JUDGEMENT IN PATIENT DIAGNOSIS OR TREATMENT. CLIENT, ON BEHALF OF ITSELF AND EACH AUTHORIZED USER OF THE SERVICES OR LICENSED SOFTWARE, AS THE CASE MAY BE, HEREBY COVENANTS AND AGREES THAT THEY SHALL USE THE HIGHEST DEGREE OF CARE WHEN USING THE SERVICES OR THE LICENSED SOFTWARE, AS THE CASE MAY BE, AND SHALL ANALYZE ANY INFORMATION PROVIDED BY THE SERVICES OR THE LICENSED SOFTWARE, AS THE CASE MAY BE, IN LIGHT OF ALL OF THE OTHER AVAILABLE INFORMATION BEFORE RELYING ON SUCH INFORMATION OR MAKING DECISIONS REGARDING PATIENT CARE. CLIENT ASSUMES ALL RISK FOR THE CARE OF ITS PATIENTS WHEN USING THE SERVICES OR THE LICENSED SOFTWARE, AS THE CASE MAY BE, AND NEITHER CANOPY NOR ITS AFFILIATES, OR THEIR RESPECTIVE VENDORS OR SUPPLIERS SHALL BE RESPONSIBLE FOR ANY LOSSES, INJURIES, DAMAGES OR OTHER CONSEQUENCES TO CLIENT OR ITS PATIENTS RESULTING FROM SUCH USE.

7. LIMITATION OF LIABILITY AND INDEMNITIES

7.1 Limitation of Liability

EXCEPT FOR CANOPY'S OR ITS RESALE PARTNERS' INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, THE TOTAL AND AGGREGATED LIABILITY OF CANOPY AND ITS AFFILIATES TO CLIENT FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, INDEMNITY, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL AMOUNTS PAID TO CANOPY BY CLIENT DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE ACT, OMISSION OR EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

THE PARTIES AGREE THAT NEITHER PARTY NOR THEIR REPRESENTATIVES, INCLUDING THEIR AFFILIATES, SUBSIDIARIES, SUBCONTRACTORS AND SUPPLIERS, SHALL HAVE LIABILITY TO THE OTHER PARTY FOR (A) ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, CONTINGENT OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, GAINS, OPPORTUNITIES OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA, COST OF RECREATING DATA OR COST OF CAPITAL, WHETHER DIRECT OR INDIRECT, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT INCLUDING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE; AND (B) ANYTHING OCCURRING AFTER THE END OF THE TERM OF THIS AGREEMENT OTHER THAN FOR PROVISIONS THAT EXPRESSLY SURVIVE TERMINATION OF THIS AGREEMENT. .

7.2 Indemnity by Client

The Licensed Software will not replace the education, skill, and judgment of properly trained medical practitioners. Client is to ensure that only properly trained and qualified individuals, such as trained medical practitioners, doctors or trained nurses, have access to and use the Licensed Software and are aware of its functionality, capabilities and limitations. To the extent expressly authorized by Nevada law, Client shall, at its expense and upon Canopy's request, defend Canopy, its Resale Partners and their respective employees, affiliates, contractors, suppliers, agents and representatives (collectively, "**Canopy Parties**" and each, a "**Canopy Party**") harmless from and against any and all losses, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) ("**Losses**") resulting directly from any Third-Party Claim and agrees to indemnify and hold harmless Canopy Parties for and from any and all Losses incurred by Canopy Parties or awarded against Canopy Parties as a result of Third-Party Claims resulting directly

from: (a) a breach or non-fulfillment of any representation, promise, warranty, or covenant of this Agreement by the Client Indemnified Parties (as defined in 7.3); (b) any negligent act or intentional omission of any Client Indemnified Party (including any recklessness or willful misconduct) in connection with the performance of this Agreement; (c) any bodily injury, death of any person, or damage to real property or tangible personal property caused by the acts or intentional omissions of any Client Indemnified Party in the performance of this Agreement; (d) any failure by any Client Indemnified Party to comply with any applicable laws in the performance of this Agreement; or (e) Client's use of the Licensed Software directly caused the wrongful death or personal injury of a person to whom Client or Client's employees provided medical services; however, Client explicitly retains all defenses to such indemnification that may exist under law. Client shall have the right to select defense counsel and may settle or resolve any indemnified claim subject to written approval by the Canopy Parties, which shall not be unreasonably withheld, conditioned, or delayed. Client shall not have the authority to bind the Canopy Parties, enter into a judgement or settlement which attributes fault to the Canopy Parties, or take action prejudicial thereto without Canopy Party's prior knowledge and consent, which shall not be unreasonably withheld, conditioned, or delayed. Canopy Parties, at their own expense, shall be entitled to be represented by their own counsel in any such litigation.

7.3 Indemnity by Canopy

Canopy shall remain responsible for all obligations and Services performed by its Resale Partners, agents, contractors, and subcontractors, and their respective employees and independent contractors. Canopy shall, at its expense and upon Client's request, defend Client and its officers, directors and employees (the "**Client Indemnified Parties**") against any and all Losses resulting from or related to any Third-Party Claim and agrees to indemnify and hold harmless the Client Indemnified Parties for and from any and all Losses incurred by the Client Indemnified Parties or awarded against the Client Indemnified Parties as a result of Third-Party Claims resulting from or related to: (a) a breach or non-fulfillment of any representation, promise, warranty, or covenant of this Agreement by the Canopy Parties; (b) any negligent act or omission of any Canopy Party (including any recklessness or willful misconduct) in connection with the performance of this Agreement; (c) any bodily injury, death of any person, or damage to real property or tangible personal property caused by the acts or omissions of any Canopy Party in the performance of this Agreement; (d) any failure by any Canopy Party to comply with any applicable laws; (e) Canopy will defend Client from and against all claims brought against Client to the extent based on a Third-Party Claim that the Licensed Software licensed by Client infringes such third party's trade secrets, patents or copyrights and pay losses, damages, fees, fines and penalties finally awarded by a court of competent jurisdiction or agreed in a settlement in connection with such Third-Party Claims. Canopy has no obligation or liability under this Section 7.3(e) with respect to any Third-Party Claim which is based upon or results from: (a) the combination of any Licensed Software with any equipment or software not furnished by Canopy (except for the server); (b) any unauthorized modification or use of the Licensed Software; or (c) failure or error related to the server; or (f) any product liability, including any defect in manufacture, design, material, and workmanship of the Canopy Equipment or other products provided hereunder, or any other defect with respect to the Canopy Equipment or other products provided hereunder which causes, in whole or in part, bodily injury or death to any person but only to the extent that Canopy or a Canopy Party has received a comparable indemnity obligation from a Canopy Equipment manufacturer. Canopy shall have the right to select defense counsel and may settle or resolve any indemnified claim subject to written approval by the Client Indemnified Parties, which shall not be unreasonably withheld, conditioned, or delayed. Canopy shall not have the authority to bind the Client Indemnified Parties, enter into a judgement or settlement which attributes fault to the Client Indemnified Parties, or take action prejudicial thereto without Client's prior knowledge and consent, which shall not be unreasonably withheld, conditioned, or delayed. The Client Indemnified Parties, at their own expense, shall be entitled to be represented by their own counsel in any such litigation.

7.4. Indemnification Procedure.

The indemnified Party shall promptly notify the indemnifying Party of such Third-Party Claim (provided that the indemnified party was notified directly concerning such Third-Party Claim). The indemnifying Party shall have sole control of the defense and all related settlement negotiations of such claim, subject to the

terms of this Section 7, provided that any such settlement unconditionally releases the indemnified Party of all liability and does not make any admission of wrongdoing by the indemnified Party or otherwise imposes obligations against the interest of the indemnified Party. The indemnified Party shall give the indemnifying Party prompt reasonable assistance at the indemnifying Party's expense to assist in the defense or settlement of such claim.

8. GRANT OF LICENSE

The Parties agree that the license to use any of the Licensed Software shall be governed by and the subject to the terms and conditions of this Agreement, the License Agreement(s), and any other applicable license agreement(s) that are included as Schedules to this Agreement or end user licenses. As of the Effective Date, the Parties agree the License Agreement for Aidoc is included in Schedule A attached to this Agreement. In addition, Client agrees that it will abide by and fully comply with the terms and conditions of all third-party software used in connection with, or integrated into, or forming part of, the Licensed Software to the extent that such terms and conditions are provided to Client and agreed to by Client in writing. Canopy, and its Resale Partners, shall have the right at any time and from time to time to update, upgrade, substitute, correct or modify any Licensed Software or to replace any third party software forming part of the Licensed Software so long as such actions do not reduce the functionality of the Licensed Software.

9. INTELLECTUAL PROPERTY OWNERSHIP/RIGHTS

9.1 Except for the limited license(s) granted herein or any applicable License Agreement, and as between the Parties, all rights, title and interest in and to the Licensed Software (or any portion thereof), Confidential Information, and all Intellectual Property related to the Licensed Software are retained by Canopy's Resale Partners (other than Intellectual Property which is related to the Licensed Software but which is owned by a third party licensor and which is used in accordance with this Agreement pursuant to a valid license).

9.2 This Agreement shall not be construed in any way whatsoever to grant to Client any right or license to such technology, information and Intellectual Property, whether by implication, estoppel or otherwise, except as expressly provided herein or any applicable license agreement.

9.3 Neither any Derivative Works made by Client of the Licensed Software technology, Information and Intellectual Property, nor Derivative Works made by Canopy or its Resale Partners, Information and Intellectual Property as a result of feedback from Client, shall provide any basis for any claim of right by Client to Canopy's or its Resale Partners' Information and Intellectual Property, or to such Derivative Works, all Derivative Works shall remain the exclusive property of Canopy and its Resale Partners.

9.4 To the extent Client or its personnel acquires any such right, title or interest therein by operation of law, Client hereby irrevocably assigns any and all such right, title and interest exclusively to Licensed Software or, to the extent that assignment is not permitted by applicable law, hereby waives in favor of Canopy and its Resale Partners any right or interest it has or may have therein and shall maintain and enforce agreements and policies with its personnel sufficient to give effect to this Section 9.4.

9.5 Client is not granted any right to any other Intellectual Property, including, without limitation, any patent, invention, copyright, trademark, or trade secret right.

9.6 Except as may be otherwise provided in writing from time to time signed by a duly authorized representative of Canopy or its Resale Partners, any suggestion or idea transmitted related to improving any proprietary deliverable offered by a Resale Partner by Client to Canopy or its Resale Partners is not to be regarded as secret or submitted in confidence and Canopy will pay no compensation if one or more Resale Partners elects to use such suggestion, or idea. Any such suggestion or idea related to improving any proprietary deliverable offered by Resale Partners shall be deemed, between the Parties, to be exclusively owned by the respective Resale Partner.

10. CONFIDENTIALITY

10.1 **“Confidential Information”** means and includes all non-public information regarding either Party’s products, services, business information, marketing and promotions, the identity of either Party’s customers, as well as all discussions leading to any of these. Documentation, Licensed Software and product information is Confidential Information belonging to Canopy or its Resale Partners, and specifically includes the terms and contents of this Agreement (and all Schedules, Exhibits, and Attachments hereto). Each Party agrees not to use, or disclose the Confidential Information of the other Party except on a need-to-know basis and shall only be used for the purposes described in this Agreement and to perform its respective obligations under this Agreement. Each Party agrees to use at the same degree of care that the Party uses to protect its own confidential information which shall in no event be less than the degree of care a reasonably prudent person would afford to such information. For greater certainty, Confidential Information shall be treated as confidential information regardless of whether or not any indication or marking is made on it which specifies that it is confidential regardless of form. For the avoidance of doubt, **“protected health information”** (as that term is defined at 45 C.F.R. § 160.103) (**“PHI”**) shall not be considered **“Confidential Information.”** Canopy’s use or disclosure of Client’s PHI to carry out its obligations hereunder is subject to the Business Associate Agreement attached hereto as Attachment A and incorporated herein (the **“Business Associate Agreement”**).

10.2 Notwithstanding Section 10.1, the following items are not Confidential Information: any information that

- (a) is or becomes part of the public domain without breach of this Agreement;
- (b) is subsequently received from a third party who did not obtain or disclose it in violation of any rights of the disclosing Party, and is already therefore known to the receiving Party;
- (c) is already known to the receiving Party as evidenced by tangible documentation, existing at the time of disclosure; or
- (d) was independently developed by the receiving Party without access to or resort to, the information disclosed hereunder, existing at the time of disclosure.

10.3 Both Parties agree that any Confidential Information shall only be used for the purposes described in this Agreement and to perform its respective obligations under this Agreement.

10.4 With respect to Canopy’s provision of services in connection with the Licensed Software, Canopy shall have the right to provide Client’s Confidential Information to Canopy’s Resale Partners and to the following subcontractors of Canopy so long as they agree to be bound by the confidentiality provisions of this Agreement and the provisions of the Business Associate Agreement: (y) consultants and subcontractors qualified to assist with the maintenance and support of computing infrastructure within Canopy data processing facilities, for the sole purpose of enabling such consultants and contractors to so assist Canopy with such maintenance and support: and (z) any IT management provider engaged by Canopy, acting within the scope of a standard IT infrastructure management (but not software development) agreement with Canopy, for the sole purposes of enabling such IT management provider to fulfill its obligations under its IT management agreement with Canopy and otherwise to assist Canopy with the maintenance and support of computing infrastructure within Canopy’s data processing facilities for purposes of Canopy providing its Services under this Agreement.

10.5 If the receiving Party or anyone to whom the receiving Party transmits Confidential Information becomes legally compelled to disclose any of the Confidential Information, the receiving Party will provide the disclosing Party with prompt written notice and reasonable assistance so that the disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, and the disclosing Party does not waive compliance with the provisions of this Agreement, the receiving Party or its representatives, as the case may be, will furnish only that portion of the Confidential Information that is legally required to be furnished and the receiving Party will exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such information. Nothing herein shall prevent

the receiving Party or the disclosing Party from good faith compliance with its disclosure obligations under applicable securities law or applicable regulatory or stock exchange requirements; provided, however, that the Party required to make disclosure in compliance with such disclosure obligations shall use commercially reasonable efforts to notify the other Party in advance of any such disclosure and no PHI will be disclosed other than in accordance with United States federal healthcare privacy laws and the Business Associate Agreement.

10.6 Before any Party discloses the other Party's Confidential Information pursuant to a legally binding subpoena, court order, or as required by law, to the extent practicable, the disclosing Party shall give reasonable, written notice to the other Party and cooperate in such Party's attempt to obtain a protective order.

10.7 Notwithstanding the foregoing, Canopy acknowledges that Client is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its contracts are public documents available for copying and inspection by the public. If Client receives a demand for the disclosure of any information related to this Agreement that Canopy has claimed to be confidential and proprietary, such as Canopy's pricing, programs, services, business practices or procedures, Client will immediately notify Canopy of such demand and Canopy shall immediately notify Client of its intention to seek injunctive relief in a Nevada court for protective order. Canopy shall indemnify, and defend and hold harmless Client from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of Canopy document(s) in Client's custody and control that Canopy's claims to be confidential and proprietary.

11. USE OF DATA

Subject to Canopy's and its Resale Partners' (as set forth in Client's License Agreements) compliance with all privacy laws and the Business Associate Agreement, and notwithstanding any provision of this Agreement to the contrary, Canopy and its Resale Partners shall have a fully paid-up and non-transferable license to collect, aggregate, and use in aggregate form, the data, health and diagnostic information, images and dictation recordings received from Client or received through or by reason of Canopy's relationship with Client, medical reports, clinical information received from Client or received through Canopy's relationship with Client (collectively, "**Clinical Data**") for the purposes of compiling the Clinical Data and using it in aggregate, de-identified form for research, statistical analyses, models, comparison reports and other analyses to be derived from the Clinical Data (collectively, "**Aggregate Data**"). Canopy shall have the right, but not the obligation, to use the Aggregate Data to improve or otherwise modify Canopy's or its suppliers' products and services as such products and services are described in this Agreement or to create new products and services or functionalities of Canopy's services. To the extent that any Aggregate Data is so compiled or used by Canopy or its Resale Partners, such copy of the Aggregate Data and any product or service improvements, modifications or inventions and any new products or services relating to or based on such Aggregate Data shall be solely owned by Canopy or its Resale Partners and may be used by Canopy or its Resale Partners for any lawful business purpose without any duty or obligation to Client. Notwithstanding the foregoing, before any Clinical Data is disclosed to any third party in any form, Canopy shall: (i) anonymize the Clinical Data such that any PHI within the Clinical Data is rendered de-identified pursuant to 45 CFR 164.514(b)(2) and any information which may directly or indirectly identify Client, Client's employees, or healthcare providers is removed and (ii) aggregate Clinical Data with like data from Canopy's other clients such that Client Data cannot be isolated apart from other like data. No other use or disclosure of Clinical Data by Canopy shall be permitted other than as set forth in this Section 111.

12. COMPLIANCE MATTERS

12.1 **Exclusion.** Canopy represents and warrants to Client that neither Canopy nor any partner, member, shareholder, director, officer, employee, or agent of Canopy (for purposes of this Section 122, collectively "**Canopy**") (a) has ever been excluded, debarred, suspended, or otherwise ineligible to participate in any federal health care program as defined at 42 U.S.C. § 1320a-7b(f) (the "**Federal Health Care Programs**"); (b) has ever been convicted of a criminal offence related to the provision of health care services or items under the Federal Health Care Programs (whether or not excluded, debarred, suspended

or otherwise declared ineligible to participate in such programs); and (c) is, to the best of its knowledge, under investigation or otherwise aware of circumstances which may result in Canopy being excluded, debarred, suspended, or otherwise ineligible to participate in the Federal Health Care Programs. The representations in this Section 122 shall be continuing and Canopy shall immediately notify Client of any change in the representations made in this Section 122. Any breach of the representations in this Section 12 shall entitle Client to terminate this Agreement immediately with cause and without any further obligation to Canopy.

12.2 Access to Books, Documents, and Records. If this Agreement is subject to Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C. § 1395x(v)(1)(I) and the regulations promulgated thereunder at 42 C.F.R. Part 420, Canopy agrees that from the Effective Date until the expiration of four (4) years after the furnishing of any products or the Services, it shall, upon written request, make available to the Secretary of the U.S. Department of Health and Human Services (the “**Secretary**”), the Comptroller General of the United States, or the duly authorized representatives of the foregoing, such books, documents, and records as may be necessary to certify the nature and extent of the costs of the Services; provided that the value or cost of the Services rendered to Client by Canopy or by an organization related to Canopy is Ten Thousand Dollars (\$10,000.00) or more over any twelve (12) month period during the term of this Agreement. If Canopy performs Services under this Agreement through a subcontract worth Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period with an organization related to Canopy within the meaning of 42 U.S.C. § 1395x(v)(1)(I) and the regulations promulgated thereunder, the subcontract shall include a clause permitting access by the Secretary, Comptroller General, or their duly authorized representatives to the books, documents, and records of each related organization to verify the nature and extent of such costs. This Section 12.2 shall survive expiration or termination of this Agreement.

12.3 Compliance with Applicable Laws. Canopy and Client shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and represents that it shall have obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations under this Agreement.

13. **INSURANCE**

Canopy shall furnish to Client evidence of workers’ compensation insurance in statutory limits and commercial general liability insurance and professional liability insurance, each issued by a licensed insurer rated B++ VI or better in the most recent Best’s Insurance Reports and in amounts not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate for general and professional liability insurance and no less than the statutory limits required by applicable state law for workers compensation Insurance. Such policies shall name Client as additional insured. Canopy shall give Client no less than thirty (30) days prior written notice of any cancellation or termination of, or material change in, such insurance which is not associated with a policy renewal.

14. **PUBLICITY**

14.1 The Parties may release a mutually agreed upon press release, in a form agreed upon by the Parties, to announce their cooperation hereunder. Notwithstanding the foregoing, Canopy and its Resale Partners (with respect to Aidoc only) may, with Client’s written permission, include Client’s name in the list of clinical deployment sites presented in their respective websites. Any use of Client’s logo shall require Client’s prior written approval which approval shall not be unreasonably withheld or delayed.

15. **ASSIGNMENT**

Neither Party may assign this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement without the prior written consent of the other Party to a purchaser of all or substantially all of its assets or outstanding capital stock, whether by merger, consolidation or otherwise; provided that, in the event of any such assignment, the assignee agrees to assume all of the rights and obligations of the assigning Party and the proposed assignee shall not be a direct competitor of the other Party as reasonably determined by the other Party.

16. INDEPENDENT CONTRACTORS

The Parties acknowledge that they are independent contractors and that each of the Parties is not an employee, agent or partner of the other Party. Each Party specifically acknowledges that its representatives are not employees, agents or partners of the other Party. Canopy may perform services similar to the services to be performed hereunder from time to time for Canopy's other customers.

17. NO WAIVER

No term or provision of this Agreement is deemed waived and no breach excused, unless the waiver or consent is in writing and signed by the Party claiming to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether expressed or implied, does not constitute consent to, waiver of, or excuse for, any other different or subsequent breach.

18. GOVERNING LAW

The rights and obligations of the parties under this Agreement shall be construed and governed exclusively by the laws of the state of Nevada without regard to principles of conflict of law, and the United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and excluded. Client further submits itself to the exclusive jurisdiction of the state and federal courts located in Clark County, Nevada, for any proceedings arising under or related to this Agreement.

19. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, all other provisions will nevertheless continue in full force and effect.

20. ENTIRE AGREEMENT

This Agreement, including all schedules, exhibits, addenda, and attachments (each of which is hereby incorporated by reference), constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever, whether oral or written, unless they are expressly incorporated by additional reference in this Agreement. The terms and conditions of this Agreement supersede all other terms and conditions submitted by either Party to the other including those contained on standard form ordering and shipping documents. No electronic terms accepted by Client or its employees or agents (commonly referred to as "click-through" or "click-wrap" terms) shall operate to amend, alter, supplement, or modify the terms of this Agreement or its attachments. For the avoidance of doubt, such click-through or click-wrap terms shall be void and of no effect as to Client even if Client or its employees or agents click "accept", "ok" or take any other action which may otherwise indicate agreement with such terms.

21. AMENDMENTS

This Agreement will not be changed or amended except in writing duly executed by the duly authorized representatives of all Parties.

22. CAPTIONS

The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way are to be construed as defining, limiting, or describing the scope or intent of this Agreement.

23. BENEFITS

This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns, if any, of the Parties hereto, except that nothing contained in this provision shall be construed to permit any attempted assignment which would be unauthorized or void pursuant to any other provision of this Agreement.

24. REMEDIES CUMULATIVE

Unless otherwise set out in this Agreement, the rights and remedies granted to each Party under this Agreement are cumulative and are in addition to each Party's right provided by law or otherwise. Each Party may exercise its rights concurrently or separately and the exercise of one remedy is not deemed an exclusive election of that remedy or precludes the exercise of any other remedy.

25. SURVIVAL

Any terms and conditions of this Agreement that by their nature extend beyond the term or expiry of this Agreement shall survive the termination or expiry of this Agreement. This includes, without limitation, Sections 1 (Fees), 5 (Term and Termination), 7 (Limitation of Liabilities and Indemnities), 10 (Confidentiality), 11 (Use of Data), 122 (Compliance Matters), 188 (Governing Law), 25 (Survival), and 27 (Notices).

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which together are deemed to be one and the same instrument. The Parties have caused this be executed by a duly authorized representative of each of the Parties.

27. NOTICES

Any notices required or permitted to be sent hereunder shall be in writing and shall be deemed given and received: (i) on the date of delivery if delivered personally; (ii) five (5) days after having been mailed by certified mail, return receipt requested and postage prepaid; or (iii) one (1) day after deposit with a nationally recognized overnight courier service, with charges prepaid, to the following addresses (or to such other address as either Party may from time to time provide by written notice given in accordance with the provisions of this Section 27):

If to Client:

University Medical Center of Southern
Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Atten: Legal - Contracts

If to Canopy:

Canopy Partners
1331 N. Elm Street, Suite 200
Greensboro, NC 27401
Fax #: 336-482-2959
Attn: Worth Saunders, CEO

With a copy to:

Radiology Partners, Inc.
2330 Utah Ave #200
El Segundo, CA 90245
Attn: Chief Legal Officer.

28. REPORTING FOR MEDICARE, MEDICAID & GOVERNMENT PURPOSES

Client and Canopy intend that this Agreement shall be administered in accordance with the provisions of the federal Anti-Kickback Statute, 42, U.S.C. § 1320a-7b(b) ("AKS"). Any discounts and rebates received by Client with respect to Products under this Agreement, may be considered "discounts or other reductions in price" under 42 U.S.C. § 1320a-7b(b)(3)(A) of the AKS. To the extent required by the AKS or the Discount

Safe Harbor regulations, 42 C.F.R § 1001.952(h) et seq., Client shall fully and accurately disclose such discounts and other reductions in price in accordance with the applicable state or federal cost reporting requirements, including, without limitation, disclosing and accurately reflecting where appropriate, and as appropriate, to the applicable reimbursement methodology. Canopy will provide Client with sales and discount information to allow Client to comply with this Section and the Discount Safe Harbor, including sufficient rebate and pricing information to enable Facility to accurately report its actual costs for all purchases of Products made pursuant to this Agreement. The total charges for the Products purchased under this Agreement shall be the contract price less any such discounts, including rebates.

29. ADDENDUMS & SCHEDULES

The following are the Addenda and Schedules to this Agreement and form part of this Agreement:

Schedule A – Aidoc Software


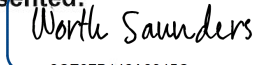
Exhibit 1 to Schedule A – Service Level Agreement

Exhibit 2 to Schedule A – List of Client Sites

Attachment A – Business Associate Agreement

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives and made effective as of the Effective Date.

University Medical Center of Southern Nevada.	Canopy Partners, LLC
Represented: By: <u></u> Name: <u>Mason Van Houweling</u> Title: <u>CEO</u> :	Represented: By: <u></u> Name: <u>Worth Saunders</u> Title: <u>President</u> :
and By: _____ Name: _____ Title: _____ :	and By: _____ Name: _____ Title: _____ :

SCHEDULE A

AIDOC SOFTWARE

This Schedule A and the Exhibits attached hereto (collectively, "**Schedule A**"), are effective on the Effective Date of the Master License Agreement (the "**Master Agreement**") to which this Schedule A is attached, and the terms and conditions of the Master Agreement are incorporated herein by reference; provided however, in the event of a conflict between the terms of the Master Agreement and this Schedule A, the terms of this Schedule A shall control. All capitalized terms not otherwise defined in this Schedule A shall have the meaning given such term in the Master Agreement.

Grant of License: Subject to the terms and conditions of the Master Agreement, Canopy hereby grants Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access the Aidoc software for Client's internal use at the facilities listed on Exhibit 3 to this Schedule A.

Delivery and performance of the Licensed Software, and Canopy's support and maintenance thereof, are subject to the Service Level Agreement attached hereto as Exhibit 1 to this Schedule A.

Licensed Software Subscription Term	12-month term, commencing upon the Clinical Go-Live Date (first clinical use); If at any time during the 90-day period commencing on the Clinical Go-Live Date Client is dissatisfied with the Licensed Software for any reason and notifies Canopy in writing of such dissatisfaction with reasonable particularity of the issues within such 90-day period, the agreement can be terminated, effective on the last day of such 90-day period, and a pro-rated fee will be calculated based on days of usage.
Estimated Annual Studies	240,000 (not to exceed 276k exams during the Licensed Software Subscription Term)

[Remainder of page intentionally left blank; pricing continues on next page]

Pricing

Item Name	Description	Qty	Annual Subscription Fee	One Time Implementation Fee
Aidoc Setup (Enterprise)	Initial installation & configuration	1		\$30,000 (waived)
AI Orchestrator (Enterprise)	Subscription to Aidoc on-premises orchestration platform including upgrades, PACS & PS360 integrations, maintenance and support	1	Included	Included
AI Modules (Enterprise)	<ul style="list-style-type: none"> • ICH - Head CT • C-spine fracture • PE – CTPA • LVO – CTA • iPE • Free Air in the Abdomen • Rib Fracture 	7	\$187,385	Included
Care Coordination	<ul style="list-style-type: none"> • PE • LVO 	2	Not Included	Not Included
TOTAL			\$187,385	\$0

This Pricing includes Professional Services and Software Maintenance & Support including:


- Software updates and upgrades during the term;
- Technical support as further outlined in the Service Level Agreement on Exhibit 1 to this Schedule A;

Payment Terms:

- An invoice for the full balance of the 12-month subscription fee will be generated on the first day of the 4th month of production.
- Early Adopter Benefits:
 - As a part of the early adopter program, Client is entitled to receive any future FDA approved algorithms which become available during the initial Licensed Software Subscription Term at no charge.

- All payments are due in accordance with Section 1 of the Master Agreement.
- Any purchase order presented by Client is valid only for the purposes of identifying the "bill to" and "ship to" addresses. No additional terms contained within a purchase order shall be binding on Canopy or its Reseller Partners, unless expressly agreed to in writing by Canopy.
- The prices shown do not include any taxes that may apply. Any applicable taxes are the responsibility of the Client and payable to Canopy once invoiced, unless the Client provides an appropriate tax exemption certificate number.
- AI Module Fees encompass Client Annual Radiology Exams (noted above). If the Client's total imaging volume increases by 15% over the volume note above, mutually agreeable adjustments will be made to the Annual Subscription Fee.

University Medical Center of Southern Nevada.



Signature

Mason Van Houweling

Name of Authorized Signer

CEO

Title

3/21/22

Date

Canopy Partners, LLC

DocuSigned by:
Worth Saunders

Signature

worth saunders

Name of Authorized Signer

President

Title

3/22/2022

Date

**Exhibit 1
to
Schedule A of the Master Agreement**

Service Level Agreement

This document outlines the service levels to be provided in the delivery of Licensed Software.

1. Service Scope

- 1.1. Tier 1 IT support provided by Canopy Partners and its parent organization, Radiology Partners. The parties shall work together to provide support via one central support structure. Radiologists are the users of this software, and the below support structure is intended to serve those support needs.
- 1.2. Canopy and Radiology Partners shall provide Client with the following support related to Canopy Software using a mix of the following methodologies:
 - 1.2.1. Manned telephone support.
 - 1.2.2. Monitored email support.
 - 1.2.3. Remote assistance using Remote Desktop and a Virtual Private Network when available.
 - 1.2.4. Deployment of all Software updates applicable to the Algorithms for Clinical Use in accordance with Schedule A.
- 1.3. Client shall provide all reasonably requested information to Canopy and Radiology Partners to grant full access to Client's malfunctioning or testing systems at Canopy's request if it is technically possible and in accordance with Sections 4, 5 and 7 of Exhibit 1 of this Schedule. Client shall provide as much detailed information as possible to help Canopy resolve the problem.
- 1.4. Canopy shall provide Client with an e-mail address and telephone number to which issues and urgent cases can be reported to.

2. Service Management

- 2.1. Canopy and Radiology Partners will provide to Client the following general support:
 - 2.1.1. Telephone support during office hours.
 - 2.1.2. Email support is available 24 hours, 7 days a week (24 x 7) basis for non-emergency issues, and is normally not checked overnight or on weekends.
 - 2.1.3. Proposed resolution / steps of investigation will be provided within 24 business hours of receipt when possible.
 - 2.1.4. Resolution may take up to 7 working days to be submitted for release, except for issues related to Boundaries and Exclusions and Level 4 issues.

3. Support Policy

- 3.1. Canopy and Radiology Partners to prioritize tickets by severity in accordance to the following policy:

Severity Level	Definition	Expected Response Time
Level 1 – Urgent	Service is down, operations severely impacted with no workaround.	Within 60 minutes during our business hours, and except as otherwise provided herein, we guarantee response within 4 hours.

Level 2 – High	Service is operational but significant disruption of operations; no stable workaround.	Within 90 minutes during our business hours, and except as otherwise provided herein, we guarantee response within 8 hours.
Level 3 – Medium	Issues causing moderate to low service disruption or any issue for which there is a stable workaround available.	Within 2 hours during our business hours.
Level 4 – Low	Service is operational; no significant disruption of operations; issues with little time sensitivity such as general questions	Within 8 hours during our business hours.

3.2. Please note that these guidelines specify the time to begin investigation of the problem, not the length of time within which such problem will be resolved.

4. Boundaries and Exclusions

4.1. The Service Scope shall not apply to performance issues caused by the following:

- 4.1.1. A result of Client equipment including third-party computer hardware, software, or network infrastructure not within the sole control of Canopy.
- 4.1.2. Actions or inactions of Client (unless undertaken at the expressed directive of the Canopy) or third parties beyond the control of the Canopy.
- 4.1.3. Overall Internet congestion, slowdown, or unavailability.
- 4.1.4. Scheduled maintenance time.
- 4.1.5. Excusable Delay under Section 4.

AMENDMENT NO. 1 MASTER LICENSE AGREEMENT

This Amendment No. 1 to the Master License Agreement (“**Amendment**”) is made as of July 13, 2023 (“**Amendment No. 1 Effective Date**”), by and between University Medical Center of Southern Nevada (“**Client**”) and Canopy Partners, LLC (“**Canopy**”) (each a “**Party**” and collectively the “**Parties**”).

WHEREAS, the Parties entered into that certain Master License Agreement dated effective as of March 22, 2022 (“**Agreement**”); and

WHEREAS, the Parties now desire to amend the Agreement to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to amend the Agreement as follows:

1. Section 5.1(a) (Term) of the Agreement is hereby deleted in its entirety and replaced with the following language:

“(a) The Term of this MSA shall be effective as of the Effective Date and shall remain in full force and effect until the termination in accordance with the terms hereof. The term for the Licensed Software is defined in Schedule A attached to this Agreement.”

2. The section entitled “Licensed Software Subscription Term” in Exhibit A on page 17 shall be deleted in its entirety and replaced with the following language:

Licensed Software Subscription Term	<p>The initial term (“Initial Term”) of the Licensed Software subscription shall be for 12-months, commencing upon the Clinical Go-Live Date (first clinical use, confirmed via written notice to Client), and shall renew automatically for successive twelve (12) month periods, not to exceed four (4) successive annual renewals, unless either Party delivers written notice of non-renewal to the other Party at least one ninety (90) days prior to the end of the then-existing term;</p> <p>If at any time during the first 90-day period of the Initial Term commencing on the Clinical Go-Live Date Client is dissatisfied with the Licensed Software for any reason and notifies Canopy in writing of such dissatisfaction with reasonable particularity of the issues within such 90-day period, the agreement can be terminated, effective on the last day of such 90-day period, and a pro-rated fee will be calculated based on days of usage.</p>
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3. Bullet No. 1 under “Payment Terms” on Page 18 of the Agreement is hereby updated as follows:
 - a. “An invoice for the full balance of the 12-month subscription fee will be generated on the first day of the 4th month of production. Renewal fees shall be billed on the annual anniversary date of Clinical Go Live.”

In the event of a conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall govern. Other than as amended by this Amendment, all terms and provisions of the Agreement will remain in full force and effect.

This Amendment may not be modified or amended except by written instrument specifically referring to this Amendment and signed by the Parties.

All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment to be effective as of the Amendment No. 1 Effective Date, although executed on the date(s) indicated below.

**UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA**

CANOPY PARTNERS, LLC

Signature: _____

Signature: _____

Name: _____

Name: Worth Saunders

Title: _____

Title: President

Date: _____

Date: _____

**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 University Medical Center of Southern Nevada Governing Board (“GB”) in determining whether members of the GB 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 University Medical Center of Southern Nevada. Failure to submit the requested information may result in a refusal by the GB 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 Council 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 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 University Medical Center of Southern Nevada 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 University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form.

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 University Medical Center of Southern Nevada employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a University Medical Center of Southern Nevada employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	xx <input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: Canopy Partners, LLC						
(Include d.b.a., if applicable)						
Street Address:		1331 N. Elm Street 200		Website:		
City, State and Zip Code:		Raleigh, NC 27608		POC Name: Joe Ariaudo		
Telephone No:		858-716-7430		Email: Joe.Ariaudo@canopy-partners.com		
Nevada Local Street Address: (If different from above)		n/a		Fax No:		
City, State and Zip Code:				Website:		
Local Telephone No:				Local Fax 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).

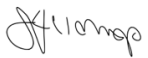
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
n/a No individual owns more than 5% of Canopy		

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 - Imaging Solutions Title	<div style="border: 1px solid black; padding: 2px; width: fit-content; margin-bottom: 5px;">Joe Ariaudo</div> Print Name <div style="border: 1px solid black; padding: 2px; width: fit-content; margin-bottom: 5px;">02/15/2022</div> Date
---	---

DISCLOSURE OF RELATIONSHIP

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

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

* 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: Second Amendment to the Master Services Agreement for Consumer Reporting and Ancillary Services with FinThrive Healthcare, Inc.	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation:	
<p>That the Governing Board approve and authorize the Chief Executive Officer to sign the Second Amendment to the Master Services Agreement for Consumer Reporting and Ancillary Services with FinThrive Healthcare, Inc. for Insurance Discovery Subscription Services; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. (<i>For possible action</i>)</p>	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000853000	Funded Pgm/Grant: N/A
Description: Insurance Discovery Subscription Services	
Bid/RFP/CBE: NRS 332.115(1)(h) – Software	
Term: Amendment 2 – extend through 12/27/2026	
Amount: Amendment 2 – additional NTE \$400,000 per year or NTE \$1,200,000 total for the period 12/28/2023 to 12/27/2026	
Out Clause: 90 days w/o cause	

BACKGROUND:

On December 28, 2018, UMC entered into an agreement with FinThrive Healthcare, Inc. f/k/a Trans Union, LLC (“FinThrive”) to provide a financial assessment solution on post-service eligibility system designed to maximize reimbursements and reduce uncompensated care costs that were initially not verifiable on the front-end of the revenue process. FinThrive offered the following software platforms: (1) eScan; (2) Financial Aid; and (3) Propensity to Pay. These platforms helped accurately estimate a patient’s eligibility to participate in programs and estimate a patient’s ability to pay at the point of service or post-visit to keep the collection efforts in-house before submitting to an actual collection agency. The initial Term was from December 28, 2018 to December 27, 2019 with two, 2-year extension options. First Amendment, effective May 26, 2021, updated the legal business name to Trans Union, LLC, extended the Term through December 27, 2023, updated the termination for convenience language, removed the Financial Aid and the Propensity to Pay platforms, updated the eScan platform to the Insurance Discovery platform, increased the funding by an additional NTE amount of \$1,080,000, and other miscellaneous provisions.

Cleared for Agenda
November 15, 2023

Agenda Item #

6

This Second Amendment requests to extend the Term for three (3) years through December 27, 2026, increase the funding by an additional NTE amount of \$400,000 per year, update the legal business name to FinThrive Healthcare, Inc., and other miscellaneous provisions. Staff also requests authorization for the Hospital CEO to execute future amendments within the NTE amount of this Agreement if deemed beneficial to UMC.

UMC's Patient Accounting Director has reviewed and recommends approval of this Amendment. 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 November 8, 2023 meeting and recommended for approval by the Governing Board.

**SECOND AMENDMENT TO THE MASTER SERVICES AGREEMENT
FOR CONSUMER REPORTING AND ANCILLARY SERVICES
BETWEEN UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
AND FINTHRIVE HEALTHCARE, INC.**

This Second Amendment to the Master Services Agreement for Consumer Reporting and Ancillary Services ("Second Amendment"), is hereby made effective as of the last date of signature of this Second Amendment ("Second Amendment Effective Date") by and between FinThrive Healthcare, Inc. on behalf of itself and its affiliates and subsidiaries, and as successor in interest to Trans Union LLC ("FinThrive") and University Medical Center of Southern Nevada ("UMC" or "Customer"). FinThrive and Customer being hereinafter individually referred to as a "Party" or collectively referred to as the "Parties".

RECITALS

WHEREAS, the Parties entered into a Master Services Agreement for Consumer Reporting and Ancillary Services, and a Product and Pricing Addendum both dated December 28, 2018 (the "Agreement");

WHEREAS, on May 26, 2021, the Parties entered into the First Amendment which updated the business name to Trans Union LLC, extended the Term through December 27, 2023, and other changes as documented;

WHEREAS, on December 17, 2021, FinThrive acquired Trans Union LLC, and the latter is now a wholly owned subsidiary of FinThrive; and

WHEREAS, FinThrive and Customer desire to further amend the Agreement to extend the Term, increase the funding, and update the business name and other miscellaneous provisions pursuant to the terms and conditions set forth herein.

NOW THEREFORE, FinThrive and Customer understand and agree as follows:

1. As of December 17, 2021, all references to "Trans Union LLC" shall be deleted and replaced with "FinThrive Healthcare, Inc.", and all references to "TransUnion" shall be deleted and replaced with "FinThrive".
2. All references in the Agreement to "555 West Adams, Chicago, Illinois 60661" shall be deleted and replaced with "7950 Legacy Drive, Suite 900, Plano, Texas 75024".
3. Section 4.7, Term, Termination and Survival, the end date of December 27, 2023 shall be replaced with December 27, 2026 ("Extension Term").
4. Section 4.25, Notices, shall be modified to update the FinThrive mailing address as follows:

If to FinThrive: Attn: Legal/Contracting
Email: technologycontracts@finthrive.com
FinThrive Healthcare, Inc.
7950 Legacy Drive, Suite 900
Plano, TX 75024

5. Section 4.28, Information Security Incidents shall be added to the Agreement as follows:

4.28 Information Security Incidents. In the event either Party experiences an Information Security Incident, it shall promptly notify the other Party in writing. For the purposes of this paragraph, an "Information Security Incident" means any actions or omissions including but not limited to ransomware, malware, and data breach incidents that compromise the security, confidentiality, or integrity of any safeguards put in place that relate to or impact data and systems of the Parties that interact. Upon receiving such notice, such Party may immediately suspend access to its systems, services and products until such time as it reasonably determines there is no longer a security risk. However, in the event a Party suspends its performance for an aggregate period in excess of thirty (30) days, such Party may immediately terminate this Agreement.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 6						
Corporate/Business Entity Name: FinThrive Healthcare, Inc.						
(Include d.b.a., if applicable) FinThrive						
Street Address:		7950 Legacy Drive, Suite 900		Website: https://finthrive.com/		
City, State and Zip Code:		Plano, TX 75024		POC Name: Justin Black, Customer Success Manager Email: justin.black@finthrive.com		
Telephone No:		(678) 323-2500		Fax No: N/A		
Nevada Local Street Address: (If different from above)		Same as above		Website: Same as above		
City, State and Zip Code:		Same as above		Local Fax No: N/A		
Local Telephone No:		Same as above		Local POC Name: Justin Black, Customer Success Manager Email: justin.black@finthrive.com		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
FinThrive, Inc.	n/a	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.

<p><i>Chris Neester</i></p> <p>_____ Signature</p>	<p>Chris Neester</p> <p>_____ Print Name</p>
<p>_____ Chief Financial Officer</p> <p>_____ Title</p>	<p>11/2/2023</p> <p>_____ Date</p>

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

Issue: Renewal Order Form and Support Services Quote with Kronos Incorporated	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation:	
That the Governing Board approve and authorize the Chief Executive Officer to sign the Renewal Order Form and Support Services Quote with Kronos Incorporated for the Workforce Central Product Suite; or take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000854000	Funded Pgm/Grant: N/A
Description: Workforce Central Product Suite	
Bid/RFP/CBE: NRS 332.115(1)(h) - Software	
Term: 1/12/2024 to 1/11/2025	
Amount: NTE \$281,823.69; Total cumulative is \$2,026,588.73	
Out Clause: 60 days for convenience	

BACKGROUND:

On November 16, 2019, the Governing Board approved the Agreement with Kronos Incorporated (“Kronos”) to purchase Workforce Central product suite. The technology bundle provides workforce/employee management, including time collection, leave management and reporting.

This request is to enter into a Renewal Order Form and Support Services Quote (“Agreement”) with Kronos to continue services to support the transition to UKG Cloud Solutions. UMC will compensate Kronos \$281,823.69 for one (1) year from January 12, 2024 through January 11, 2025. Either party may terminate this Agreement for convenience with a 60-day written notice to the other.

UMC’s Chief Information Officer has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC’s Office of General Counsel.

Kronos currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their November 8, 2023 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
November 15, 2023

Agenda Item #

7



RENEWAL ORDER FORM

Quote#: Q-193461
Expires: 11 Jan, 2024

Order Type: Renewal
Date: 29 Sep, 2023

Bill To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 WEST CHARLESTON BLVD
LAS VEGAS, NV 89102-2386 USA

Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 WEST CHARLESTON BLVD
LAS VEGAS, NV 89102-2386 USA

Bill To Contact:

Payment Terms: Net 30 Days
Customer PO Number:
Renewal Term: 12 months
Billing Frequency: Annual
Billing Type: Advance

Currency:USD
Solution ID: 6005630

Contract Summary

Contract Period Start Date: 1/12/2024 12:00:00 AM

Contract Period End Date: 1/11/2025 12:00:00 AM

Total Price: USD 266,137.41

The Total Price is the total billable amount (pre-tax) for the contract period listed above.

Annualized Contract Value: USD 266,312.76

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.



SaaS Application

Product Name	Duration	Quantity	Monthly Total	Total Price
WORKFORCE TIMEKEEPER V8 SAAS	12	5,000	USD 21,085.39	USD 253,024.69
WORKFORCE EMPLOYEE V8 SAAS	12	1,500	USD 0.00	USD 0.00
WORKFORCE MANAGER V8 SAAS	12	600	USD 0.00	USD 0.00
WORKFORCE ATTENDANCE V8 SAAS	12	5,000	USD 0.00	USD 0.00
KRONOS ENTERPRISE ARCHIVE V8 SAAS	12	5,000	USD 0.00	USD 0.00
WORKFORCE INTEGRATION MANAGER V8 SAAS	12	5,000	USD 0.00	USD 0.00
WORKFORCE SCHEDULER V8 SAAS	12	3,000	USD 0.00	USD 0.00
Total Price				USD 253,024.69

Additional Hosting Services

Product Name	Duration	Quantity	Monthly Total	Total Price
Additional Non Production Environment	12	1	USD 1,092.73	USD 13,112.72
Read-Only ODBC Access to WFC/HR Database	12	1	USD 0.00	USD 0.00
Total Price				USD 13,112.72

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	Kronos Incorporated
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
<p>The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.</p>	



Payment Terms: Net 30 Days
Currency: USD
Customer PO Number:

Quote Type: Renewal
Customer: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Solution ID: 6005630
Contract #: 1165201 R13-SEP-23
Date: 20-SEP-2023
Prepared by: Becca Smith / US Healthcare4

Bill To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 WEST CHARLESTON BLVD
LAS VEGAS NV 89102-2386
UNITED STATES

Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 WEST CHARLESTON BLVD
LAS VEGAS NV 89102-2386
UNITED STATES

Contact:
Email:

CONTRACT SUMMARY

Contract Period: 12-JAN-2024 - 11-JAN-2025

Table with 4 columns: Description, Support Services, Estimated Tax, Subtotal. Rows include Software Support Services and Total.

Annualized Contract Value: 15,468.59

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

KRONOS INCORPORATED

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Payment Terms:	Net 30 Days	Quote Type:	Renewal
Currency:	USD	Customer:	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Customer PO Number:		Solution ID:	6005630
		Contract #:	1165201 R13-SEP-23
		Date:	
		Prepared by:	Becca Smith / US Healthcare4

Bill To:	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 1800 WEST CHARLESTON BLVD LAS VEGAS NV 89102-2386 UNITED STATES	Ship To:	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 1800 WEST CHARLESTON BLVD LAS VEGAS NV 89102-2386 UNITED STATES
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Contact: DEFAULT EMAIL CONTACT
Email: umc_ap@umcsn.com

SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Gold	WORKFORCE TELETIME IP V7,ADD'L LINE (LINES 11+)		12-JAN-2024	11-JAN-2025	366
2	Gold	WORKFORCE TELETIME IP V7,ADD'L LINE (LINES 6-10)		12-JAN-2024	11-JAN-2025	366
3	Gold	WORKFORCE TELETIME IP V7,BASE SYSTEM,5 LINES		12-JAN-2024	11-JAN-2025	366

	Support Services	Estimated Tax	Subtotal
Software Support Services	15,510.93	0.00	15,510.93

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

Issue: Amendment Two to Deferred Equipment Agreement with Masimo Americas, Inc.	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation:	
That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment Two to Deferred Equipment Agreement with Masimo Americas, Inc. for the purchase of pulse oximetry sensors and accessories; or take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000705000	Funded Pgm/Grant: N/A
Description: Pulse Oximetry Equipment, Sensors, Software and Training	
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 – GPO	
Term: Amendment 2 – same Term	
Amount: Amendment 2 – additional \$587,303.76; Total cumulative is \$7,983,208.99	
Out Clause: 30 days w/ cause; Budget Act and Fiscal Fund Out	

BACKGROUND:

On August 25, 2021, the governing approved the Deferred Equipment Agreement (“Agreement”) with Masimo Americas, Inc. (“Masimo”) to provide the pulse oximetry equipment, software, and training. UMC agreed to compensate Masimo a \$1,420,358.92 annual minimum sensor commitment for sixty-two (62) months from the Effective Date. Amendment One, effective August 25, 2021, added O3 Regional Oximetry MOC-9 Module at no upfront cost during the term of this Agreement.

This Amendment Two requests to increase the funding by an additional \$587,303.76 to add Capnography, SedLine and Total Hemoglobin products. Capnography rapidly measures respiratory health to assist health care providers to respond sooner when patients are not breathing normally. It monitors patients CO2 and allows for an earlier indicator of patient origination. The request for SedLine and Total Hemoglobin is to update current software and supplies for critical care needs for patient monitoring.

This Agreement is being entered into pursuant to HPG contract # 1331. HealthTrust Purchasing Group (HPG) is a Group Purchasing Organization of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

Cleared for Agenda
November 15, 2023

Agenda Item #

8

UMC's Chief Nursing Officer has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

Masimo currently holds a Clark County Business License.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their November 8, 2023 meeting and recommended for approval by the Governing Board.

**AMENDMENT TWO
TO
MASIMO DEFERRED EQUIPMENT AGREEMENT**

This is Amendment Two, effective as of the last date of execution (the “**Amendment Two Effective Date**”), to the Equipment Use and Sensor Supply Agreement between Masimo Americas, Inc. (“**Masimo**”) and University Medical Center of Southern Nevada (“**Customer**”), effective as of August 25, 2021, as amended by Amendment One, effective as of April 3, 2023 (collectively, the “**Agreement**” or “**Contract #21US1761**”).

Masimo and Customer have previously entered into the Agreement, under which Masimo agreed to provide the use of Equipment at no upfront cost to Customer in exchange for Customer’s commitment to buy all of its required pulse oximetry Sensors including a specified minimum number of Sensors annually over the Term of the Agreement. The parties now desire that Masimo revise the Annual Minimum Sensor Commitment, and Customer shall continue to purchase Sensors on an annual basis and extend the Term of the Agreement.

In consideration of the above premise, the parties hereby agree as follows:

1. **Term.** The Term of the Agreement remains the same, and shall expire October 25, 2026.
2. **Schedule A.** Schedule A of the Agreement is amended to replace the Sensor commitment table in Section A1.3 (Annual Minimum Sensor Commitment) in its entirety with the following new Sensor commitment table:

Part Number	Model	Baseline Quantity	Sensors Eligible for Credit (35%)	New Unit Price	Eligible Unit Credit *	Annual Minimum Sensor Commitment	Maximum Eligible Recycle Credit	Annual Minimum Sensor Commitment with Recycle Credit
1859	LNCS ADT Adult Adhesive Sensor, 18in	0	0	\$ 7.00	\$ (1.50)	\$ -	\$ -	\$ -
1860	LNCS PDT Pediatric Adhesive Sensor, 18in	0	0	\$ 7.00	\$ (1.50)	\$ -	\$ -	\$ -
2328	LNCS INF Infant Adhesive Sensor, 18in	0	0	\$ 9.25	\$ (2.00)	\$ -	\$ -	\$ -
2329	LNCS NEO Neonatal Adhesive Sensor, 18in	0	0	\$ 9.25	\$ (2.00)	\$ -	\$ -	\$ -
4000	RD SET ADT Adult Adhesive Sensor	115,440	40,404	\$ 7.00	\$ (1.50)	\$ 808,080.00	\$ (60,606.00)	\$ 747,474.00
4001	RD SET PDT Pediatric Adhesive Sensor	1,920	672	\$ 7.00	\$ (1.50)	\$ 13,440.00	\$ (1,008.00)	\$ 12,432.00
4002	RD SET INF Infant Adhesive Sensor	7,200	2,520	\$ 9.00	\$ (2.00)	\$ 64,800.00	\$ (5,040.00)	\$ 59,760.00
4003	RD SET NEO Neonatal Adhesive Sensor	39,840	13,944	\$ 9.00	\$ (2.00)	\$ 358,560.00	\$ (27,888.00)	\$ 330,672.00
4016 ±	RD SET TFA-I Adt/Ped Disposable Transreflectance Forehead Sensor, 3ft	50		\$ 24.00		\$ 1,200.00		\$ 1,200.00
4050 ±	RD SET DCI Adult Reusable Finger Sensor	365		\$ 115.00		\$ 41,975.00		\$ 41,975.00
4051 ±	RD SET DCIP Pediatric Reusable Finger Sensor	95		\$ 134.00		\$ 12,730.00		\$ 12,730.00
4053 ±	RD SET TC-I Reusable Tip Clip Sensor	115		\$ 125.00		\$ 14,375.00		\$ 14,375.00
4059 ±	LNCSII rainbow DCI-8 SpHb SC-400	19		\$ 1,800.00		\$ 34,200.00		\$ 34,200.00
4062 ±	LNCSII rainbow DCIP-8 SpHb SC-400	9		\$ 1,800.00		\$ 16,200.00		\$ 16,200.00
3817 ±	NomoLine LH Adult Nasal CO2 Cannula	4,108		\$ 8.00		\$ 32,864.00		\$ 32,864.00
4248 ±	RD SedLine Sensor	4,200		\$ 14.00		\$ 58,800.00		\$ 58,800.00
3756 ±	O3 Regional Oximetry Sensor, Adult	2,500		\$ 45.00		\$ 112,500.00		\$ 112,500.00
4235 ±	O3 Regional Oximetry Sensor, Pediatric	500		\$ 45.00		\$ 22,500.00		\$ 22,500.00
4384 ±	O3 Regional Oximetry Sensor, Infant/Neo	0		\$ 45.00		\$ -		\$ -
4585 ±	Radius PPG Neo Sensor	0		\$ 25.00		\$ -		\$ -
5213±	Kit, NomoLine LH-POM Adult Medium Flow	2,100		\$ 8.00		\$ 16,800.00		\$ 16,800.00
5214 ±	Kit, NomoLine LH-POM Pediatric Medium Flow	10,000		\$ 13.00		\$ 130,000.00		\$ 130,000.00
1863 ±	LNCS DC-I Adult Reusable Finger Sensor	0		\$ 125.00		\$ -		\$ -
1864 ±	LNCS DC-IP Pediatric Reusable Finger Sensor	0		\$ 140.00		\$ -		\$ -
3858 ±	LNCS TFA-I Adult/Pediatric SpO2 disposable transreflectance forehead sensor, 3ft	0		\$ 24.00		\$ -		\$ -
4046 ±	RD SET Inf Replacement Tapes	2,754		\$ 0.39		\$ 1,074.06		\$ 1,074.06
4047 ±	RD SET Neo Replacement Tapes	5,202		\$ 0.39		\$ 2,028.78		\$ 2,028.78
2307 ±	Replacement Tapes for Inf Series Sensors	0		\$ 0.39		\$ -		\$ -
2308 ±	Replacement Tapes for Neo Series Sensors	0		\$ 0.39		\$ -		\$ -
Annual Total		196,417	57,540			\$ 1,742,126.84	\$ (94,542.00)	\$ 1,647,584.84

* See Section A3 for additional details on Recycled Adhesive Sensors.
± Product does not qualify for recycling.

3. Schedule AA. Schedule AA of the Agreement is amended to replace the Sensor commitment table in Section AA1.3 (Annual Minimum Sensor Commitment) in its entirety with the following new Sensor commitment table:

Part Number	Model
1859	LNCS ADT Adult Adhesive Sensor, 18in
1860	LNCS PDT Pediatric Adhesive Sensor, 18in
2328	LNCS INF Infant Adhesive Sensor, 18in
2329	LNCS NEO Neonatal Adhesive Sensor, 18in
4000	RD SET ADT Adult Adhesive Sensor
4001	RD SET PDT Pediatric Adhesive Sensor
4002	RD SET INF Infant Adhesive Sensor
4003	RD SET NEO Neonatal Adhesive Sensor
4016 ±	RD SET TFA-I Adt/Ped Disposable Tranflectance Forehead Sensor, 3ft
4050 ±	RD SET DCI Adult Reusable Finger Sensor
4051 ±	RD SET DCIP Pediatric Reusable Finger Sensor
4053 ±	RD SET TC-I Reusable Tip Clip Sensor
4059 ±	LNCSII rainbow DCI-8 SpHb SC-400
4062 ±	LNCSII rainbow DCIP-8 SpHb SC-400
3817 ±	NomoLine LH Adult Nasal CO2 Cannula
4248 ±	RD SedLine Sensor
3756 ±	O3 Regional Oximetry Sensor, Adult
4235 ±	O3 Regional Oximetry Sensor, Pediatric
4384 ±	O3 Regional Oximetry Sensor, Infant/Neo
4585 ±	Radius PPG Neo Sensor
5213±	Kit, NomoLine LH-POM Adult Medium Flow
5214 ±	Kit, NomoLine LH-POM Pediatric Medium Flow
1863 ±	LNCS DC-I Adult Reusable Finger Sensor
1864 ±	LNCS DC-IP Pediatric Reusable Finger Sensor
3858 ±	LNCS TFA-I Adult/Pediatric SpO2 disposable tranflectance forehead sensor, 3ft
4046 ±	RD SET Inf Replacement Tapes
4047 ±	RD SET Neo Replacement Tapes
2307 ±	Replacement Tapes for Inf Series Sensors
2308 ±	Replacement Tapes for Neo Series Sensors

Annual Totals

\$1,742,126.84

* See Section AA3 for additional details on Recycled Adhesive Sensors.
± Product does not qualify for recycling.

4. Schedule C. Schedule C of the Agreement is amended by adding new Section C14 (Development of Capnography, SedLine, and Total Hemoglobin (“SpHb”) Use Protocol) as follows:

“C14. Development of Capnography, SedLine, and Total Hemoglobin (“SpHb”) Use Protocol.

C14.1 Customer to identify and assign key resources to develop use protocol for those care areas where Masimo Capnography, SedLine, and SpHb will be implemented.

C14.2 Customer to educate all necessary personnel on the use protocol prior to go-live activities.

C14.3 Customer to implement the use protocol as part of go-live activities.

C14.4 Go-live activities will occur only after the creation of a use protocol, and personnel education and protocol implementation as detailed in items C14.2 and C14.3.”

5. Schedule CC. Schedule CC of the Agreement is amended by adding new Section CC14 (Development of Capnography, SedLine, and Total Hemoglobin (“SpHb”) Use Protocol) as follows:

“CC14. **Development of Capnography, SedLine, and Total Hemoglobin (“SpHb”) Use Protocol.**

CC14.1 Customer to identify and assign key resources to develop use protocol for those care areas where Masimo Capnography, SedLine, and SpHb will be implemented.

CC14.2 Customer to educate all necessary personnel on the use protocol prior to go-live activities.

CC14.3 Customer to implement the use protocol as part of go-live activities.

CC14.4 Go-live activities will occur only after the creation of a use protocol, and personnel education and protocol implementation as detailed in items CC14.2 and CC14.3.”

6. Except as amended hereby, the terms of the Agreement remain in full force and effect. Defined terms for which no definition is given herein have the meaning provided in the Agreement. This Amendment Two, Amendment One, and the original Agreement are the complete and final agreement between the parties regarding the subject matter hereof. The terms of this Amendment Two shall control over conflicting terms in the Agreement.

7. The terms of this Amendment Two are subject to Masimo’s receipt of this Amendment Two executed by Customer on or before November 29, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Two to be duly executed by their duly authorized representatives as of the Amendment Two Effective Date:

Masimo Americas, Inc.
52 Discovery
Irvine, California 92618

University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

Signed: _____

Signed: _____

Name: _____

Name: Mason Van Houweling

Title: _____

Title: CEO

Date: _____

Date: _____

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: Masimo Americas, Inc.						
(Include d.b.a., if applicable)						
Street Address: 52 Discovery			Website: www.masimo.com			
City, State and Zip Code: Irvine, CA 92618			POC Name: John Baird			
			Email: john.baird@masimo.com			
Telephone No: (949) 297-7000			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)
N/A	N/A	N/A

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	Matthew Anacone _____ Print Name
President, Sales Americas _____ Title	August 6, 2021 _____ 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	N/A	N/A	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: Award RFP No. 2023-02, Enterprise-wide Fiber Optic Network Infrastructure to TeleData Contractors, Inc.	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board award RFP No. 2023-02, Enterprise-wide Fiber Optic Network Infrastructure to TeleData Contractors, Inc.; authorize the Chief Executive Officer to sign the RFP No. 2023-02 Service Agreement; exercise extensions or amendments; or take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000854000	Funded Pgm/Grant: N/A
Description: Enterprise-wide Fiber Optic Network Infrastructure	
Bid/RFP/CBE: RFP 2023-02	
Term: Effective Date through project completion date	
Amount: Not to exceed \$1,473,040.35	
Out Clause: 1 day for convenience	

BACKGROUND:

On April 30, 2023, a notice for RFP 2023-02, Enterprise-wide Fiber Optic Network Infrastructure was published in the Las Vegas Review Journal and posted on the Nevada Government eMarketplace (NGEM) Portal. On June 1, 2023, a response was received from TeleData Contractors, Inc. (“TeleData”). An ad hoc committee reviewed the proposal independently and anonymously, and recommends the selection of, and contract approval with TeleData.

This project is an enterprise-wide upgrade of UMC’s fiber data network. TeleData will install new armored fiber throughout UMC's main campus and will remove old network hardware. TeleData will also provide drawings for UMC's future use and development. The NTE total cost for this Agreement is \$1,473,040.35 with the project to be completed on or before the two hundredth (200th) day following the date set in the Notice to Proceed. Staff also requests authorization for the Hospital CEO to execute amendments or extension options at his discretion if deemed beneficial to UMC.

UMC’s Chief Information Officer has reviewed and recommends award of this Agreement. This Agreement has been approved as to form by UMC’s Office of General Counsel.

Cleared for Agenda
November 15, 2023

Agenda Item #

9

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their November 8, 2023 meeting and recommended for award by the Governing Board.

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**RFP 2023-02 AGREEMENT FOR
ENTERPRISE-WIDE FIBER OPTIC NETWORK
INFRASTRUCTURE UPGRADE**

TeleData Contractors, Inc. dba TeleData Technologies
NAME OF FIRM
James A. Ernst, Vice President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
7060 West Warm Springs, Ste 190 Las Vegas, NV 89113
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 933-7600
(AREA CODE) AND TELEPHONE NUMBER
jernst@teledatanv.com
E-MAIL ADDRESS

**RFP 2023-02 AGREEMENT FOR
ENTERPRISE-WIDE FIBER OPTIC NETWORK INFRASTRUCTURE UPGRADE**

This RFP 2023-22 Agreement for UMC Enterprise-Wide Fiber Optic Network Infrastructure Upgrade (the "Contract") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "OWNER"), and TeleData Contractors, Inc. dba TeleData Technologies, a Nevada corporation (hereinafter referred to as "CONTRACTOR"), for OWNER'S project for an enterprise-wide fiber optic network infrastructure upgrade (hereinafter referred to as "PROJECT").

W I T N E S S E T H:

WHEREAS, CONTRACTOR has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$1,473,040.35 as further described herein; and

WHEREAS, CONTRACTOR 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 Contract.

NOW, THEREFORE, OWNER and CONTRACTOR agree as follows:

SECTION I: DEFINITIONS

- A. Business Hours/Days: As referred to throughout the Contract Documents is defined as OWNER office hours/business days.
- B. Consulting Architect/Engineer: A licensed and registered professional contracted by OWNER to design the project's specifications, special provisions and drawings.
- C. Contract Documents: Include the signed Contract, the Business Associate Agreement, Amendments, Change Orders, Permits, General Conditions, Project Workforce Checklists, Project Workforce Waiver, Subcontractor Designation Forms, Bonds and Insurance Requirements, CONTRACTOR's Bonds and Insurance, Specifications, Drawings, applicable Codes,
- D. Contract Sum: Contract Sum is the total amount authorized to be paid to CONTRACTOR for the Services provided under this Contract.
- E. CONTRACTOR: The person or entity named above as CONTRACTOR.
- F. Final Completion Date: The date of acceptance by the OWNER as indicated on the Notice of Completion submitted to the Office of the Labor Commissioner.
- G. Governing Body: Used throughout these documents will mean the Clark County Board of Commissioners or University Medical Center of Southern Nevada's Governing Board.
- H. Notice to Proceed: Written notice issued by the OWNER subsequent to the Effective Date authorizing the CONTRACTOR to commence work on the Project.
- I. NRS: Nevada Revised Statutes.
- J. OWNER: University Medical Center of Southern Nevada.
- K. Project: RFP 2023-02 UMC Campus Enterprise-wide Fiber Optic Network Infrastructure Upgrade.
- L. Project Workforce Checklist(s): The apprentice checklist (attached as Exhibits O -1 & O-2) for CONTRACTOR and each Subcontractor.
- M. Project Workforce Waiver Form(s): The apprentice waiver form (attached as Exhibit P) for each Subcontractor.

- N. Subcontractor: Any individual, agent, firm, sole proprietor, or corporation to whom the CONTRACTOR subcontracts any part of the Project. There is no contractual relationship between OWNER and Subcontractors who perform work or services for the CONTRACTOR.
- O. Subcontractor Designation Forms: Exhibits M and N listing the subcontractors performing a portion of the work for the Project.

SECTION II: TERM OF AGREEMENT

A. Time for Completion.

1. *Term.* OWNER agrees to retain CONTRACTOR for the period from Effective Date through the Final Completion Date, unless earlier terminated in accordance with the provisions herein ("Term"). During the Term, CONTRACTOR agrees to provide services as required by OWNER within the scope of this Contract.
2. *Final Completion Date.* The Project must be completed on or before the two hundredth (200th) day following the date set in the Notice to Proceed.
3. *Owner Extension.* OWNER reserves the right to extend the Final Completion Date for up to an additional three (3) months for its convenience.

B. Time of Essence.

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.

C. Liquidated Damages.

In case of failure on the part of CONTRACTOR 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 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, CONTRACTOR shall pay to 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 OWNER in completing the work.

SECTION III: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments.

1. *Contract Sum.* OWNER agrees to pay CONTRACTOR for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of \$1,473,040.35, inclusive of all costs and expenses. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by CONTRACTOR and it shall be CONTRACTOR's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
2. *Permit Fees.* CONTRACTOR 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.
3. *Progress Payments.* CONTRACTOR shall submit monthly progress bills/invoices to OWNER based upon the work completed on the Project for the prior month and OWNER shall pay CONTRACTOR for the progress payments due, subject to the terms herein. Progress bills/invoices shall be on a form approved by OWNER.
 - a. Progress Payments will be made within thirty (30) calendar days after receipt of an accurate progress bill/invoice that has been reviewed and approved by OWNER.
 - b. Within ten (10) days of receipt of payment from OWNER, CONTRACTOR shall pay each Subcontractor and supplier the amount due in direct proportion to such Subcontractors' and suppliers' basis of the progress bill.

- c. OWNER's representative shall notify CONTRACTOR in writing within fourteen (14) calendar days of any disputed amount included on the invoice. CONTRACTOR must submit a new invoice for the undisputed amount within five (5) days which will be paid in accordance with this paragraph A.2. Upon mutual resolution of the disputed amount, CONTRACTOR will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2.
- d. OWNER, at its discretion, may not approve or issue payment on invoices if CONTRACTOR fails to provide the following information required on each invoice:
 - i. CONTRACTOR name
 - ii. CONTRACTOR Address (including street, city, state, and zip code)
 - iii. CONTRACTOR Telephone Number
 - iv. CONTRACTOR Contact Person
 - v. The title of the PROJECT as stated in **Exhibit A**, Scope of Work
 - vi. Itemized pricing per schedule of Values
 - vii. OWNER Purchase Order Number
 - viii. Solicitation Number: RFP 2023-02
 - ix. OWNER Project Number
 - x. Invoice Date
 - xi. Invoice Period
 - xii. CONTRACTOR Invoice Number.
 - xiii. Payment Remittance Address
- e. Expenses not defined in the Contract Sum will not be paid without prior written authorization by OWNER.
- f. Unless required by law, no penalty will be imposed on OWNER if OWNER fails to pay CONTRACTOR within ninety (90) calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.
- g. OWNER may subtract from any payment made to CONTRACTOR all damages, costs and expenses caused by CONTRACTOR's negligence, resulting from or arising out of errors or omissions in CONTRACTOR's work products, which have not been previously paid to CONTRACTOR.
- h. In accordance with NRS §244.250, OWNER shall not provide payment on any invoice CONTRACTOR submits after six (6) months from the date CONTRACTOR performs services, provides deliverables, and/or meets milestones.
- i. Invoices shall be submitted to University Medical Center of Southern Nevada. Attn: Accounts Payable, 1800 1800 W. Charleston Blvd., Las Vegas, NV 89102.

B. Prevailing Wages.

1. *General.* CONTRACTOR 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. CONTRACTOR shall ensure that all employees on the Project 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. CONTRACTOR is 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 NRS 338.030, 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 or thirty-six (36) months whichever is earlier.
2. *Subcontractor List.* In accordance with NRS 338.013.3, CONTRACTOR shall report to the Labor Commissioner and OWNER the name and address of each Subcontractor performing work on the Project within 10 days after the Subcontractor commences work on the Project and the identifying (PWP) number for the public work.
3. *Penalty.* In accordance with NRS 338.060 and 338.070, CONTRACTOR shall forfeit as a penalty to OWNER, amounts specified in NRS 338.060, for each calendar day or portion thereof that each worker employed on OWNER'S Project is

paid less than the designated rate for any work done under the contract by CONTRACTOR or any Subcontractor under it. If CONTRACTOR or any Subcontractor on the project fails to submit the certified payroll reports to OWNER within **15 calendar days** after the end of the month, CONTRACTOR shall forfeit as a penalty to OWNER, amounts specified in NRS 338.060, for each calendar day or portion thereof for each worker employed on the Project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of CONTRACTOR's business to determine the amount per worker per day to be imposed. Any CONTRACTOR or Subcontractor, or agent or representative thereof, performing work on the Project, who neglects to comply with the prevailing wage, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, the 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.

4. *Records.* In accordance with NRS 338.070 (5) (a) (b) and NRS 338.070 (6), CONTRACTOR and each Subcontractor shall keep or cause to be kept:
 - a. An accurate record showing for each worker employed by CONTRACTOR or Subcontractor;
 - i. The name of the worker;
 - ii. The occupation of the worker;
 - iii. The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
 - iv. The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
 - v. 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
 - vi. The actual per diem, wages, and benefits paid to the worker.
 - b. An additional accurate record showing for each worker employed by CONTRACTOR or Subcontractor who has a driver's license or identification card;
 - i. The name of the worker;
 - ii. The driver's license or identification card number of the worker; and
 - iii. The state or other jurisdiction that issued the license or card.
 - c. The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by OWNER. CONTRACTOR, 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 OWNER no later than 15 days after the end of the month. The copy of the record maintained pursuant to subparagraph a of this section must be open to public inspection, as provided in NRS 239.010. The copy of the record maintained pursuant to subparagraph b of this section is **confidential and not open to public inspection**. CONTRACTOR, 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 CONTRACTOR and each Subcontractor shall be submitted to 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

- d. Attached as Exhibit I are sample forms that may be used to document the above-required information.
 - e. Two years after Project's final payment is made by OWNER, the records in OWNER'S possession may be destroyed.
5. **Rates. CONTRACTOR shall comply with the requirements of NRS 338.020 and post on the site of the public work in a place generally visible place to the workers, the applicable Nevada Prevailing Wage Rates and all addenda. The Nevada Prevailing Wage Rates in effect at the time of opening of the solicitation are hereby incorporated into this Contract by reference.**
6. **Certified Payroll Reports:** Pursuant to NRS 338.070, on any public work contract awarded for more than \$100,000, 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 worker employed by it in connection with the public work.
- a. Each CONTRACTOR and every lower-tier Subcontractor will be required to submit certified payrolls and other labor compliance documentation at the discretion of and in 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.
 - b. CONTRACTOR and each Subcontractor are required to submit a copy of the record for each calendar month to OWNER no later than **15 calendar days** after the end of the month for the purposes of public inspection. CONTRACTOR 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 CONTRACTOR shall not withhold from a Subcontractor the sums necessary to cover any penalties withheld from CONTRACTOR by the public body because CONTRACTOR failed to submit certified payroll reports within **15 calendar days** after the end of the month if the Subcontractor provided certified payroll reports to CONTRACTOR within **10 calendar days** after the end of the month or the date agreed upon by CONTRACTOR and Subcontractor. CONTRACTOR shall submit its certified payroll and the certified payroll of each of the Subcontractors performing work on the Project, utilizing LCPTracker or CONTRACTOR shall submit paper copies if notified.
 - c. 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.
 - d. For Certified Payroll Submissions pertaining to this project please note contact information below:

Name: Tamera Hone
Email: tamera.hone@umcsn.com
Phone: 702-610-6197

C. Retainage

- 1. **Amount.** Not more than ninety-five percent (95%) of the amount of any progress payment must be paid until fifty percent (50%) of the work required by CONTRACTOR has been performed.
 - a. The amount of retention with respect to progress payments shall be five percent (5%) until the work is fifty percent (50%) complete.
 - b. After the work is fifty percent (50%) complete, no further amount shall be retained from future progress payments, provided CONTRACTOR is making satisfactory progress. OWNER, or OWNER representative shall determine when the work is fifty percent (50%) complete.
- 2. **Release.** The specified retention amount will be released following OWNER'S issuance/approval of the Notice of Completion, provided that the following conditions are met:
 - a. All punch list items have been completed.

- b. A Certificate of Occupancy or temporary Certificate of Occupancy has been received (if applicable).
- c. Final record drawings and specifications have been submitted (if applicable).
- d. No known premium delinquency exists with CONTRACTOR's workers' compensation insurer.
- e. All required documentation has been submitted to OWNER and no request has been made to OWNER by the Labor Commissioner, to hold retention.

D. Payment of Material.

- 1. *On Hand.* At the discretion of 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 CONTRACTOR for all materials until final acceptance of the work.
- 2. *In Stock.* If materials are not specifically purchased for the work, but are taken from CONTRACTOR's stock, then in lieu of invoices, there shall be submitted to OWNER statements accompanied by an affidavit of CONTRACTOR, certifying such materials were taken from its stock and the price and transportation claimed represent the actual cost to CONTRACTOR.
- 3. *Requirements.* It is understood and agreed that the transfer of title to and OWNER'S payment of such stored or stockpiled material shall in no way relieve CONTRACTOR of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications

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

F. OWNER's Fiscal Limitations.

- 1. *Precedence.* The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit OWNER's financial responsibility as indicated in Subsections 2 and 3 below.
- 2. *Local Government Budget Act.* In accordance with the NRS §354.626, the financial obligations under this Contract between the parties shall not exceed those monies appropriated and approved by OWNER for the then-current fiscal year under the Local Government Budget Act. This Contract shall terminate and OWNER's obligations under it shall be extinguished at the end of any of OWNER's fiscal years in which OWNER'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 Contract. OWNER agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Contract. In the event this section is invoked, this Contract will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve OWNER of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
- 3. *Purchase Order.* OWNER's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in OWNER's purchase order(s) to CONTRACTOR.

SECTION IV: SCOPE OF WORK

A. Scope.

Services to be performed by CONTRACTOR for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Contract, attached hereto. In the event of a conflict between the terms of this Contract and the terms in the Scope of Work, the terms of this Contract shall prevail. CONTRACTOR 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.

B. Time Schedule.

1. *General.* CONTRACTOR shall commence the work to be performed on the date set in the Notice to Proceed, continue the work in accordance with the approved schedule and complete the entire work within three hundred sixty-five (365) days calendar days from the date specified in the Notice to Proceed.
2. *Milestones.* Separable portions of the work may be subject to milestone or specific dates as established in this document. CONTRACTOR shall complete all work or separable portions of work in accordance with specified milestones or specific dates and in accordance with these specifications.
3. *Overtime.* 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 CONTRACTOR and shall have been included in the Contract Sum.
 - a. 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.
 - b. The time specified above represents no overtime requirement. The scheduling of overtime for this project is solely the responsibility of CONTRACTOR. OWNER is not responsible for any additional costs related to overtime work performed.

C. Change Orders.

CONTRACTOR shall comply with all provisions and conditions which are required by the Contract for change order(s) which increase the Contract Sum. CONTRACTOR represents that change order(s) will include all related costs prior to presentation to OWNER for consideration. Retroactive change order(s) will be rejected. Work which is specifically required by 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 OWNER's representative. The total of all change order(s) for the project may not exceed ten percent (10%) of the original Contract Sum without prior approval by the governing body, with the following conditions:

1. *Proposals for Additional Work.* CONTRACTOR shall submit proposals and/or billings for materials and/or labor for all additional work requested on the following basis, and in all cases, CONTRACTOR shall conform to the following requirements, and costs shall be limited to those set forth below:
 - a. **Products and Materials**
 - i. The costs of products and materials to CONTRACTOR or Subcontractor, less any applicable trade discounts.
 - ii. Where the CONTRACTOR supplies products and materials to OWNER directly, the CONTRACTOR will be allowed to add a maximum of ten percent (10%) overhead and profit in its billing to OWNER. Where the Subcontractor supplies products or materials to OWNER, through the CONTRACTOR, the CONTRACTOR will be allowed to add a maximum of ten percent (10%) overhead and profit for the Subcontractor, and above that, five percent (5%) overhead and profit for itself in its billing to OWNER.
 - iii. OWNER reserves the right to request copies of any invoice(s), including those from the originating supplier(s), Subcontractor(s), or manufacturer(s).
 - iv. No overhead and profit will be allowed on any applicable taxes.

b. Labor

- i. Where the CONTRACTOR supplies labor to OWNER directly, the CONTRACTOR will be allowed to add a maximum of fifteen percent (15%) overhead and profit in its billing to OWNER.

Labor costs shall be in compliance with the prevailing wage rates as specified in Section 2B Prevailing Wages.

- ii. Where the Subcontractor supplies labor to OWNER, through the CONTRACTOR, the CONTRACTOR will be allowed to add a maximum of fifteen percent (15%) overhead and profit for the subcontractor; and above that, a maximum of ten percent (10%) overhead and profit for itself in its billing to OWNER.

Labor costs shall be in compliance with the prevailing wage rates as specified in 2B Prevailing Wages.

- iii. OWNER reserves the right to request copies of any invoice(s) or time sheet(s) relevant to labor charged.

2. *Owner Changes.* OWNER may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in CONTRACTOR's cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of CONTRACTOR for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by CONTRACTOR of notification of change unless OWNER grants a further period of time before the date of final payment under this Contract.

3. *Required Authorization.* No services for which an additional compensation will be charged by CONTRACTOR shall be furnished without the written authorization of OWNER.

D. Substitutions ("Or Equal").

1. *Policy.*

- a. Prior to proposing any substitute material, product, or service, CONTRACTOR shall satisfy itself that the material, product, or service proposed is, in fact, equal to that specified. CONTRACTOR 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.
- b. The burden of proof of equality of a proposed substitution for a specified material, product, or service shall be upon CONTRACTOR. CONTRACTOR 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. CONTRACTOR 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.
- c. Approval of a substitution shall not relieve CONTRACTOR from responsibility for compliance with all requirements of the Contract. CONTRACTOR shall bear the expense for any changes in other parts of the work caused by any substitutions.
- d. 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.
- e. Substitutions will not be permitted in those instances where the product is intended to accommodate artistic design,

specific function or economy of maintenance.

2. *Procedure.*

- a. Should CONTRACTOR wish to use any material, product, or service other than those specified by brand or trade name, it shall, within 10 calendar days after the Effective Date, submit to the Consulting Architect/Engineer, a written request for substitution accompanied by all data necessary for the Consulting Architect/Engineer to determine whether the requested substitution is equal to the specified material, product, or service. If CONTRACTOR fails to submit written requests within 10 calendar days after the Effective Date, 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 OWNER to accept such substitute, or on the part of the Consulting Architect/Engineer to determine such substitute to be the equal of that specified.
- b. The Consulting Architect/Engineer will have a reasonable amount of time to review requests for substitution and make a recommendation to OWNER. Should the substitute be acceptable to 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 Sum.

E. Schedule of Values. CONTRACTOR must submit a Schedule of Values on the form attached as Exhibit Q, of the various portions of the work, aggregating the Contract Sum, and shall be divided so as to facilitate payments in accordance with the Contract Documents.

F. Delivery, Unloading and Storage. CONTRACTOR 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 CONTRACTOR.

G. Utilities. CONTRACTOR 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 CONTRACTOR at no additional cost to OWNER.

H. Use of Apprentices.

1. *Program.* CONTRACTOR represents that it and its Subcontractors will comply with SB 207 (2019), NRS 338.01165 in regards to the hiring of apprentices from a valid Apprenticeship Program (recognized by the State Apprenticeship Council) for the applicable type of public work (as defined in NRS 338.010).
2. *Hours.* CONTRACTOR shall use one or more apprentices for at least 10 percent of total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed on a public work.
3. *Forms.* Prior to commencement of work but in no event later than ten (10) days from the Effective Date, CONTRACTOR shall complete and submit to OWNER the Project Workforce Checklists and the Project Workforce Waiver Forms. All trade/craft shall be checked that will be applicable to the Project. The required forms and supporting documentation may be sent via email to john.goodnow@umcsn.com. Any or all of these forms will be required for any Subcontractors added during the course of construction.

I. Record Drawings and Specifications.

1. *Progress Records.* During construction, CONTRACTOR 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.
2. *Final Records.* Upon completion of work, CONTRACTOR 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 CONTRACTOR with drawings for mark-up by CONTRACTOR. CONTRACTOR shall accurately and neatly transfer all deviations from progress as-builts, to final as-builts.

3. *Ownership.* As built drawings and related specifications shall become and remain the property of OWNER. Copies of the drawings and specifications retained by 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 CONTRACTOR 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.

SECTION V: RESPONSIBILITY OF CONTRACTOR

A. Independent Contractor.

1. *No Agency.* It is understood that in the performance of the services herein provided for, CONTRACTOR 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. CONTRACTORCONTRACTOR
2. *No Benefits.* CONTRACTOR acknowledges that it, and any subcontractors, agents or employees employed by it 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 CONTRACTOR or any of its officers, employees or other agents.
3. *Control.* CONTRACTORCONTRACTORCONTRACTOR has the right to and shall maintain complete and full control over the employment, direction, compensation and discharge of all persons employed by CONTRACTOR and of all of its Subcontractors. Nothing contained in this Contract or any subcontract awarded by CONTRACTOR shall create any contractual relationship between any such Subcontractor and OWNER. CONTRACTOR shall perform all work in accordance with its own means and methods subject to compliance with the Contract

B. Subcontractors.

1. *General.* Services specified by this Contract shall not be subcontracted by CONTRACTOR, without prior written approval of OWNER.
 - a. Approval by OWNER of CONTRACTOR's request to subcontract, or acceptance of, or payment for, subcontracted work by OWNER shall not in any way relieve CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of the work. CONTRACTOR shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of work under this Contract by CONTRACTOR's subcontractor or its sub-subcontractor.
 - b. The compensation due under Section II shall not be affected by OWNER's approval of CONTRACTOR's request to subcontract.
2. *Subcontractor Information.*
 - a. CONTRACTOR shall submit the Subcontractor Designation Forms for:
 - i. Each first tier Subcontractor which will be paid an amount exceeding five percent (5%) of the Contract Sum; and
 - ii. Each first tier Subcontractor which will be paid an amount exceeding two hundred fifty thousand dollars and zero cents (\$250,000.00); and
 - iii. Each first tier Subcontractor which will be paid the greater of an amount exceeding one percent (1%) of the Contract Sum or fifty thousand dollars and zero cents \$50,000.00.

- b. Subcontractor Designation Forms shall contain the following information:
 - i. The name of the Subcontractor;
 - ii. The license number issued to the Subcontractor pursuant to NRS Chapter 624.
 - iii. A description of the labor or portion of work to be provided to CONTRACTOR by such Subcontractor.
 - iv. The name of the CONTRACTOR and either a description of the labor or portion of the work that CONTRACTOR will perform or a statement that the CONTRACTOR will perform all work other than that being performed by a Subcontractor listed pursuant to subsection i above.
- c. CONTRACTOR shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format **Exhibit L**. The information provided in **Exhibit L** by CONTRACTOR is for the OWNER's information only.

3. *Substitutions.*

- a. CONTRACTOR shall not substitute any person for itself or a Subcontractor who is named on the Subcontractor Designation Forms except as provided pursuant to NRS §338.141.
- b. CONTRACTOR shall not substitute any person for any other Subcontractor without the prior written authorization by OWNER.

4. *Subcontracts.*

- a. Any subcontract entered into by CONTRACTOR and its Subcontractor or material supplier shall not create any contractual relationship between OWNER and Subcontractor or material supplier.
- b. It is CONTRACTOR's responsibility to ensure all subcontracts agreements comply with the terms and conditions set forth in this Contract and all applicable laws. CONTRACTORCONTRACTORCONTRACTOR
- c. CONTRACTOR shall ensure that all subcontracts include the provisions required to be "flowed down" by this Contract or by law.

C. Health and Safety.

1. *General.*

- a. CONTRACTOR 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.
- b. CONTRACTOR 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
- c. CONTRACTOR 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.
- d. CONTRACTOR shall notify OWNER in writing of the name of its assigned employee responsible for safety and health including a twenty-four (24) hour telephone number prior to commencement of work.
- e. CONTRACTOR shall comply with all requirements of NRS Chapter 618, Occupational Safety and Health, Nevada Administrative Code Chapter 618 and have established an active Safety Program in accordance therewith.

2. *Responsibility for Work Security.*

- a. CONTRACTOR 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. CONTRACTOR 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, OWNER'S property, and the work site. CONTRACTOR 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. CONTRACTOR shall comply with all applicable laws and regulations. CONTRACTOR 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 CONTRACTOR of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner CONTRACTOR's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- c. CONTRACTOR shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to OWNER in a timely manner.

3. *Contractor Site Responsibilities.*

- a. Unless otherwise specifically provided in the Contract, CONTRACTOR 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 CONTRACTOR begins such work, it shall give due notice to OWNER of its intention to start such work. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR.
- c. OWNER reserves the right to permit access to the site by other contractors if necessary. CONTRACTOR shall cooperate and coordinate with OWNER as needed.

4. *Construction Safety.*

- a. Neither OWNER nor its employees, agents, Consulting 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 contractor, subcontractor, supplier or other entity, or their partners, officers, agents, employees or volunteers or access, visits, use work, travel or occupancy by any person.
- b. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. CONTRACTOR 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.
- c. In an emergency affecting the safety of life or of the Project or of adjoining property, CONTRACTOR shall follow the instructions of OWNER or Consulting Architect/Engineer and, in the absence of such instruction, shall act at its discretion to prevent such threatened loss or injury.
- d. CONTRACTOR shall take all reasonable precautions for the safety of all employees on the Project and all other persons who may be affected thereby. CONTRACTOR shall designate a responsible member of its organization at the Project site whose duty shall be prevention of accidents.

- e. Except as otherwise stated in the Contract Documents, if CONTRACTOR encounters on the Project site material reasonably believed to be asbestos, lead, or polychlorinated biphenyl (PCB), CONTRACTOR 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 OWNER.

5. *Cleaning Up.*

- a. CONTRACTOR shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR shall leave the premises and work site in a neat, clean, and safe condition. In the event of CONTRACTOR's failure to comply with the above requirements may be accomplished by OWNER at CONTRACTOR's expense.
- b. 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.

6. *Fire Prevention.*

- a. CONTRACTOR 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 CONTRACTOR.
- 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. CONTRACTOR 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 CONTRACTOR 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.

D. Manager. CONTRACTOR 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, CONTRACTOR will immediately replace him or her with a qualified person and inform OWNER in writing.

E. Quality. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by CONTRACTOR, its principals, officers, employees, agents, Subcontractors and suppliers required to complete this Contract. In performing the specified services, CONTRACTOR shall follow practices consistent with generally accepted professional and technical standards.

- 1. Quality Compliance. It shall be the duty of CONTRACTOR 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.
- 2. Approvals. Permitted or required approval by OWNER of any products or services furnished by CONTRACTOR shall not in any way relieve CONTRACTOR of responsibility for the professional quality and technical accuracy and adequacy of its work.

F. Reporting of Alleged Violations of the Law. Contractor should have a written policy that protects employees from retaliation for

reporting alleged violations of the law.

- G. Labor Strife. Contractor shall not cause or condone labor strife that may jeopardize the timely and efficient completion of public construction projects.
- H. Cooperation. CONTRACTOR agrees that its officers, employees, Subcontractors and suppliers will cooperate with 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.
- I. Licenses. CONTRACTOR 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.
- J. DOO. CONTRACTOR agrees to provide the information on the attached "Disclosure of Ownership/Principals" form prior to any contract award by the Governing Board and/or Board of County Commissioners.
- K. Procedures and Practices. Contractor shall complete the acknowledgement attached as Exhibit E.
- L. Close-Out. Contractor shall complete a close-out summary substantially in the form attached as Exhibit H

SECTION VI: RESPONSIBILITY OF OWNER

- A. Cooperation. OWNER agrees that its officers and employees will cooperate with CONTRACTOR in the performance of services under this Contract and will be available for consultation with CONTRACTOR at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. Compliance Review. The services performed by CONTRACTOR under this Contract shall be subject to review for compliance with the terms of this Contract by OWNER's representative, Tamera Hone, Plant Operations, telephone number (702) 383-2301 or her designee. OWNER's representative may delegate any or all of her responsibilities under this Contract to appropriate staff members, and shall so inform CONTRACTOR by written notice before the effective date of each such delegation.
- C. Review Comments. The review comments of OWNER's representative may be reported in writing as needed to CONTRACTOR. It is understood that OWNER's representative's review comments do not relieve CONTRACTOR from the responsibility for the professional and technical accuracy of all work delivered under this Contract unless modified through a formal written change order approved by the governing body.
- D. Assistance. OWNER shall assist CONTRACTOR 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 Contract.
- E. Accuracy. CONTRACTOR will not be responsible for accuracy of information or data supplied by OWNER or other sources to the extent such information or data would be relied upon by a reasonably prudent CONTRACTOR.
- F. Notice of Award. After receipt of all required bonds and proof of insurance, and any other required submittals, OWNER's Contracts Management Division will issue a Notice of Award which authorizes CONTRACTOR to immediately execute the required contracts with equipment and material supplier(s), required Subcontractors, and apply for and obtain any necessary permits.
- G. Notice to Proceed.
 - 1. *Work*. OWNER's Plant Operations Department shall issue a Notice to Proceed to commence the work.
 - 2. *Materials*. OWNER will issue a Materials Notice to Proceed to CONTRACTOR authorizing the ordering of supplies, materials, equipment, etc. The supplies, materials, equipment, etc. must be received within 60 calendar days. During this period of time, OWNER may issue the Notice to Proceed for the work.
- H. Departmental Representative.
 - 1. *Assignment*. OWNER'S departmental representative will be assigned at the preconstruction meeting.

2. *Administration.*

1. 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 inquires, , warranty inspections, and corrective action notices.
 2. OWNER'S departmental representative shall administer and coordinate OWNER'S design professional, construction management firm or other OWNER contracted firm(s).
 3. OWNER'S departmental representative responsibilities under this Contract may be delegated to appropriate staff members or a third-party firm and OWNER shall notify CONTRACTOR in writing before the effective date of each such delegation.
- I. Site Visits. OWNER staff (including but not limited to those) from Plant Operations, 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 requirements of the Building Administrative Code, Chapter 22.2.

SECTION VII: PROJECT COMPLETION

- A. Partial Use. Whenever, as determined by OWNER, any portion of work performed by CONTRACTOR 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.
1. *Not Final Acceptance.* Such use by OWNER shall in no case be construed as constituting final acceptance or acceptance of work not completed, and shall neither relieve CONTRACTOR of any of its responsibilities under the Contract, nor act as a waiver by OWNER of any of the conditions thereof, provided that CONTRACTOR 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, CONTRACTOR shall be entitled to an equitable adjustment mutually agreed upon prior to OWNER taking possession.
 2. *Contractor Failure.* If, as a result of CONTRACTOR'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.
- B. Permanent Equipment. CONTRACTOR shall not use any permanently installed equipment unless such use is approved by OWNER in writing.
1. *Permitted Use.* Where CONTRACTOR's written request is granted for the use of certain equipment, CONTRACTOR shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of OWNER.
 2. *Operator.* If OWNER furnished an operator for such equipment, such operator's services shall be performed under the complete direction and control of CONTRACTOR and shall be considered CONTRACTOR'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.
- C. Off-Site Improvements. 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.
- D. Punchlist. Inspections for substantial or final completion may be requested by the CONTRACTOR only after the status of completion has been reviewed with OWNER and OWNER agrees/concurs that the work is ready for inspection. When the

CONTRACTOR determines that the work, or a portion thereof which OWNER agrees to accept separately, is substantially complete in accordance with the Contract, the CONTRACTOR shall prepare and submit to OWNER and Architect a list of items to be completed or corrected from the comments provided at the inspection and establish a timeline for completion of items appearing on the "punch list". The failure to include any items on the list does not alter the responsibility of the CONTRACTOR to complete all work in accordance with the Contract. Scheduled completion of the punch list shall not exceed thirty (30) calendar days from date of OWNER's receipt of the "punch list".

E. Correction of Work.

1. *Covered Work.* Covered work includes any work that is concealed by materials that prevent the work from being observed. If any work should be covered prior to a specified or requested inspection, the CONTRACTOR shall uncover the work for observation and shall replace same at no cost to OWNER. If any work has been covered which OWNER has not specifically requested to observe prior to being covered, OWNER may request to see such work and it shall be uncovered by the CONTRACTOR. If the uncovered work is found to be in accordance with the Contract, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to OWNER. If the uncovered work is not in accordance with the Contract Documents, the CONTRACTOR shall pay such costs.
2. *Rejected Work.* The CONTRACTOR shall promptly correct all work rejected as defective or as failing to conform to the Contract, whether observed before or after final completion, and whether or not fabricated, installed, or completed. The CONTRACTOR shall bear all costs of correcting such rejected work, including the cost for additional services of the Consulting Architect/Engineer when applicable. The CONTRACTOR shall bear the cost of making good all work of separate contractors destroyed or damaged by removal or correction.
3. *Self-Perform.* If the CONTRACTOR does not remove defective or non-conforming work within a reasonable time, OWNER may remove it and may store the materials or equipment at the expense of the CONTRACTOR. If the CONTRACTOR does not pay the cost of such removal and storage within ten (10) calendar days thereafter, OWNER may upon ten (10) additional calendar days written notice sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all costs that should have been borne by the CONTRACTOR including compensation for additional professional services. If such proceeds of sale do not cover all costs which the CONTRACTOR should have borne, the difference shall be charged to the CONTRACTOR and an appropriate Change Order shall be issued. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount the CONTRACTOR shall pay the difference to OWNER.
4. *Acceptance.* If OWNER prefers to accept defective or non-conforming work, OWNER may do so instead of requiring its removal or correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum, or, if the amount is determined after final payment, it shall be paid to OWNER by the CONTRACTOR.
5. *Damage.* All damage or loss to any property caused in whole or in part by the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR, except damage or loss attributable to errors and/or omissions in the drawings or specifications.

SECTION VIII: WARRANTY AND ACCEPTANCE

A. Inspections and Final Acceptance.

1. *Inspections.* When CONTRACTOR considers that all work under the Contract is complete and ready for final inspection, CONTRACTOR shall inform OWNER in writing and OWNER within a reasonable period of time shall make such inspection. 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, including any outstanding items after substantial completion, OWNER shall initiate the Notice of Completion process. Work will not be considered to meet the definition of final completion if any of the following conditions exist:
 - a. Any final inspection by the OWNER has not been passed.

- b. Any required final Certificate of Occupancy has not been received by OWNER.
- 2. *Final Acceptance.* The date of final acceptance of the project shall be the date upon which OWNER accepts and issues a Notice of Completion for the project.
- 3. *Effect of Acceptance.* All warranties, guarantees and other applicable requirements designated in the Contract Documents shall commence on the date of final acceptance of the project by OWNER as defined herein except that OWNER, upon written request, may approve earlier commencement dates for system, equipment, or other specific items of work.
- B. Owner Right to Inspect. OWNER and its authorized representatives shall be permitted to inspect the work materials, payrolls, records of personnel, invoices for materials and other relevant data and work of the CONTRACTOR and Subcontractors. Such inspection by OWNER or his authorized representatives shall not be considered a warranty as to the fitness or acceptability of the work, materials, payrolls, records of personnel, invoices for materials and other relevant data and work, and shall not relieve the CONTRACTOR or his Subcontractors of their obligations or duties required by the Contract.
- C. Standards. 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.
- D. Twelve-Month Warranty. CONTRACTOR 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 twelve (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 Final Completion Date, regardless of whether the same were furnished or performed by CONTRACTOR or by any of its subcontractors of any tier.
- E. Defects. 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 CONTRACTOR at a time acceptable to OWNER.
 - 1. *Tests.* CONTRACTOR 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 CONTRACTOR.
 - 2. *Repair Warranty.* CONTRACTOR warrants such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of twelve (12) months from and after date of acceptance thereof.
 - 3. *Failure to Cure.* Should CONTRACTOR fail to promptly make the necessary redesign, repair, replacement, and tests, OWNER may perform or cause to be performed the same at CONTRACTOR's expense. CONTRACTOR and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein.

SECTION IX: INDEMNIFICATION

- A. Project Indemnity.
 - 1. *General.* Notwithstanding the insurance coverage required herein, CONTRACTOR 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, losses, 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 or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, error, omission, fault, negligence, recklessness or intentional misconduct, whether active or passive, by CONTRACTOR, its Subcontractors, their employees, or anyone contracted with or acting under their

direction or control, or in their behalf in connection with or incident to the performance of this Contract.

2. *Non-Contributory.* CONTRACTOR'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. Independent Contractor Indemnity.

1. *Payment.* CONTRACTOR shall be solely responsible for, and shall indemnify, defend and hold OWNER harmless from all matters relating to the payment of its employees, Subcontractors and Subcontractors' employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
2. *Injuries.* CONTRACTOR shall indemnify, defend, and hold harmless OWNER, its officers and employees, from any and all claims by CONTRACTOR's employees or its Subcontractors' employees, for work-related injuries arising out of the performance of the contract.

C. Patent Indemnity.

1. *Covenant.* CONTRACTOR 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/or 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 CONTRACTOR, or out of the processes or actions employed by, or on behalf of CONTRACTOR in connection with the performance of the Contract.
2. *Defense.* CONTRACTOR 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 CONTRACTOR upon becoming aware of such claims or actions, and provided further that CONTRACTOR's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its construction manager.
3. *Substitution.* CONTRACTOR 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.

SECTION X: INSURANCE AND BONDS

- A. Insurance Requirements. CONTRACTOR shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. CONTRACTOR shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.
- B. Bond Requirements. CONTRACTOR shall obtain payment, performance and guaranty bonds in the amount of the initial Contract Sum and substantially in the form set forth in Exhibit B.
- C. Surety Requirements. 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.

SECTION XI: SUSPENSION AND TERMINATION

A. Suspension.

- a. *Notice.* OWNER may, without cause, order CONTRACTOR in writing to suspend, delay or interrupt the work in whole or in part for such period of time as OWNER may determine in its sole discretion.
- b. *Effect.* CONTRACTOR shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from OWNER to resume performance.
- c. *Costs.* An equitable adjustment, limited to an amount within current unencumbered budgeted appropriations for the PROJECT, 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.
 - i. 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 CONTRACTOR is responsible; or
 - (b) That an equitable adjustment is made or denied under another provision of the Contract.
 - ii. Adjustments made in the cost of performance must have a mutually agreed fixed price.

B. Termination.

1. *General Termination for Cause.*

This Contract 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 Contract through no fault of the terminating party; but only after the other party is given:

- a. not less than seven (7) calendar days written notice of intent to terminate; and
- b. an opportunity for consultation with the terminating party prior to termination.

2. *Termination by Owner for Cause.*

OWNER may terminate the Contract for Construction if CONTRACTOR:

- 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;
- b. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- c. Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or
- d. Has otherwise materially breached the Contract

3. *Additional Owner Remedies.*

- a. When any of the above reasons for termination exist, OWNER may without prejudice to any other rights or remedies of OWNER and after giving CONTRACTOR and CONTRACTOR's Surety, if any, 7 business days' advance written notice, terminate the contract with CONTRACTOR and may, subject to any prior rights of the Surety:
- b. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by CONTRACTOR;
- c. Accept assignment of Subcontractors pursuant to this Contract (contingent assignment of subcontracts to OWNER if Contract is terminated); and,
- d. Finish the work by whatever reasonable method OWNER may deem expedient.
- e. When OWNER terminates the Contract for one of the reasons stated in this section "Termination by OWNER for

Cause," CONTRACTOR shall be entitled to receive payment only on work completed and accepted by OWNER as of that termination date.

- f. If the costs of finishing the work, including expenses made necessary thereby, exceed the Contract amount, CONTRACTOR shall pay the difference to OWNER. The amount to be paid to OWNER shall survive Termination of the Contract.

4. *Termination for Convenience.*

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

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

C. Termination for Gratuities.

1. *Right.* OWNER may, by written notice to CONTRACTOR, terminate this Contract if it is found after notice and hearing by OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of OWNER 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 Contract.
2. *Remedy.* In the event this Contract is terminated as provided in subparagraph 3.a, OWNER shall be entitled:
 1. to pursue the same remedies against CONTRACTOR as it could pursue in the event of a breach of this Contract by CONTRACTOR; and
 2. 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 OWNER) which shall be not less than three (3) nor more than ten (10) times the costs incurred by CONTRACTOR in providing any such gratuities to any such officer or employee.

D. Effect of Termination.

1. *Earned Compensation.* If termination for substantial failure or default is effected by OWNER, OWNER will pay CONTRACTOR that portion of the compensation which has been earned as of the effective date of termination but:
 - a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. Any payment due to CONTRACTOR at the time of termination may be adjusted to the extent of any additional costs occasioned to OWNER by reason of CONTRACTOR's default.
2. *Discontinue Services.* Upon receipt or delivery by CONTRACTOR of a termination notice, CONTRACTOR shall promptly

responsible.

2. *Fair Employment Practices.* In connection with the performance of work under this contract, CONTRACTOR 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.

CONTRACTOR 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 CONTRACTOR shall constitute a material breach of this Contract.

- F. Copeland Anti-Kick Back Act. CONTRACTOR 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 CONTRACTOR 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.
- G. Employment of Unauthorized Aliens. In accordance with the Immigration Reform and Control Act of 1986, CONTRACTOR agrees that it will not employ unauthorized aliens in the performance of this contract.
- H. Preferential Employment. Contractor and all Subcontractors 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 CONTRACTOR or any Subcontractor, this Contract is void, and any failure or refusal to comply with any of the provisions of NRS 338.130 renders this Contract void.

SECTION XIV: CONTRACTOR REPRESENTATIONS

- A. Covenant of No Interest. CONTRACTOR 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 Contract. CONTRACTOR further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.
- B. Covenant Against Contingent Fees. CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract 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, OWNER shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract Sum or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- C. Exclusion. CONTRACTOR represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). CONTRACTOR agrees to notify OWNER within five (5) business days of CONTRACTOR's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of CONTRACTOR or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that CONTRACTOR or any of its employees is excluded from any Federal Health Care Program or placed on the OFAC's blocked list, it shall be a material breach and this Contract shall immediately terminate without penalty to OWNER. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or

any similar program.

SECTION XV: INTERPRETATION

- A. Governing Law / Venue. Nevada law shall govern the interpretation of this Contract. Venue shall be any court of competent jurisdiction in Las Vegas, Nevada.
- B. Complete Contract.
1. *Entirety Clause.* This Contract, together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire agreement between the parties relating to the subject matter hereof.
 2. *Superseding Clause.* This Contract supersedes all prior understandings, representations, agreements and documentation relating to such subject matter.
 3. *Conflict.* In the event of a conflict between the provisions of the main body of the Contract and any attached exhibits, appendices or other materials, the Contract shall take precedence.
 4. *Amendments.* No modifications or amendments to this Contract shall be valid or enforceable unless mutually agreed to in writing by the parties.
- C. Cumulative Remedies. The rights and remedies of OWNER provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
- D. Waiver; Severability.
1. *No Waiver.* No term or provision of this Contract shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.
 2. *No Owner Waiver.* OWNER'S review, approval, acceptance, or payment for any of CONTRACTOR'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 CONTRACTOR shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by CONTRACTOR's performance or failures to perform under this Contract.
 3. *Severability.* If any provision of this Contract is held invalid, void or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this Contract shall be enforceable in accordance with its remaining terms.
- E. Counterparts. This Contract may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.
- F. Standards and Codes.
1. *References.* 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.
 2. *Uniform Standards.* 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.
 3. *Conflict.* 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.
- G. GOVERNING ORDER.
1. *Contract Documents.* The Contract Documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by CONTRACTOR. 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:

- a. Permits required by law from other agencies, and/or OWNER, issued to CONTRACTOR, and/or OWNER.
 - b. Change orders, supplemental contracts and amended contracts.
 - c. General Conditions, including any addenda.
 - d. Specifications, including any addenda.
 - e. Contract Drawings, including any addenda.
 - f. Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, current edition, and all revisions through date of advertisement.
 - g. Uniform Standard Drawings for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, and all revisions through date of advertisement.
2. *More Stringent.* Notwithstanding the above, if a permit provision conflicts with a provision in items a-g, above, the more stringent provision controls.
 3. *Change Order.* 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.
 4. *Addenda.* Notwithstanding the above, in the event of a conflict between addenda, the more recent addenda controls.
 5. *Revisions.* Notwithstanding the above, approved revisions to contract drawings, specifications and drawings will take precedence over items d, e, f and g respectively. Detailed contract drawings shall have precedence over general plans.
 6. *No Advantage.* CONTRACTOR shall not take advantage of any apparent error or omission in the contract drawings or specifications. In the event CONTRACTOR discovers such an error or omission, CONTRACTOR shall immediately notify OWNER. OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.
 7. *Uniform Standards.* Section 105.04 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, replaced and controlled by this Section G.
- H. Survival of Terms. Unless otherwise stated, all of OWNER and CONTRACTOR's respective obligations, representations and warranties under this Contract which are not, by the expressed terms of this Contract, fully to be performed while this Contract is in effect shall survive the termination of this Contract.

SECTION XVI: PROJECT CONFLICTS

A. DISPUTES.

1. *Informal Negotiations.* All claims, disputes or other controversy that may arise between OWNER and CONTRACTOR 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.
2. *Attorneys' Fees.* In the event CONTRACTOR files a claim in District Court, pursuant to one or more provisions of NRS 338.640, and OWNER prevails in the Court's decision, then CONTRACTOR shall pay OWNER'S attorneys' fees. Further, CONTRACTOR 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.

3. *Costs.* OWNER and CONTRACTOR, 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.

B. 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 OWNER or CONTRACTOR 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:

1. *Demand.* A written demand by the party initiating the mediation that the claim, dispute, or other controversy be referred to a mediator;
2. *Contact Information.* The names, addresses and telephone numbers of the parties;
3. *Contract Reference.* A reference to any contract provisions from which the claim, dispute or controversy arises;
4. *Description.* A complete description and a specific statement of the claim(s), dispute(s) or controversy(ies) and a showing of entitlement to relief;
5. *Relief Sought.* The relief or remedy sought and the amount of money claimed;
6. *NRS §338.140.* If CONTRACTOR is the initiating party, a copy of CONTRACTOR's documents generated in preparation or determination of prices included in the bid as required by NRS §338.140(1)(d);
7. *Subcontractor Merits.* If CONTRACTOR is the initiating party and if the claim, dispute or controversy is made by a subcontractor, a written statement by CONTRACTOR that it agrees with the merits and the amount of the claim;
8. *Cost Documents.* If CONTRACTOR submits a total cost or modified cost claim, dispute or controversy then CONTRACTOR 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 CONTRACTOR was not responsible for the added expenses; and 5) that OWNER, and not anyone else, is responsible for the additional cost; and
9. *Time.* If CONTRACTOR is the initiating party, it must submit the written demand of mediation to OWNER in the time period set forth in the claim's presentment statute of NRS 244.250.
10. *Good Faith.* If CONTRACTOR is the initiating party of the claim, dispute or controversy, CONTRACTOR shall certify in writing that the claim is made in good faith, that the supporting data is accurate and complete to the best of CONTRACTOR's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes OWNER is liable.

C. SELECTION OF MEDIATOR.

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

D. COST OF THE MEDIATION.

The fees and expenses of the independent private mediator shall be shared equally by OWNER and CONTRACTOR. OWNER and CONTRACTOR 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 OWNER nor CONTRACTOR shall be entitled to an award of interest.

E. LOCATION OF THE MEDIATION.

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

F. 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**, prior to serving in any capacity as a mediator.

G. MEDIATION PROCEEDING.

1. *Date.* 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.
2. *Attorney.* 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. CONTRACTOR acknowledges that OWNER is a public body and any settlement agreed to by its authorized representatives is subject to approval by the Governing Board and/or Board of County Commissioners.
3. *Sessions.* 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.
4. *Memoranda.* 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 Section 7.2 of this section.
5. *Confidential.* The mediation shall be confidential and, as a condition of the nonbinding mediation, the parties shall enter into a Confidentiality Contract, attached hereto as **Exhibit D** prior to the commencement of the mediation proceeding.
6. *Private.* 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, OWNER and CONTRACTOR, along with its authorized representatives, shall be the only participants in the mediation. There shall be no stenographic record of the mediation process.
7. *All Claims.* The parties agree to assert all claims, disputes and controversies known to the parties in their respective written statements submitted to the mediator.
8. *No Use.* 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.

H. TERMINATION OF MEDIATION.

The mediation shall be terminated:

- by the execution and approval of a settlement agreement by the parties;

- by declaration of the mediator that further efforts at the mediation are no longer worthwhile;
- 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;
- a party gives written notice of withdrawal; or
- 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.

I. WORK IN PROGRESS.

At all times while the informal negotiations or mediation action is pending, CONTRACTOR 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 OWNER exercises its right to terminate, pursuant to Section 6 of this Contract, or otherwise mutually agreed upon in writing by the parties.

J. 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 XVII: MISCELLANEOUS

A. Assignment. Any attempt by CONTRACTOR to assign, transfer, convey or otherwise dispose of any interest in this Contract without the prior written consent of OWNER shall be void.

B. Audits. The performance of this Contract by CONTRACTOR is subject to review by OWNER to ensure Contract compliance. CONTRACTOR agrees to provide OWNER any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to CONTRACTOR. 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. The parties hereto further agree that except as otherwise required by law, any audit and inspection rights include only the rights to verify amounts invoiced by CONTRACTOR and to verify the nature of the services being invoiced, but does not include the right to review personal information of CONTRACTOR's employees, or proprietary information of CONTRACTOR, including but not limited to CONTRACTOR's underlying cost, markup or overhead rates.

C. Confidentiality.

1. *Confidential Treatment of Information.* CONTRACTOR shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract and CONTRACTOR represents and warrants that it shall not resell OWNER confidential information.

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

D. Publicity.

EXHIBIT A
ENTERPRISE-WIDE FIBER OPTIC NETWORK
Project
SCOPE OF WORK

CONTRACTOR shall provide a Commscope plenum armored fiber solution. For specific detail of the solution, our concept and proposed methodology, our task responsibilities outline and time saving features and benefits, please refer to the attached proposal in Section I - General Information.

List of Assumptions

- Employee Parking Garage new IDF will be in an existing room - Option to hang a box and service loop.
- New underground pathway/conduit from Engineering A116 IDF to the new IDF in the ParkingGarage will be needed
- Generator Building has an existing IDF with rack/cabinet and avail space for new equipment
- Generator Building has an existing usable pathway/conduit from the ER MDF into the existing IDF
- Trauma Parking Garage new IDF will be in an existing room - Option to hang a box and service loop.
- New underground pathway/conduit from Trauma 4th Floor IDF to the new IDF in the Trauma Parking Garage will be needed
- All IDFs, new and existing, will have existing power and lighting
- All terminations will be Single mode LC-LCUPC
- Working hours will be standard day-shift hours between 6am-4pm Situations may arise that extra shifts may be more suitable for both parties, as long as agreed upon ahead of time.
- OWNER will provide CAD files for construction drawings
- OWNER will provide timely and accessible Point(s) of Contact for access and/or escort needs
- OWNER will provide all fiber patch cords
- OWNER will provide all active network equipment
- OWNER will provide reasonable, secure and accessible storage space for CONTRACTOR's material and equipment
- The use of 2-way radios throughout the property will be acceptable

Work to be Performed

Provide and install per RFP- OS2 single mode Riser/Plenum cable

ICRA containment units will be utilized on all installation locations and/or according to OWNER requirements

TeleData Technologies understands the challenges in regard to performing these task in a working hospital and that there will be delays with certain tasks that are unavoidable. CONTRACTOR commits to working in conjunction to minimize those delays and achieved a proper and safe working environment for all parties.

All fiber material is Commscope fiber (armor wrapped), fiber panels, inserts, and pigtails, and includes a 25 year manufacturers warranty

STEP 1- CONTRACTOR shall conduct a prefield to document every closet, existing and required spaces for fiber panels and all existing pathways, including route, conduit size, riser size and space in conduit availability. (Estimated time 4-6 weeks)

STEP 2- CONTRACTOR shall meet with the owner and determine existing and new pathways, as needed, detailing the requirements as outlined in the SOW. (1 week)

STEP 3- As part of this meeting, CONTRACTOR AND OWNER need to determine if using armored fiber (Armored fiber can be plenum rated) in place of new conduit pathways that are incomplete, impacted and or between floors. The advantage of using armored fiber helps negate the cost of running EMT and orange corrugated inner-duct, and reduces installation time. (Estimated time 2 weeks)

STEP 3A- Establish location in General and Trauma Parking Garage for New IDF Locations (2)

STEP 4- OWNER needs to provide a priority completion list so that CONTRACTOR can establish a comprehensive work plan to facilitate installation and critical areas. This document can track progress for OWNER AND CONTRACTOR.

STEP 5- Order Material (2 days)

Delivery of material between 1-8 weeks. This is dependent on information obtained for installation type

STEP 6- Begin installation of pathways. If conduit is required estimate is (4-16 weeks), *clear out existing abandoned cables in pathways- (2-3 weeks) *installing new pathways estimated (4-16 weeks) (depending on installation of conduit or armored fiber)

STEP 7- installation of armored fiber (estimated 8 weeks) *installation of traditional fiber and inner-duct (8-10 weeks)
All runs should be single-mode (OS2) and maximized into a single multi-line strand whenever possible.

STEP 8- Build out of IDF's, including the parking garage IDF, with new fiber panels (1 week) if rack space is unavailable, the patch panels shall be wall mounted and a ladder rack shall be installed for cable management to the equipment racks. This will be determined during STEP 1

STEP 9- break out and terminate new fiber (4-6 weeks) Terminated at each location in new, top-of-rack patch panels using LC-SM 12 strand pigtails

STEP 10- Certification and labeling new fiber (2-3 weeks) Tested/certified to advertised and capable speeds (Should be to fiber maf speed specs). Labeled with UMC provided standard

STEP 11- updating and preparing as-builds (4-6 weeks) As built provided to OWNER once CAD file drawings have been received, drawings to include all pathways and fiber information

STEP 12- Final close out and client review (4 weeks)

PRIORITY 1- Backbone fiber to MDF'S

- Data center to MDFs and strand counts
 - o 2040-5th floor MDF – 48 strands
 - o Trauma 4th floor MDF – 48 strands
 - o Surgical MDF – 48 strands
 - o ER MDF – 48 strands
 - o ASU 1st floor (Mech) MDF – 48 strands
 - o NE Tower 3rd floor MDF – 48 strands
 - o Main tower 5th floor MDF – 48 strands
 - Telephone MDF – 24 strands (1 x 24strand)
 - ASU 3rd floor MDF – 24 strands (1 x 24strand)

PRIORITY 2 - MDFs to IDFs

- o 2040 5th floor MDF
 - Runs to each IDF on floors 2, 3, 4, 6, each 24 strands (4 x 24strand)
- o Trauma 4th floor MDF
 - Runs to each IDF on floors 2, 3 and 5 each 24 strands (3 x 24strand)
- additionally, provisions must be made for the creation of an IDF within the trauma parking structure to accommodate necessary switching and power for a camera project.
UMC must build the room**
Additionally, 12 strands of fiber to be run from the Trauma 4th floor MDF. (1 x 12strand)
- Surgery MDF
 - Radiology IDF 24 strands (1 x 24strand)
 - Old Radiology IDF 24 strands (1 x 24strand)
 - Loading dock IDF 24 strand (1 x 24strand)
- ER MDF
 - ER 3rd floor IDF 24 strand (1 x 24strand)
 - Generator building – 6 strands (1 x 6strand OSP)
- ASU 1st Floor (Mech) MDF
 - Ortho IDF 24 strands (1 x 24strand)
 - 1 south "little door" IDF 24 strands (1 x 24strand)
- Main tower 5th floor MDF
 - Floors 4, 6, and 7 IDFs 24 strands (3 x 24strand)
 - Floor 3 old IDF 24 strands (1 x 24strand)
 - Floor 3 New IDF 24 strands (1 x 24strand)
- NE Tower 3rd floor MDF
 - Floors 1, 3, 4, 5 IDFs 24 strands each (4 x 24strand)
 - Lab (A309) IDF 24 strands (1 x 24strand)
 - C338 IDF 24 strands (1 x 24strand)
 - Engineer (A116) IDF 24 strands (1 x 24strand)
- From Engineering IDF (A116) to the Main parking structure 12 strands (1 x 12strand)

west IDF 24 strands (1 x 24strand)

PRIORITY'S WITHIN PRIORITY 1-
TBD OWNER

PRIORITY'S WITHIN PRIORITY 2-
TBD OWNER

PRIORITY'S WITHIN PRIORITY 3-

Build out new IDF's in General and Trauma parking garage, including plywood backboard and CPI CUBE-iT cabinet wall mount (19" W x 24" H x 30" D, Black, 12 RMU) with 2 fans, and including 1U fiber panel mounted in top of cabinet. CONTRACTOR assumes that rooms are already existing and will not need to be built. CONTRACTOR assumes that power will be available within the area and only needs to be extended to new IDF locations.

ADDITIONAL CLARIFICATION/EXCLUSIONS:

- Conduit, wire mesh tray, enclosed tray and other raceways, pull strings, and fire stop materials.
- Core Drilling, saw cutting, trenching
- TV, Voice and Network Building entrance systems by others
- Fire rated back boards, building ground and TMGB bus bar (s)
- Demolition, temporary power/lighting and trash haul.
- Installation of Cross-connects or patch cables at the headend or the field devise/stations.
- Network switches, Hardware, software and Wireless Access Points
- Lift Rentals

List of Constraints

- This is a working hospital
- Accessibility to certain areas may not be available on an "as-needed" basis
- Working hours are assumed to be standard dayshift, but due to the above noted constraints, discussions of shift differential may be required
- Material and equipment storage
- Parking
- Timelines, depending on schedule and completion expectations
- Permits and inspections, if needed

PRICING:

Not to Exceed (NTE) Price: \$1,473,040.35

EXHIBIT B

BONDS AND INSURANCE REQUIREMENTS AND FORMS

1. BONDS

A. CONTRACTOR 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 CONTRACTOR'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 OWNER.

B. Not later than **ten (10) business days** after OWNER'S written request for insurance, CONTRACTOR shall furnish contract bonds to Contracts Management Division as follows:

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

Award will become final after the OWNER and/or Governing Body has authorized the award and CONTRACTOR has submitted its required bonds utilizing 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. CONTRACTOR 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. CONTRACTOR further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of OWNER to make any payment under this contract, to provide 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 CONTRACTOR has employees.

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

C. CONTRACTOR 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. page 10 of 175

D. As a condition precedent to receiving payments, CONTRACTOR shall have on file with OWNER current certificates of insurance evidencing the required coverage. Insurance certificates for 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 CONTRACTOR, including the rating and financial health of each insurance company providing coverage, is subject to the approval of OWNER.
- F. CONTRACTOR shall furnish renewal certificates to the OWNER for the required insurance during the period of coverage required by the contract. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR in default of its obligation under this paragraph
- G. OWNER, its officers, employees, agents, 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.
1. CONTRACTOR'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 CONTRACTOR and shall not contribute with it.
- H. CONTRACTOR's commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically CONTRACTOR's contractual obligation of additional insured to OWNER. All policies must note that 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. CONTRACTOR's insurer must notify 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. CONTRACTOR 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 CONTRACTOR, its agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in Contract Sum. CONTRACTOR is required to obtain and maintain the following coverage:
1. **Commercial General Liability:** Commercial General Liability 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. CONTRACTOR 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**. CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR, Subcontractors, and Subcontractors of any tier. Coverage shall be written on forms to include Fire, Extended Coverage, and Special Form including theft. CONTRACTOR is responsible for the deductible for any claim made against the policy.

- L. If CONTRACTOR fails to maintain any of the insurance coverage required herein, then OWNER will have the option to declare CONTRACTOR 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. CONTRACTOR is responsible for any expenses paid by OWNER to maintain such insurance and OWNER may collect the same from CONTRACTOR or deduct the amount paid from any sums due CONTRACTOR under the contract.
- M. The insurance requirements specified herein do not relieve CONTRACTOR of its responsibility or limit the amount of their liability to OWNER or other persons and CONTRACTOR is encouraged to purchase such additional insurance, as it deems necessary.
- N. CONTRACTOR is responsible for and must remedy all damage or loss to any property, including property of OWNER, caused in whole or in part by CONTRACTOR, any subcontractor or anyone employed, directed or supervised by CONTRACTOR. CONTRACTOR is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- O. CONTRACTOR shall pay all premiums and costs of insurance.
- P. Regardless of the coverage provided by any insurance policy, CONTRACTOR 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 CONTRACTOR or its principals, employees, subcontractors or other agents while performing services under this Contract. CONTRACTOR shall indemnify, defend and hold harmless 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. CONTRACTOR 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 governments entity

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP NUMBER AND PROJECT 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
1800 W CHARLESTON BLVD.
LAS VEGAS, NEVADA 89102

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

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,

That _____, as Principal Contractor, and _____, as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called OWNER, in the sum of _____ dollars, 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 **RFP NO. 2023-002** of OWNER'S specifications, entitled **UMC Campus Enterprise-wide Fiber Optic Network Infrastructure Upgrade**.

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 ____ day of __, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

(Appointed Agent Name)

(State of Nevada, License Number)

By: _____
(Signature)

(Appointed Agent Name)

(License Number and Issuing State)

By: _____
(Signature)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

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).

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 _____, as Contractor, and _____, as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called OWNER, in the sum of _____ dollars, 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 RFP NO. 2023-002 of OWNER'S specifications, entitled **U M C Campus Enterprise-wide Fiber Optic Network Infrastructure Upgrade.**

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 _____ day of ___, 20_____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

(Appointed Agent Name)

(State of Nevada, License Number)

By: _____
(Signature)

(Appointed Agent Name)

(License Number and Issuing State)

By: _____
(Signature)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

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).

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 _____

(Name and Address of CONTRACTOR)

We hereby guarantee that the **RFP NO. 2023-002 UMC Campus Enterprise-wide Fiber Optic Network Infrastructure Upgrade**, 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 _____ day of _____, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

(Appointed Agent Name)

(State of Nevada, License Number)

By: _____
(Signature)

(Appointed Agent Name)

(License Number and Issuing State)

By: _____
(Signature)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

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)

EXHIBIT C
MEDIATOR AGREEMENT

This Agreement ("Agreement") is made and entered into this ____ day of _____, by and between the University Medical Center of Southern Nevada ("OWNER"), _____ ("Prime Contractor") and _____ ("Mediator"). OWNER and _____ are collectively referred to as "Parties".

WHEREAS, _____ was awarded the **RFP 2023-02 UMC Campus Enterprise-wide Fiber Optic Network Infrastructure Upgrade**, 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, Prime 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 Prime Contractor is responsible for fifty-percent (50%) of the cost of Mediator.

OWNER and Prime 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 Prime Contractor itemizing all services provided. Mediator agrees to bill OWNER for its fifty-percent (50%) share and Mediator agrees to bill the Prime 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 Prime 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 Prime Contractor is not responsible.

OWNER and Prime 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, Prime 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 Prime 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)

IN WITNESS WHEREOF, the parties have caused this contract to be signed and intend to be legally bound thereby.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Mason Van Houweling, CEO

By: _____
Name: _____
Its: _____
PRIME CONTRACTOR

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this ____ day of _____, 20__, before me the undersigned, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged to me that _____ executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

NOTARY PUBLIC
In and for said County and State

By: _____
Name: _____
Its: _____
MEDIATOR

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this ____ day of _____, 20__, before me the undersigned, a Notary Public, in and for said County and State, personally appeared _____, who acknowledged to me that _____ executed the above instrument for the purposes herein stated.

WITNESS my hand and official seal.

NOTARY PUBLIC
In and for said County and State

EXHIBIT D
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 _____ ("_____"). OWNER and _____ are collectively referred to as "Parties".

RECITALS

WHEREAS, _____ was awarded RFP NO. 2023-02 UMC Campus Enterprise-wide Fiber Optic Network Infrastructure Upgrade, 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.

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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.

EXHIBIT E

CONTRACTOR Acknowledgement of UMC Procedures & Practices

Check In/Check Out Procedures

All outside contractors/vendors performing work at UMC are required to sign in upon entering the OWNER and receive either a visitor's badge or temporary sticker badge. Prior to leaving the OWNER, the contractor/vendor is required to sign out of the Vendor's Log and, if issued, return the visitor's badge. All badges will be worn at eye level and be prominently displayed. Failure to wear a badge could result in you being asked to leave the property immediately.

Parking

Parking is to be in designated areas only. You can, and will be towed if you park in any reserved parking spot. Parking in front of either loading docks is strictly prohibited unless prior arrangements have been made with receiving department personnel. UMC is not responsible for any parking violations received (i.e. expired parking meter fines, fire lanes, etc.) Vehicles are towed at owner's expense. Talk to any maintenance supervisor if special parking requirements are needed.

Noise and Vibration

Any portion of work anticipated to cause or result in elevated noise or vibration must be identified and arranged with the Engineering Department prior to commencement of work such as but not limited to jackhammer/chipping, saw cutting/core drilling, heavy equipment, power tools, powder actuated tools, high velocity fans. Engineering must be given appropriate notice to arrange this work with surrounding units.

System/Utilities Shutdown Notification

Due to the nature of our business, any required interruptions of service to this facility, including but not limited to: Water, Power, Medical Gas, Natural Gas, etc., with the exception of emergencies, and Fire Safety System outages longer than 4 hours, must be made at least 14 days prior to the start of the job. Failure to notify us of interruptions could result in loss of patient life. Engineering must be notified at least 1 hour in advance to have fire alarms, smoke detectors, or sprinkler systems temporarily disabled.

Structural Fire Proofing

At no time will structural fireproofing (i.e. monokote) be removed from any I-beams or support braces without prior authorization from the Director of Engineering, or designee.

Hot Work

A Hot Work Permit is required for all temporary operation involving open flame or producing heat and/or sparks. This includes, but not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch Applied Roofing, Welding. Permits are available in the Engineering Department office. All requirements and guidelines listed on the Hot Work Permit shall be followed. UMC Safety Manager or designee will conduct an inspection of location prior to commencement of Hot Work. Fire watch shall be initiated upon completion of Hot Work. CONTRACTOR shall have fully charged and serviceable fire extinguisher at Hot Work location at all times when engaged in Hot Work. Flammables and combustibles shall be removed prior to work. Current Hot Work Permit is mandatory if performing any of the above-mentioned duties. If observed engaged in Hot Work without required permit work will be stopped immediately in addition to removal of offending contractor from property. **In the event that a fire alarm is activated do to negligence of the CONTRACTOR the City of Las Vegas will issue a \$1,000.00 fine. CONTRACTOR will be responsible for payment.**

Above the Ceiling Work

CONTRACTOR access for above ceiling must be arranged with and authorized by the Engineering Department prior to any work commencing. Engineering representative will issue a permit with counter signature by contractor. This permit must be displayed at the area of work. If permit is not obtained and/or prominently displayed, you will be told to stop all work and may be asked to leave the property immediately.

Wall Penetrations

Any penetrations into a firewall must be reported to the Engineering Department. Unless there are other arrangements made, it is your responsibility to ensure that any penetrations are properly patched using industry standard fire caulking material by certified installer in compliance with a UL listed penetration detail. Upon completion of the work an Engineering Maintenance Supervisor, or designee, will inspect the area and sign off on the job. If you are unsure whether the wall is a firewall, ask a supervisor.

Accident Reporting

Accidents happen and are to be reported to the Engineering Department immediately. Failure to notify the Engineering Department immediately can result in a contractor/vendor or contractor/vendor employee being

permanently banned from working at this facility. Any contractor/vendor or their employee found to be working in an unsafe manner can be asked to leave the property immediately.

Infection Control

The contractor will adhere and enforce all measures identified on the ICRA permit issued for the project. CONTRACTOR will make immediate corrections when site inspection identifies any deficiencies. Failure to correct any identified deficiency in an appropriate timely manner, will result in work stoppage until all identified deficiencies have been corrected.

CONTRACTOR – Safety

All emergencies – call Public Safety 24/7 - 383-2777 or 383-1810

Your emergency contact: Name: _____ **Number:** _____

Fire Codes - announcement via overhead paging system

- o Code Red Drill – Fire drill
- o Code Red - Actual Fire
- o Code Green – all clear, you can resume work activities
- o CONTRACTOR will provide their own fire extinguishers

OWNER Codes - announcement via overhead paging system

- o Code Orange – Hazardous Materials Spill
- o Code Pink – Pediatric/Infant Abduction
- o Code Blue – Cardiac arrest
- o Code Black – Bomb Threat
- o Code Triage – Disaster plan
- o Code White - Stroke

Emergency Exits

UMC Safety Manager/Engineering will show your representative emergency exits in the work area.

Partitions

Temporary construction partitions must be smoke tight and built of non-combustible materials.

Chemicals

- o Any chemicals brought on-site, UMC Safety Manager must have a MSDS/SDS
- o No flammable materials stored on-site
- o All containers must be properly labeled

Noise

UMC Safety Manager/Engineering must be notified if noise levels exceed 90 db inside the OWNER

Electrical

Only UL approved electrical devices may be used at UMC. No frayed wiring or inappropriate use of extension cords. Use ground-fault circuit interrupters (GFCI's) as required.

Smoking

Smoking is prohibited on UMC property.

Waste

All waste and debris must be removed from premises at end of workday.

OSHA

CONTRACTOR shall have current OSHA 10 or 30 Hour card in their possession when engaged in work on UMC property

It is the responsibility of the General/CONTRACTOR to provide and maintain documentation of UMC's CONTRACTOR's Procedures and Practices to all sub-contractors.

Print Employee Name

Signature

Date

CONTRACTOR

EXHIBIT F - EXAMPLE
Infection Control Risk Assessment for Construction
(ICRA)



Site:

Date of evaluation:

Step One:

Using the following table, identify the type of construction activity:

<i>TYPE A</i>	<p>Inspection and Non-Invasive Activities. Includes, but is not limited to:</p> <ul style="list-style-type: none"> ▪ 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.
<i>TYPE B</i>	<p>Small scale, short duration activities which create minimal dust Includes, but is not limited to:</p> <ul style="list-style-type: none"> ▪ installation of telephone and computer cabling ▪ access to chase spaces ▪ cutting of walls or ceiling where dust migration can be controlled.
<i>TYPE C</i>	<p>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:</p> <ul style="list-style-type: none"> ▪ 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.
<i>TYPE D</i>	<p>Major demolition and construction projects Includes, but is not limited to:</p> <ul style="list-style-type: none"> ▪ 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
<ul style="list-style-type: none"> ▪ Office areas ▪ Unoccupied Space 	<ul style="list-style-type: none"> ▪ Cardiology ▪ Echocardiography ▪ Endoscopy ▪ Nuclear Medicine ▪ Physical Therapy ▪ Radiology/MRI ▪ Respiratory Therapy 	<ul style="list-style-type: none"> ▪ CCU ▪ Emergency Room ▪ Labor & Delivery ▪ Laboratories (specimen) ▪ Newborn Nursery ▪ Outpatient Surgery ▪ Pediatrics ▪ Pharmacy ▪ Post Anesthesia Care Unit ▪ Surgical Units ▪ Maternity 	<ul style="list-style-type: none"> ▪ 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.

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	<ol style="list-style-type: none"> 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. 	<ol style="list-style-type: none"> 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	<ol style="list-style-type: none"> 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. 	<ol style="list-style-type: none"> 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	<ol style="list-style-type: none"> 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. 	<ol style="list-style-type: none"> 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.

Step Four: Identify the areas surrounding the project area, assessing potential impact.

Unit Below	Unit Above	North	South	East	West
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.

Step Six: Identify issues related to ventilation, plumbing, electrical – in terms of the possible/probable occurrences of outages:

Step Seven: Identify containment measures, using prior assessment.

What types of barriers? (e.g. solid wall barriers) Will HEPA filtration be required?

(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)

Step Nine: Work hours: Can or will the work be done during non-patient care hours?

Step Ten: Do plans allow for adequate number of isolation/negative airflow rooms?

Step Eleven: Do the plans allow for the required number & type of hand washing sinks?

Step Twelve: Does the infection control staff agree with the minimum number of sinks for this project?

Step Thirteen: Does the infection control staff agree with the plans relative to clean and soiled utility rooms?

Step Fourteen: Plan to discuss the following containment issues with the project team. (examples: traffic flow, housekeeping, debris removal (how & when))

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.

Exhibit G Progress Billing

PO: _____
 Application: _____
 Date: _____

Project Name

Location

OWNER: University Medical Center
 of Southern Nevada
 Attn:
 1800 W. Charleston Blvd
 Las Vegas, NV 89102

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: _____

**EXHIBIT H
CLOSEOUT DOCUMENTATION SUMMARY REPORT OF SUBCONTRACTORS**

Project Number: _____ Date: _____

Project Name: _____ PWP Number: CL- _____

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						

**EXHIBIT I
Sample Form**

WORKERS EMPLOYED REPORT (A) (PER N.R.S. 338.070)

Project Number: _____ Date: _____
 Project Name: _____ PWP Number: CL-XXXX-XX
 Prime 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			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
2			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
3			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
4			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
5			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
6			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
7			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
8			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
9			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
10			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
11			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
12			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
13			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
14			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
15			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
16			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
17			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
18			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
19			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
20			<input type="checkbox"/> YES or <input type="checkbox"/> NO				

**EXHIBIT I
Sample Form**

**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- _____
 Prime 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					

EXHIBIT J

Sample Form

NON-APPORTIONED VEHICLE REPORT CONFIDENTIAL

Project Number: _____ Date: _____

Project Name: _____ PWP Number: CL- _____

Prime 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			

EXHIBIT K
Sample Forms

MATERIALS PURCHASED REPORT

Project Number: _____ Date: _____

Project Name: _____ PWP Number: CL- _____

Prime 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			

EXHIBIT L
SUBCONTRACTOR INFORMATION

DEFINITIONS:

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

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

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

No MBE, WBE, PBE, SBE, or NBE subcontractors will be used

EXHIBIT M

LIST OF SUBCONTRACTORS 5% AND ABOVE

SUBCONTRACTORS EXCEEDING 5% OF CONTRACT SUM

CONTRACTOR MUST INCLUDE ITS NAME ON THIS LIST. IF CONTRACTOR INTENDS TO PERFORM ANY WORK NOT PERFORMED BY A SUBCONTRACTOR, INCLUDE A DESCRIPTION OF THE LABOR OR PORTION OF THE WORK OR A STATEMENT THAT CONTRACTOR WILL PERFORM ALL WORK OTHER THAN THAT BEING PERFORMED BY A SUBCONTRACTOR.

THE CONTRACTOR 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 CONTRACTOR, WHICH FAILS TO LIST A SUBCONTRACTOR (S), REPRESENTS THAT NO SUBCONTRACTOR(S) MEET THE STATUTORY REQUIREMENTS.

Table with 5 columns: DESCRIPTION OF WORK, CONTRACTOR'S NAME(S), NV STATE CONTRACTORS' LICENSE NUMBER, *BEG, **ETHNICITY. It contains two identical header rows and multiple empty rows for data entry.

Legal Name of Firm as it Would Appear in Contract

Signature of Bidder (Authorized Representative)

Today's Date

*Select Business Enterprise Groups (BEG) from the following: Minority Business Enterprise (MBE); Small Business Enterprise (SBE); Women-Owned Business Enterprise (WBE); Disadvantaged Business Enterprise (DBE); Local Business Enterprise (LBE); Disabled Veteran Business Enterprise (DVBE); or Not Applicable (N/A).

** Caucasian (CX), African-American (AA), Hispanic American (HA), Asian-Pacific American (AX) or Native American

BUSINESS ENTERPRISE INFORMATION:

The Prime Contractor submitting this Bid is a MBE WBE DBE SBE LBE DVB N/A as defined below.

1. **BUSINESS ETHNICITY INFORMATION:**

The Prime Contractor submitting the Bid Ethnicity is Caucasian (CX) African American (AA) Hispanic American (HA) Asian Pacific American (AX) Native American (NA) Other

2. **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 7).

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

3.

LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

ADDRESS OF FIRM

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

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: _____

LICENSE CLASS: _____

LICENSE LIMIT: _____

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

DUN & BRADSTREET NUMBER _____

CLARK COUNTY BUSINESS LICENSE NO. _____

STATE OF NEVADA BUSINESS LICENSE NO. _____

AUTHORIZED REPRESENTATIVE
(PRINT OR TYPE)

E-MAIL ADDRESS

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

TODAY'S DATE

**Select Business Enterprise Groups (BEG) from the following: Minority Business Enterprise (MBE); Small Business Enterprise (SBE); Women-Owned Business Enterprise (WBE); Disadvantaged Business Enterprise (DBE); Local Business Enterprise (LBE); Disabled Veteran Business Enterprise (DVBE); or Not Applicable (N/A).*

*** Caucasian (CX), African-American (AA), Hispanic American (HA), Asian-Pacific American (AX) or Native American*

**EXHIBIT N
DESIGNATION OF SUBCONTRACTORS**

SUBCONTRACTORS EXCEEDING 1% OF CONTRACT SUM

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

THE LIST MUST CONTAIN:

- (1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to CONTRACTOR for which the first tier subcontractor will be paid an amount exceeding \$250,000.
- (2) If CONTRACTOR will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the CONTRACTOR 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 CONTRACTOR for which the first tier subcontractor will be paid one percent (1%) of the CONTRACT SUM or \$50,000, whichever is greater.

If CONTRACTOR fails to submit the list, CONTRACTOR represents that no subcontractor(s) meet the statutory requirements. CONTRACTOR shall not substitute any person for a subcontractor who is named in this list, pursuant to Nevada Revised Statute 338.141.

DESCRIPTION OF WORK	SUBCONTRACTOR'S FIRM NAME(S)	NV STATE CONTRACTORS' LICENSE NUMBER	*BEG	*ETHNICITY

Legal Name of Firm as it would appear in Contract

Telephone Number

Address including City, State and Zip Code

Signature of Bidder (Authorized Representative)

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

EXHIBIT O-1

Project Workforce Checklist-Contractor

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

CONTRACTOR must submit a completed and signed form

Check ALL trade/craft applicable to this Project

RFP No.: 2023-02 CONTRACTOR: TeleData Contractors, Inc. dba TeleData Technologies

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Alarm Installer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Asbestos Abatement (See Laborers)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Carpenter, can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Cement Mason (Can also include Laborers)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Fence Erector (See Laborers) no steel/iron (See Iron Workers) steel-iron	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Flag Person (See Laborers)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Floor Coverer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Highway Striper (See Laborers)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier, (See Laborers) includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iron Worker, can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Laborer, can also include cement mason and does include asbestos abatement, hod carrier – brick mason tender, hod carrier - plaster tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Lubrication and Service Engineer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mason, can also include cement plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Millwright	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment), surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Pile Driver (non-equipment)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plasterer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

EXHIBIT O-1

Sheet Metal Worker , can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Soils and Materials Tester , includes certified soil tester	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Surveyor (non-licensed)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Taper	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Tile/Terrazzo Worker/Marble Mason	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Traffic Barrier Erector (See Laborers)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other:	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within ten (10) calendar days of the change.

Signed: _____ Date: _____

Name and Title:

EXHIBIT O-1

Governor's Office of Workforce Innovation REQUEST FOR NEVADA REGISTERED APPRENTICE VERIFICATION (OWINN)

Main Phone # 702-486-8080

When completed, email to:

NVApprenticeship@gov.nv.gov



Name of requesting contractor/awarding body/organization:	
Name and title of person requesting this verification:	
Contact phone # of person requesting this verification:	
Email address of person requesting this verification:	
Date this request was submitted to OWINN:	
Additional information regarding current Public Works projects for requester: (for example, project owner(s), PWP/contract #(s), project name(s), etc.)	

*APPRENTICE NAME (First, Last)	RAPIDS ID #	OCCUPATION	APPRENTICESHIP PROGRAM (for example, Local 12)
Additional information regarding apprentice(s): (for example, apprentice status, wage %, etc.)			

*Apprentices only need to be verified once per year/per contractor, and once approved, can be used for multiple Public Works.

Note: The Requesting Contractor/Awarding Body/Organization certifies and assures the information above is true and correct. It also acknowledges that Journeymen wages must be paid for time worked during canceled or suspended time periods or when required ratios are not met. Furthermore, the OWINN office will not process this Apprentice Verification request unless this form is signed, and ALL FIELDS are completed.

Signed: _____
 Date: _____ Name/Title: _____

FOR OWINN USE ONLY

Date Received: _____

Occupation	Initial Ratio		Ratio Thereafter	
	Apprentice(s)	per Journeymen	Apprentice(s)	p Journeymen
	_____ / _____	_____	_____ / _____	_____
	_____ / _____	_____	_____ / _____	_____

OWINN Verified by: _____ Date: ____

EXHIBIT O-2

Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

CONTRACTOR must submit a completed and signed form

Check ALL trade/craft applicable to this Project

RFP No.: 2023-02 Subcontractor: _____

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Alarm Installer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Asbestos Abatement (See Laborers)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Carpenter, can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Cement Mason (Can also include Laborers)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Fence Erector (See Laborers) no steel/iron (See Iron Workers) steel-iron	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Flag Person (See Laborers)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Floor Coverer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Highway Striper (See Laborers)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier, (See Laborers) includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iron Worker, can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Laborer, can also include cement mason and does include asbestos abatement, hod carrier – brick mason tender, hod carrier - plaster tender, fence erector (non-steel/iron), flag person, highway stripier and traffic barrier erector	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Lubrication and Service Engineer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mason, can also include cement plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Millwright	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment), surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Pile Driver (non-equipment)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plasterer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker, can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

EXHIBIT O-2

Soils and Materials Tester, includes certified soil tester	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Surveyor (non-licensed)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Taper	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Tile/Terrazzo Worker/Marble Mason	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Traffic Barrier Erector (See Laborers)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other:	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within ten (10) calendar days of the change.

Signed: _____ Date: _____

Name and Title:

EXHIBIT O-2

Governor's Office of Workforce Innovation REQUEST FOR NEVADA REGISTERED APPRENTICE VERIFICATION (OWINN)

Main Phone # 702-486-8080

When completed, email to:

NVApprenticeship@gov.nv.gov



Name of requesting contractor/awarding body/organization:	
Name and title of person requesting this verification:	
Contact phone # of person requesting this verification:	
Email address of person requesting this verification:	
Date this request was submitted to OWINN:	
Additional information regarding current Public Works projects for requester: (for example, project owner(s), PWP/contract #(s), project name(s), etc.)	

*APPRENTICE NAME (First, Last)	RAPIDS ID #	OCCUPATION	APPRENTICESHIP PROGRAM (for example, Local 12)
Additional information regarding apprentice(s): (for example, apprentice status, wage %, etc.)			

*Apprentices only need to be verified once per year/per contractor, and once approved, can be used for multiple Public Works.

Note: The Requesting Contractor/Awarding Body/Organization certifies and assures the information above is true and correct. It also acknowledges that Journeymen wages must be paid for time worked during canceled or suspended time periods or when required ratios are not met. Furthermore, the OWINN office will not process this Apprentice Verification request unless this form is signed, and ALL FIELDS are completed.

Signed: _____
 Date: _____ Name/Title: _____

FOR OWINN USE ONLY

Date Received: _____

Occupation	Initial Ratio		Ratio Thereafter	
	Apprentice(s)	per Journeymen	Apprentice(s)	p Journeymen
	_____ / _____	_____	_____ / _____	_____
	_____ / _____	_____	_____ / _____	_____

OWINN Verified by: _____ Date: __

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
EXHIBIT P**

Request for Waiver

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

CONTRACTOR SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR

Bid No/Title: _____ PWP# _____
Awarding Body Name: _____
Contact Person/Title: _____
Address: _____, Nevada _____
Phone: _____ Fax: _____ E-mail: _____

Contractor/Subcontractor: _____
Contact/Title: _____ Contractor License Number: _____
Address: _____, Nevada _____
Phone: _____ Fax: _____ E-mail: _____

No waivers needed for this contractor/subcontractor in any crafts/trades.

Stop here, sign and date below.

Please check the box for the reason for a Waiver Request and attach supporting documentation/evidence:

Waiver needed for the following craft(s)/trade(s) _____

as there are no Apprentices available from an Apprenticeship Program within Clark County as recognized by the State Apprenticeship Council. Documentation must be attached.

Waiver needed for the following craft(s)/trade(s) _____

as the contractor/subcontractor listed above requested Apprentices from a registered Apprenticeship Program and the request has been denied or not approved within 5 business days. Documentation/dated request must be attached.

Waiver needed for the following craft(s)/trade(s) _____

as the contractor/subcontractor is required to perform uniquely complex or hazardous tasks on the project, as described here, that require the skill and expertise of a journeyman. Documentation that the corresponding Apprenticeship Program does not provide Apprentices must be attached. _____

Contractor/Subcontractor

Date Submitted
to Awarding Body

*Signature of Authorized Representative:

**By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.*

EXHIBIT Q SCHEDULE OF VALUES

CONTRACTOR SHALL INDICATE THE TOTAL AMOUNT FOR THE ITEMS SPECIFIED BELOW. THIS LIST SHALL NOT BE CONSIDERED ENTIRELY INCLUSIVE. CONTRACTOR 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	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	\$
02	PERMITS AND FEES (if required)	\$
03	METALS	\$
04	WOOD, PLASTICS, AND COMPOSITES	\$
05	THERMAL AND MOISTURE PROTECTION	\$
06	FINISHES	\$
07	SPECIALTIES	\$
08	MILLWORK	\$
09	PLUMBING	\$
10	ICRA COMPLIANCE MEASURES	\$
		\$
		\$
	TOTAL BID AMOUNT	\$
	ADD ALTERNATIVES	
01		\$
02		\$
03		\$
04		\$
	ADD ALTERNATES AMOUNT	\$
	GRAND TOTAL BID AMOUNT	\$

PLEASE PHOTOCOPY THIS FORM SHOULD ADDITIONAL SPACES BE REQUIRED

This Schedule of Values for the various portions of the work, aggregating the Contract Sum, shall be divided to facilitate payments to CONTRACTOR in accordance with the Contract Documents.

Legal Name of Firm as it would appear on Contract

Nevada State Contractor's License Number

Address including City, State and Zip Code

Authorized Signature

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

Issue: Receive Refresher Education	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive refresher education regarding Open Meeting Law from James Conway, Assistant General Counsel; and take any action deemed appropriate. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
November 15, 2023

Agenda Item #

10

Governing Board Education
The Open Meeting Law

Presented by
James Conway, Esq.
Assistant General Counsel

Governing Board Meeting
November 15, 2023

NRS Chapter 241 - Open Meeting Law

- The intent of Nevada's Open Meeting Law is that the actions of a public body be taken openly and that the public body's deliberations be conducted openly.
- If the public body consists of elected officials, then a public meeting may be held by use of a remote technology system as long as a physical location is designated for members of the public to attend and participate.
- If the public body consists of officials who are **not** elected, then a public meeting may be held with a remote technology system and without a physical location, as long as the public can attend via the remote technology system, participate via telephone, and other requirements are met.

NRS Chapter 241 - Open Meeting Law, cont'd.

- Under certain circumstances, a subcommittee or working group of a public body must comply with the provisions of the Open Meeting Law.
- A member of a public body may be found guilty of a misdemeanor and subject to an administrative fine if the member:
 - (1) attends a meeting where any violation of the Open Meeting Law occurs;
 - (2) has knowledge of the violation; and
 - (3) participates in the violation.
- ***However***, no criminal penalty or administrative fine may be imposed on the member of the public body if the violation was the result of legal advice provided by an attorney employed or retained by the public body.

NRS Chapter 241 - Open Meeting Law, cont'd.

- The 2023 Nevada Legislative Session resulted in revisions to NRS Chapter 241 through the passage of two (2) Assembly Bills.
- The first Bill, effective July 1, 2023, is **Assembly Bill 219**. This Bill reorganized existing language regarding public comment at open meetings by creating a new stand-alone section in NRS Chapter 241 that provides more clarity.
- The Bill also created new language for public meetings that will last for more than one (1) calendar day. In such a scenario, public comment must be permitted at the beginning of each day's meeting before action may be taken on an item that same day.
- Public comment must also be permitted before the recess or adjournment of each day's meeting.

NRS Chapter 241 - Open Meeting Law, cont'd.

- Assembly Bill 219 also addressed when a public body without elected officials holds a public meeting via a remote technology system without a physical location for the general public to attend and participate.
- For these types of meetings, the agenda must now include clear and complete instructions with a telephone number and meeting access codes for the general public to call in and provide public comment.
- This new requirement is in addition to the existing requirements for remote meetings such as a remote technology system that the public can utilize to hear and observe the meeting, participation in the meeting via telephone, live public comment or authorized prerecorded public comment, and other requirements.

NRS Chapter 241 - Open Meeting Law, cont'd.

- The second Bill, also effective July 1, 2023, is Assembly Bill 52.
- Among other things, Assembly Bill 52 made technical, non-substantive changes by reorganizing the definition of a public meeting to make clear that a “meeting” requires a quorum **and either** (1) the members deliberate toward a decision, **or** (2) take action on a matter over which the public body has supervision, control, jurisdiction or advisory power.
- Assembly Bill 52 also makes it clear that nonvoting members of a non-elected public body are **not** counted for the purposes of determining whether there is a quorum of the public body present at the meeting. The Open Meeting Law previously had been statutorily silent on this issue.

NRS Chapter 241 - Open Meeting Law, cont'd.

- In addition, Assembly Bill 52 specifies that if a vacancy occurs in the voting membership of a non-elected public body, the necessary quorum and number of votes necessary to take an action is reduced as though the voting membership does not include the vacancy.
- The Bill also revised the manner of notice and deadlines of notice to those individuals who are subject to an “administrative action” as well as those individuals whose “character, alleged misconduct, professional competence, or physical or mental health” will be considered by the public body at a public meeting.
- Assembly Bill 52 created a statutory definition for an “administrative action against a person”, which is essentially “[a]n action that is uniquely personal to the person and includes...the potential for a negative change in circumstances to the person.”

QUESTIONS?

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

Issue: Report from the Governing Board Human Resources and Executive Compensation Committee	Back-up:
Petitioner: Mason Van Houweling, 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 November Governing Board Human Resources and Executive Compensation Committee meeting.

Cleared for Agenda
November 15, 2023

Agenda Item #

11

**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 November 8, 2023 Governing Board Audit and Finance Committee meeting.

Cleared for Agenda
November 15, 2023

Agenda Item #

12

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

Issue: Kirk Kerkorian School of Medicine Dean’s Update	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
<p>Recommendation:</p> <p>That the Governing Board receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. <i>(For possible action)</i></p>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Dr. Marc Kahn, Dean of the Kirk Kerkorian School of Medicine at UNLV.

Cleared for Agenda
November 15, 2023

Agenda Item #

13

**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, University Medical Center of Southern Nevada.

Cleared for Agenda
November 15, 2023

Agenda Item #

14

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

Issue: Recommend Reappointment of Board Members	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
<p>Recommendation:</p> <p style="text-align: center;">That the Governing Board consider and forward for to the Board of County Commissioners, also sitting as the Board of Hospital Trustees, three individuals for appointment to the UMC Governing Board for a three-year term commencing on January 1, 2024 from the following list of interested individuals: Mary Lynn Palenik (Current Member), Dr. Donald Mackay (Current Member) and Jeff Ellis (Current Member), whose terms expire on December 31, 2023; and take any action deemed appropriate. <i>(For possible action)</i></p>	

FISCAL IMPACT:

None

BACKGROUND:

The Clark County Board of Commissioners, acting in its capacity as the UMC Board of Hospital Trustees enacted Clark County Ordinance No. 4145, establishing the UMC Governing Board. In accordance with the Ordinance, on December 7, 2013 the Board of Hospital Trustees approved and appointed a slate of nine members to the Governing Board. On July 21, 2020, the Clark County Ordinance was amended as Clark County Ordinance No. 4792.

As dictated by Ordinance and Governing Board Bylaws, “Members shall be selected by a majority vote of the Board of Hospital Trustees at a duly noticed public meeting, and shall serve terms of three years and may succeed themselves. The Governing Board shall, by a majority vote, submit recommendations for replacements to the Governing Board when a term has expired or a Board position has otherwise become vacant.”

The following three Governing Board members’ terms expire on December 31, 2023: Mary Lynn Palenik, Dr. Donald Mackay and Jeff Ellis. All are eligible for reappointment and have confirmed their interest to continue serving.

Cleared for Agenda
November 15, 2023

Agenda Item #

15

Jeffrey R. Ellis
7379 Kayvani Ct.
Las Vegas, NV 89117
702-869-6107

PROFESSIONAL EXPERIENCE

MGM Resorts International
Vice President and CFO HRSS
Las Vegas, Nevada

2000 to Present

Position responsibilities include overall financial control and direction of employee benefits, self funded health plan and retirement programs for a 60,000 employee gaming corporation. Current responsibilities include financial oversight of the combined self funded health plan and fully insured HMO and all ancillary products. Annual spend in excess of \$150 million non-union.

- Developed new health plan option that delivers enhanced patient experience, improved physician reimbursement and required employee and dependent health status improvement.
- Implemented Hospitalist program to reduced LOS and improve quality
- Annual Health Insurance year over year increases under 5% past 5 years
- Board member for local Health Care Coalition lead negotiator for local hospital contracts covering 300, 000 members
- Board Member Health Insight a non for profit quality improvement organization
- Financial representative for all union contract negotiations
- Designed and implemented wellness and culture of health programs

PARTNERS National Health Plans of Indiana, Inc.
Chief Financial Officer
South Bend, Indiana

1999 to 2000

PARTNERS is a provider owned HMO with service areas in Northern Indiana, a member base of 100,000 in a variety of product lines with revenues in excess of \$100 million and 150 employees. Responsibilities include oversight of all financial operations, capital planning and long term strategic initiatives.

- Developed capital contribution plan to meet new risk based capital requirements
- Developed specialist capitation program for major IPAs

- Revised investment portfolio and increased annual yield by 20%
- Created utilization reports for PCPs and Specialists identifying high cost items
- Recommended changes in benefit structure and reduced overall per member cost

TOTAL PHYSICIAN SERVICES, Inc.
Chief Financial Officer
Boca Raton, Florida

1997 - 1998

TPS is a disease management company that specializes in the treatment of patients with HIV. TPS manages a network of 35 physicians, has extensive research programs and a specialty laboratory. Company closed by equity investors. Company had gross revenue of \$35 million and 110 employees. Responsibilities included financial oversight of all company divisions, future acquisition negotiation and analysis, investor relations and physician relations. Functioned as Regional Operations Officer for Florida division.

- Secured \$15 million of new venture capital equity financing
- Improved financial performance in Florida from \$2 million loss to break-even
- Negotiated a \$5 million accounts receivable line of credit
- Negotiated a \$7 million affiliation agreement with our largest division
- Reduced Accounts Receivable days outstanding by 15%
- Established MIS strategic initiative
- Established operating procedures for management of a new IPA
- Developed reporting package for managed physician groups

PRIME HOLDINGS, INC.
Chief Financial Officer
Las Vegas, Nevada

1995 – 1997

Prime Holdings Inc. a health care organization that offered a variety of managed care products. The company included an HMO, a self-funded PPO with claims processing, utilization review, an occupational health division and three urgent care centers. Company was acquired by Sierra Health Services. Company had a 200,000 member PPO; a 30,000 member HMO; gross revenues of \$40 million; total employee base of 250.

Responsibilities include accounting and financial functions, MIS, claims processing, member services, underwriting, regulatory compliance and clinic operations.

- Designed physician primary and specialist capitation contracts and risk pools.
- Developed all HMO systems including, capitation, provider payment and pricing model.

- Redesigned accounting closing procedures, reducing closing from 25 days to 10.
- Implemented capital and operating budgeting procedures and monitoring reports.
- Installed new clinic system to improve billing and reporting.
- Designed patient follow-up procedure to capture urgent care patients as repeat business.
- Negotiated physician and ancillary provider contracts.
- Installed new phone system and designed productivity and call monitoring reports.

CANCER TREATMENT CENTERS OF AMERICA, Inc
Chief Financial Officer
Arlington Heights, Illinois

1993 - 1995

Cancer Treatment Centers is a specialty provider of cancer care. Operations include four inpatient programs, three outpatient programs, professional corporations for physician activities and a home infusion company. Company had Gross Revenues of \$100 million and total employees of 600. Direct oversight responsibility for Accounting, Finance, Patient Accounting, MIS and Income Tax Departments.

- Involved in the development of a Managed Care Strategy and negotiations with third party payers.
- Designed outpatient clinic model for stand-alone treatment centers.
- Structured existing physician and clinic operations into an IPA.
- Restructured Accounting Department and improved monthly close by 5 working days.
- Recommended cost savings in employee benefits and staffing resulting in annual savings in excess of \$1.5 million.
- Member of re engineering team for patient care, patient charging and patient registration.
- Renegotiated a \$10 million line of credit with local bank.
- Established equipment leasing facility for new equipment purchases.
- Performed feasibility studies for implementation of bone marrow transplant program and radiation therapy program.

HEALTH CARE MANAGEMENT, INC.
Senior Vice President - Finance
Maywood, Illinois

1988 - 1993

Health Care Management, Inc., is a health care consulting firm that has a long-term contract with MEDCARE HMO, Inc., a mid-size HMO located in the Chicago area. Med Care HMO had Gross Revenues of \$60 million and 60,000 members in an HMO. Company had a total of 250 employees. Company sold to local competitor.

Responsible for the administration and control of Finance, MIS and Claims processing and underwriting rate setting, budgeting and customer service. Served as Chief Operating Officer for the HMO's subsidiary operations of outpatient clinics and IPA management; including physician recruitment, billing, medical records and utilization review. Participated in all contract

negotiations with hospitals, physicians and other medical vendors and established rate structures. Assisted in strategic planning and developed long-term financial and operational goals for the HMO and subsidiaries. Responsibilities included renegotiations of Public Aid contracts and State of Illinois filing requirements.

- Improved financial performance from \$2.1 million loss in 1988 to a \$1.8 million profit in 1990 through revenue enhancements and reductions in medical and administrative costs.
- Redesigned claims processing system and implemented auto pricing for 50% of claims volume, reducing claims processing time by two weeks.
- Established Claims Customer Service Department and enhanced response time to providers and members concerning unpaid claims.
- Developed a managed care proposal for the State of Illinois projecting an annual savings of \$300 million by increased use of an established managed care system for state employees and public aid recipients.
- Designed unique point-of-service product along with related Certificate of Insurance, which included a self insurance by-product.
- Achieved an average annual increase in Public Aid contract of 13% representing over \$3 million of additional annual revenue.
- Developed an MIS Steering Committee and determined short and long term goals and prioritized user request.
- Negotiated revolving line of credit with local banks for up to \$1 million.
- Designed outpatients billing system for fee-for-service Medicare and Medicaid patients.

MARY THOMPSON HOSPITAL

1986 - 1988

Chief Financial Officer

Chicago, Illinois

A 200 bed acute care hospital offering traditional community hospital services and an outpatient clinic network with two industrial medicine clinics. Company had Gross Revenues of \$45 million with 400 employees.

Responsibilities included administrative control of Finance, Patient Accounting, Materials Management, Outpatient Records Admitting and Data Processing including reimbursement, budgeting and cost accounting. I served as Chief Operating Officer for outpatient and industrial clinics including physician recruitment, marketing and construction programs. Directed physician relations and recruitment function and developed incentive programs for recruitment. Hospital Sold.

- Expanded the OB Department and increased number of births by 100%.
- Negotiated a \$1 million line of credit with local bank.
- Reduced general and administrative expenses by \$1.2 million annually.
- Negotiated a new Public Aid contract for hospital services achieving an increase of 25%.
- Negotiated the sale of the hospital to a local hospital chain and implemented an orderly

closure of the facility.

ST. MARY MEDICAL CENTER
Controller
Gary, Indiana

1984 - 1986

A 500 bed multi-location, acute care facility located in Northwest Indiana. I was responsible for preparation of annual reports, operating and capital budgets. Performed internal control reviews for general accounting and patient accounting departments. I was responsible for selection and implementation of cost accounting system. I served as a member of corporate committee responsible for selection of new computer systems for all member hospitals. I had direct responsibility for evaluation of third party reimbursement policies and procedures and contracts.

ARTHUR ANDERSEN & COMPANY
Experienced Senior
Chicago, Illinois

1979 - 1984

Responsibilities included planning, administering and supervising audits of large, medium and small clients in the health care industry, including preparation and review of cost reports for hospitals and reports concerning evaluation of internal controls. Reviewed and evaluated Business Office controls, policies and procedures and prepared recommendations to management.

EDUCATION / PROFESSIONAL DEVELOPMENT

BS Accounting, Valparaiso University, Valparaiso, Indiana, 1979, with honors
CPA Certification, Indiana, November 1983

Attended numerous audit, SEC, tax, MIS and industry competence schools administered by Arthur Anderson & Company, HFMA, GHAA and other associations training seminars.

PROFESSIONAL ASSOCIATIONS

Healthcare Financial Management Association
American Institute of Certified Public Accountants
Indiana Society of Certified Public Accountants

CURRICULUM VITAE

DONALD R. MACKAY, M.D.

SPECIALTY:

ORTHOPAEDIC SURGERY

EDUCATION:

MARQUETTE UNIVERSITY

MILWAUKEE, WISCONSIN

BACHELOR OF SCIENCE, BIOLOGY

1962-1966

MEDICAL COLLEGE OF WISCONSIN

MILWAUKEE, WISCONSIN

DOCTOR OF MEDICINE

1966-1970

TRAINING:

ST. MARY'S MEDICAL CENTER

LONG BEACH, CALIFORNIA

ROTATING INTERNSHIP

7/01/70-6/30/71

KERN MEDICAL CENTER

BAKERSFIELD, CALIFORNIA

GENERAL SURGERY RESIDENCY

7/01/71-10/31/71

ST. MARY'S MEDICAL CENTER

LONG BEACH, CALIFORNIA

EMERGENCY ROOM STAFF PHYSICIAN

11/01/71-6/30/72

LONG BEACH MEMORIAL MEDICAL CENTER

LONG BEACH, CALIFORNIA

GENERAL SURGERY RESIDENCY

7/01/72-6/30/73

ORTHOPAEDIC HOSPITAL

LOS ANGELES, CALIFORNIA

ORTHOPAEDIC SURGERY RESIDENCY

7/01/73-11/03/73

EL MONTE MEDICAL CENTER

EL MONTE, CALIFORNIA

GENERAL PRACTICE AND EMERGENCY
ROOM STAFF PHYSICIAN

11/04/73-4/30/74

MARICOPA MEDICAL CENTER

PHOENIX, ARIZONA

ORTHOPAEDIC SURGERY RESIDENCY

7/01/74-6/30/77

PROFESSIONAL EXPERIENCE;

PRIVATE PRACTICE, LAKE HAVASU CITY, ARIZONA	7/01/77-12/31/78
PRIVATE PRACTICE, LAS VEGAS, NEVADA	4/01/79-12/21/06
CO-FOUNDER, ORTHOPAEDIC SPECIALISTS OF NEVADA	1987
RETIRED FROM ACTIVE ORTHOPAEDIC PRACTICE	12/21/06

FORMER HOSPITAL PRIVILEGES:

UNIVERSITY MEDICAL CENTER, VALLEY HOSPITAL, SUNRISE HOSPITAL,
SUMMERLIN HOSPITAL, MOUNTAINVIEW HOSPITAL, NORTH VISTA
HOSPITAL, DESERT SPRINGS HOSPITAL

LICENSURE:

STATE OF NEVADA	#3659 ACTIVE
STATE OF CALIFORNIA	#G21071 INACTIVE

PROFESSIONAL ORGANIZATIONS:

AMERICAN BOARD OF ORTHOPAEDIC SURGEONS, CERTIFIED, 1978
AMERICAN ACADEMY OF ORTHOPAEDIC SURGEONS, FELLOW SINCE 1978,
EMERITUS STATUS
BOARD OF COUNCILORS, AMERICAN ACADEMY OF ORTHOPAEDIC SURGEONS,
1991-1997 (ADVISORY BOARD)
NEVADA ORTHOPAEDIC SOCIETY, PRESIDENT, 1998-2000
NORTH AMERICAN SPINE SOCIETY, FORMER MEMBER
AO SPINE, FORMER MEMBER
NEVADA HOSPITAL ASSOCIATION TRUSTEE, 2020

GENERAL INFORMATION:

RESIDENT OF LAS VEGAS, NEVADA SINCE JANUARY 1979
NEVADA TRUST COMPANY, FORMER BOARD MEMBER
SOUTHWEST USA BANK, FORMER BOARD MEMBER
BOYS AND GIRLS CLUB OF SOUTHERN NEVADA, FORMER AFFILIATED PHYSICIAN

DONALD R. MACKAY, M.D.

Contact

ml.palenik@yahoo.com

www.linkedin.com/in/mary-lynn-palenik-29ba558 (LinkedIn)

Top Skills

Project Management
Executive Management
Strategy

Certifications

Certified Internal Auditor (CIA)
Professional Educator License -
Secondary Education
Project Management Professional
(PMP)®
Portfolio Management Professional
(PfMP)®

Honors-Awards

Top Tech Exec Award 2016
Great Women of Gaming
Southern Nevada Women of
Distinction Finalist 2020

Publications

Publications catalog
Industry Insights
PwC Global Gaming Outlook to 2015
Speech catalog
Gaming Legend Profile: An Interview
with Sheldon Adelson

Mary Lynn Palenik

MAEd., BA, CIA, PfMP, PMP Global Gaming Executive
Las Vegas Metropolitan Area

Summary

Executive with proven success delivering year-over-year revenue growth, cost efficiencies and management effectiveness, customer service excellence and the achievement of business growth goals and objectives. Uniquely qualified to bring core research and analysis expertise to functions enabling strategic thinking and timely decision-making. Extensive experience in the ground-up development of functions, teams, strategic architectures, short-term plans, and long-range strategies. Performance driver of transformation, change, and project and portfolio management. Communications and marketing expert creating brand and product awareness. Author of product, company and board collateral, custom thought leadership, gaming industry research and white paper publications. Motivated and led large and global teams with P&L management in excess of \$350M.

Experience

Aristocrat

General Manager, Vice President Enterprise Project Management
Office and Operations

January 2017 - Present (3 years 11 months)

Las Vegas, Nevada, United States

Responsible for influencing the company's way-of-working and delivering execution excellence. Oversee strategic initiatives and complex projects across our business units domestically and globally in sales and marketing, supply chain and manufacturing, operations, and technology and leader over the company's real estate design and development projects.

University Medical Center of Southern Nevada (UMC)

Governing Board Member

May 2017 - Present (3 years 7 months)

Las Vegas, Nevada

Selected by the Clark County Commission to serve on UMC's Governing Board to provide oversight of the hospital, ensuring it remains a vital resource

in the Southern Nevada community. Member of the Audit and Finance Committee, Strategic Planning Committee, and Pediatric Sub-Committee.

University of Phoenix
Advisory Board Member
October 2020 - Present (2 months)
College of Doctoral Studies

Caesars Entertainment Corporation
Vice President
March 2015 - January 2017 (1 year 11 months)
Las Vegas, Nevada
Vice President, Office of Strategy and Planning

Led, designed, and developed the Office of Strategy and Planning to drive execution over the company's highest priority initiatives incorporating continuous process improvement discipline and change management rigor through communications plans, and the development of policies, procedures, and standards. Author of plans, strategies, and near-term playbooks.

Vice President, Project Management Office and Shared Services

Responsible for the ground-up development of the company's Project Management Office and Shared Services functions including financial planning and analysis, regulatory compliance, internal controls, audit, software licensing, and risk management. Led a 75+ member team to execute delivery of the enterprise's project portfolio over marketing, front-of-house, back-of-house, infrastructure and construction, with oversight of the department's P&L with combined value in excess of \$650M. Drove operational alignment with the business units and the company's strategic architecture resulting in operating efficiencies and effectiveness.

PwC
Director, Advisory Services
October 1997 - March 2015 (17 years 6 months)
Las Vegas, Nevada

Director, Advisory Services – Tech, Info-Comm, Entertainment (TICE) Sector

Led delivery of advisory services to the gaming, hospitality, entertainment, and tourism industries. Delivered client engagements focused on analytics

and business insights, mergers and acquisitions strategies and integrations, operational and financial effectiveness competencies, and marketing plans and strategies. Acquired and maintained large multi-site national and international accounts, and developed new products and services tailored to anticipate market trends and changing competitive needs of clients.

Director, Business Assurance Services - Development, Research and Analysis

Leader in the firm's Assurance and Business Advisory Services group, creating the development, research and analysis function, providing gaming and hospitality industry research and analysis consulting services to audit and advisory clients, while leading business development initiatives. Editor-in-Chief and author of the firm's annual Global Gaming Outlook, a sought-after research publication with industry forecasts relied upon by all major gaming industry executives.

Circus Circus Enterprises (Mandalay Resort Group)

Manager, Project Management Office; Corporate Development

1995 - 1997 (2 years)

Las Vegas, Nevada

Developed the company's first IT project management function, and led project planning, analysis and execution of the corporate-wide IT strategy. Led the project management function for the pre-opening phase of a \$630M Las Vegas casino resort.

Financial Analysis; Corporate Development

Responsible for supporting the CEO's strategic development initiatives in existing, new, and expanding jurisdictions through targeted research and analytic assessments.

Education

University of Phoenix

Master's Degree, Education, Curriculum and Instruction · (2004 - 2005)

St. Joseph's Calumet College

BA, Communications, Speech, and Secondary Education

Valparaiso University

Graduate studies

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

Issue: Determine future meeting dates and times through calendar year 2024	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
<p>Recommendation:</p> <p>That the Governing Board determine future meeting dates and times through calendar year 2024; and take any action deemed appropriate. <i>(For possible action)</i></p>	

FISCAL IMPACT:

None

BACKGROUND:

Determine future meeting dates and times of the UMCSN Governing Board and Committees through calendar year 2024 and direct staff accordingly. These dates are subject to change.

Cleared for Agenda
November 15, 2023

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2024 Governing Board - 2:00 PM WEDNESDAYS

Wednesday, January 31
Wednesday, February 28
Wednesday, March 27
Wednesday, April 24
Wednesday, May 29
Wednesday, June 26
Wednesday, July 31
Wednesday, August 28
Wednesday, September 25
Wednesday, October 30
Wednesday, November 13
Wednesday, December 11

1. John O'Reilly – Chair
2. Dr. Mackay – Vice Chair
3. Chris Haase
4. Robyn Caspersen
5. Jeff Ellis
6. Renee Franklin
7. Laura Lopez-Hobbs
8. Harry Hagerty
9. Mary Lynn Palenik
10. Non-Voting – Steven Weitman

2024 Audit and Finance - 2:00 PM WEDNESDAYS

Wednesday, January 24
Wednesday, February 21
Wednesday, March 20
Wednesday, April 17
Wednesday, May 22
Wednesday, June 19
Wednesday, July 24
Wednesday, August 21
Wednesday, September 18
Wednesday, October 23
Wednesday, November 6
Wednesday, December 4

1. Robyn Caspersen – Chair
2. Harry Hagerty
3. Jeff Ellis
4. Dr. Mackay
5. Chris Haase
6. Mary Lynn Palenik

2024 STRATEGIC PLANNING

9:00 AM THURSDAYS

Thursday, February 1
Thursday, April 4
Thursday, June 6
Thursday, August 1
Thursday, October 3
Thursday, December 5

- Harry Hagerty – Chair
- Robyn Caspersen
- Dr. Mackay
- Renee Franklin
- Chris Haase
- Mary Lynn Palenik

2024 CLINICAL QUALITY AND PROFESSIONAL AFFAIRS

2:00 PM MONDAYS

Monday, February 5
Monday, April 1
Monday, June 3
Monday, August 5
Monday, October 7
Monday, December 2

- Dr. Mackay – Chair
- Renee Franklin
- Laura Lopez-Hobbs
- Jeff Ellis
- Non-Voting – Steven Weitman

2024 HUMAN RESOURCES AND EXECUTIVE COMPENSATION

2:00 PM Mondays

Monday, January 22
Monday, March 18
Monday, May 20
Monday, July 15
Monday, September 16
Monday, November 18

- Jeff Ellis – Chair
- Renee Franklin
- Laura Lopez-Hobbs

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

Issue: Emerging Issues	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board identifies 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.

Cleared for Agenda
November 15, 2023

Agenda Item #

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

Issue: Closed Door Session	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board go into closed session, pursuant to NRS 241.015(3)(b)(2), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
November 15, 2023

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