



# UMC Governing Board Meeting

Wednesday, January 25, 2023 2:00 pm

Delta Point Building - Emerald Suite - 1st Floor

## **AGENDA**

### **University Medical Center of Southern Nevada GOVERNING BOARD**

January 25, 2023, 2:00 p.m.

901 Rancho Lane, Las Vegas, Nevada

Delta Point Building, Emerald Conference Room (5<sup>th</sup> Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, January 25, 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 December 14, 2022. (Available at University Medical Center, Administrative Office) (For possible action)**

#### **3. Approval of Agenda. (For possible action)**

## SECTION 2: CONSENT ITEMS

4. Approve the December 2022 and January 2023 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on December 27, 2022 and January 24, 2023; and take action as deemed appropriate. *(For possible action)*
5. Approve and authorize the Chief Executive Officer to sign the Hospital Participation Agreement for Managed Care Services with Prominence HealthFirst; or take action as deemed appropriate. *(For possible action)*
6. Approve and authorize the Chief Executive Officer to sign the First Amendment to Provider Services Agreement with Molina Healthcare of Nevada, Inc.; or take action as deemed appropriate. *(For possible action)*
7. Approve and authorize the Chief Executive Officer to sign the Amendment to Preferred Provider Agreement with Culinary Health Fund Administrative Services, LLC; and take action as deemed appropriate. *(For possible action)*
8. Approve and authorize the Chief Executive Officer to sign the Provider Agreement with Alireza Farabi, M.D., P.C. for Professional Services; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*
9. Ratify the Professional Services Agreement for Cardiovascular Anesthesiology On-Call Coverage with Fielden, Hanson, Isaacs, Miyada, Robison, Yeh, Ltd. d/b/a USAP-Nevada; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*
10. Approve and authorize the Chief Executive Officer to sign the Second Amendment to Agreement for Promotion, Advertising, & Marketing Services with RR/CRR Holdings dba B&P Advertising; or take action as deemed appropriate. *(For possible action)*
11. Approve and authorize the Chief Executive Officer to sign the Agreement for 340B Recovery Services with Cloudmed Solutions, LLC; or take action as deemed appropriate. *(For possible action)*
12. Approve and authorize the Chief Executive Officer to sign the First Amendment to Acknowledgement Form with Laboratory Corporation of America Holding and its Subsidiaries for reference laboratory testing service; authorize the Chief Executive Officer to execute future Amendments within his delegation of authority; or take action as deemed appropriate. *(For possible action)*
13. Approve and authorize the Chief Executive Officer to sign the Master Service Agreement with Encompass Studio for Architectural Design and Documentation Services; or take action as deemed appropriate. *(For possible action)*
14. Approve and authorize the Chief Executive Officer to sign the Professional Service Agreement with EV&A Architects for Trauma 4 & 5 Patient Room Design; or take action as deemed appropriate. *(For possible action)*
15. Approve and authorize the Chief Executive Officer to sign the Amendment Two to Professional Service Agreement for Architectural Design of UMC's exterior campus

façade with Brad Henry Friedmutter & Associates, Ltd. d/b/a Friedmutter Group; or take action as deemed appropriate. *(For possible action)*

16. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Guaranteed Maximum Price Amendment for RFP No. 2022-02 ReVITALize UMC Façade Project with Martin-Harris Construction, LLC for construction services as the Construction Manager at Risk; authorize the Chief Executive Officer to exercise amendments and necessary change orders within the not-to-exceed amount of this Project; or take action as deemed appropriate. *(For possible action)*
17. Award Bid No. 2022-11, West Loading Dock Remodel, to Monument Construction, the lowest responsive and responsible bidder; authorize the Chief Executive Officer to exercise any Change Orders within his delegation of authority; or take action as deemed appropriate. *(For possible action)*
18. Approve and authorize the Chief Executive Officer to sign the First Amendment to Coding Services Agreement with Medovent Solutions; authorize the Chief Executive Officer to exercise any future Amendments within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*
19. Approve and authorize the Chief Executive Officer to sign the Agreement with Steris Corporation for Surgical Lights and Equipment Booms; authorize the Chief Executive Officer to exercise any future Amendments within his delegated authority; or take action as deemed appropriate. *(For possible action)*
20. Approve and authorize the Chief Executive Officer to sign the Service Order Agreement for Network Infrastructure Equipment with Switch; or take action as deemed appropriate. *(For possible action)*

### **SECTION 3: BUSINESS ITEMS**

21. Receive a presentation from Shana Tello, UMC Academic and External Affairs Administrator, regarding the upcoming legislative session; and direct staff accordingly. *(For possible action)*
22. Review and discuss the potential topics for the Governing Board 2023 Action Plan calendar; and take any action deemed appropriate. *(For possible action)*
23. Receive a report from the Governing Board Human Resource and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*
24. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*
25. Receive the monthly financial report for November and December FY23; and take any action deemed appropriate. *(For possible action)*
26. Receive an update from the Dean of the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*



27. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*
28. Review and accept the standing committee assignments for the calendar year 2023; and take any action deemed appropriate. *(For possible action)*

#### **SECTION 4: EMERGING ISSUES**

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

#### **COMMENTS BY THE GENERAL PUBLIC**

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

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

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

THE BOARD MEETING ROOM IS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. WITH TWENTY-FOUR (24) HOUR ADVANCE REQUEST, A SIGN LANGUAGE INTERPRETER MAY BE MADE AVAILABLE (PHONE: 702-765-7949).

**University Medical Center of Southern Nevada  
Governing Board Meeting  
December 14, 2022**

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ProVidence Conference Room  
UMC Trauma Building (5<sup>th</sup> Floor)  
800 Hope Place,  
Las Vegas, Clark County, Nevada  
Wednesday, December 14, 2022  
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 2:05 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  
Donald Mackay, M.D., Vice-Chair  
Laura Lopez-Hobbs  
Renee Franklin  
Harry Hagerty  
Chris Haase (via Webex)  
Mary Lynn Palenik (via WebEx)  
Jeff Ellis (via WebEx)

**Ex-Officio Members:**

**Present:**

Barbara Fraser, Ex-Officio  
Steven Weitman, Ex-Officio  
Dr. Meena Vohra, Chief of Staff  
Dr. Marc Kahn Dean UNLV

**Absent:**

Robyn Caspersen (Excused)

**Others Present:**

Mason Van Houweling, Chief Executive Officer  
Jennifer Wakem, Chief Financial Officer  
Maria Sexton, Chief Information Officer  
Luis Medina-Garcia, Medical Director Telehealth Program  
Susan Pitz, General Counsel  
Stephanie Ceccarelli, Board Secretary  
Ryan High, Executive Director of the Silver State Health Exchange

## **SECTION 1. OPENING CEREMONIES**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

### **ITEM NO. 1 PUBLIC COMMENT**

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

Speakers: None

### **ITEM NO. 2 Approval of Minutes of the meeting of the UMC Governing Board held on November 16, 2022. (Available at University Medical Center, Administrative Office) (For possible action)**

#### **FINAL ACTION:**

A motion was made by Member Mackay that the minutes be approved as recommended. Motion carried by unanimous vote. Member Palenik abstained, as she was not present at the last meeting.

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

#### **FINAL ACTION:**

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

## **SECTION 2: CONSENT ITEMS**

### **ITEM NO. 4 Approve the November 2022 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on November 22, 2022; and take action as deemed appropriate. (For possible action)**

#### **DOCUMENT(S) SUBMITTED:**

- Credentialing Activities

### **ITEM NO. 5 Approve the UMC Policy and Procedures Committee's activities from its meetings held on October 5, 2022 and November 2, 2022; and take action as deemed appropriate. (For possible action)**

#### **DOCUMENT(S) SUBMITTED:**

- Policies and Procedures – October 5, 2022
- Policies and Procedures – November 2, 2022

- ITEM NO. 6** Approve the M-Plan revisions as recommended by the Human Resources and Executive Compensation Committee; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- UMC Management Compensation Plan

- ITEM NO. 7** Accept the Fiscal Year 2022 Basic Financial Statements and Independent Auditor's Report from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Auditors Report – Audit Wrap-Up
- Basic Financial Statements

- ITEM NO. 8** Award RFP No. 2022-10 Promotion, Advertising, & Promotion to RR/CRR Holdings dba B&P Advertising; authorize the Chief Executive Officer to sign the RFP No. 2022-10 Service Agreement and exercise any extension options; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Promotion Advertising Marketing Agreement
- Disclosure of Ownership

- ITEM NO. 9** Approve and authorize the Chief Executive Officer to sign the agreements with Zunesis Inc. and Customer Storage, LLC for UMC's Compute & Storage project; authorize the Chief Executive Officer to exercise any extension options and execute future amendments within his yearly delegation or authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Quote 006679
- Quote 006680
- Quote 006681
- Quote 006682
- Quote 006683
- Quote 006816
- Quote 006817
- cStor - Migration Quote
- Zunesis Disclosure of Ownership
- cStor Disclosure of Ownership

- ITEM NO. 10** Approve and authorize the Chief Executive Officer to sign the Construction Service Agreement with Clark Welding & Fabricating for replacement and installation of UMC's Autoclave Sterilizer & Boiler; authorize the Chief Executive Officer to exercise any amendments/extension options; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Autoclave Boiler Agreement – Redacted
- Disclosure of Ownership

**ITEM NO. 11 Approve and authorize the Chief Executive Officer to sign the First Amendment to Hospital Services Agreement with Health Services Coalition; and take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED:

- First Amendment and Rate Schedule 11 - Redacted

**ITEM NO. 12 Approve and authorize the Chief Executive Officer to sign the Records Management and Storage Services Agreement with Iron Mountain Information Management, LLC; authorize the Chief Executive Officer to exercise any extension options within his delegated authority and execute future amendments; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED:

- Document Storage contract – Redacted
- Sourcing Letter
- Disclosure of Ownership

**ITEM NO. 13 Approve and authorize the Chief Executive Officer to sign the Professional Services Agreement for Pathology Clinical Coverage with Laboratory Medicine Consultants (“LMC”), Ltd.; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED:

- Professional Services Agreement

**ITEM NO. 14 Approve and authorize the Chief Executive Officer to sign the Agreement for Software Licensure and Hardware Products with Orthogrid Systems Inc.; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED:

- Agreement for Software Licensure and Hardware Products
- Disclosure of Ownership

**ITEM NO. 15 Ratify the Amendment A03 to Professional Services Agreement with Southern Nevada Health District for sub-recipient grant funding; authorize the Chief Executive Officer to execute any future amendments/extensions; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED:

- Amendment A03 to Professional Services Agreement

**ITEM NO. 16 Approve and authorize the Chief Executive Officer to sign the Vizient Data Connector Services Statement of Work with Vizient Inc.; authorize the Chief**

**Executive Officer to exercise any extension options/order forms within his delegation of authority; or take action as deemed appropriate. (For possible action)**

**DOCUMENT(S) SUBMITTED:**

- Data Connector Services SOW
- Disclosure of Ownership

**ITEM NO. 17 Receive a report on the emergency contract with W.W. Williams Company, LLC for Emergency Rental Generator and Repair Services; or take action as deemed appropriate. (For possible action)**

**DOCUMENT(S) SUBMITTED:**

- Services Agreement
- Disclosure of Ownership

**FINAL ACTION:**

A motion was made by Member Mackay that Consent Items 4-17 be approved as presented. Motion carried by unanimous vote.

**SECTION 3: BUSINESS ITEMS**

**ITEM NO. 18 Receive a presentation from Ryan High, Executive Director of the Silver State Health Exchange on the state of Nevada's Healthcare Insurance Exchange; and take any action deemed appropriate. (For possible action)**

**DOCUMENT(S) SUBMITTED:**

PowerPoint Presentation

**DISCUSSION:**

Mason Van Houweling, Chief Executive Officer, provided a brief introduction of Ryan High, Executive Director of the Silver State Health Exchange.

Mr. High reviewed the mission of the exchange for Nevadans and explained what the exchange is and what it does. The exchange is a state agency that operates the online marketplace, which is Nevada Health Link. It connects uninsured Nevadans with comprehensive health insurance coverage. Individuals may purchase ACA certified health and dental plans through the exchange. Nevadans can get access through the NevadaHealthLink.com website.

Plan year 2020 was Nevada Health Link's first Open enrollment as a state-based exchange and in 2022, there were over 101k Nevadans enrolling through Nevada Health Link, which was a 24% increase. Open enrollment for 2023 is from November 1, 2022 through January 15, 2023. A breakdown of the qualified health and dental plans was shown. Free enrollment assistance is available statewide through licensed enrollment professionals. A short video presentation was shown advertising Nevada Health Link.

Due to increasing health needs since 2021, the Inflation Reduction Act extended the expansion of the premium tax credits on ACA plans until 2025. This will allow many Nevadans, who were previously ineligible for financial assistance, to receive subsidies for the first time. The discussion continued regarding special enrollment periods and a list of qualifying life events was reviewed.

Lastly, Mr. High shared the actions Nevadans enrolled in Medicaid need to take to renew their coverage and not lose health insurance when the public health emergency ends. He emphasized the need to stay up to date on Medicaid changes and listed things to know when considering coverage through Nevada Health Link.

Member Fraser asked if anyone exceeds the income level cap, are they able to enroll in the program to receive subsidies. Mr. High responded that no Nevadan would pay more than 8.5% of their income in premiums in the county where they reside.

Chair O'Reilly, asked about the total of Federal subsidies that supports the program. Mr. High replied that there are no state funds received to support operations and he will provide supplemental follow-up information to the Board.

FINAL ACTION:

None

**ITEM NO. 19 Receive an update from Maria Sexton, UMC Chief Information Officer on technology updates; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

PowerPoint Presentation

DISCUSSION:

Maria Sexton, UMC CIO provided a technology update and recapped the status of the allocated FY22 and FY23 capital funding. To date for FY22, \$3.7 million has been allocated to address end of life technology, workstation refreshes, data backup systems, workstations on wheels, as well as Phase 1 of compute and storage infrastructure. For FY23, \$3.1 million in funding has been allocated for data network infrastructure refresh, WOW Phase 2, compute and storage infrastructure Phase 2 and enterprise wide fiber network upgrades.

Ms. Sexton was able to show the Workstation on Wheels.

Areas of focus over the next 12-18 months include customer experience upgrades to monitors and upgraded operating systems, clinician experience, UMC Online Care, telephone/unified communications, compute and storage and cyber security. UMC will also implement network segmentation to better protect high risk data and systems and expand single sign on capabilities.

Chair O'Reilly asked if the UMC system upgrades are coordinated with UNLV. There was continued discussion on this subject matter.

The Epic strategy over the same time period will be focused on the payer platform, patient experience, surgery and OR optimization, the nursing and provider experience.

Lastly, Ms. Sexton reviewed the cost savings opportunities that can be optimized in Epic. There was a brief discussion regarding modules that have not been implemented so far in Epic.

There was continued discussion regarding notetaking and documentation tools and upgrades to the data back-up software system.

FINAL ACTION:

None

**ITEM NO. 20 Review and discuss the Governing Board 2022 Action Plan, to include an informational update from Dr. Luis Medina-Garcia, Medical Director of Telemedicine Services, regarding Telehealth implementation; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

Dr. Luis Medina- Garcia, UMC Medical Director Telehealth Program, provided a high level overview of Telehealth at UMC.

UMC is moving traditional medicine into the present and future by creating a hybrid model with online care. Telehealth is the future of medicine and telemedicine is the right tool to get us to where we want to go. A diagram from the Canterbury Integrated Health System was shown that described how healthcare gets infused into the community. Dr. Medina emphasized how telemedicine brings the hospital system into the community, which strengthens our integrated health system. Data shows that there is a minimal number of individuals that needed in person follow up care after a telemedicine visit, which would improve access to care for patients and improve productivity for providers.

UMC is officially a member of the ATA Telemedicine Association. A slide comparing development of the program from June of 2022 and November 2022 was reviewed. There was improvement in program inputs by 1.2% and program structure by 5.2% and a decrease in provider engagement by 11%.

To date, there have been over 4,500 visitors to the site, with 98% customer satisfaction with the platform. Dr. Medina next reviewed the statistical data, operational updates, strategic next steps and technology strategies. New marketing campaigns and advertising efforts have been initiated; this has



resulted in an increase of enrollments during advertising campaigns and has exceeded benchmarks. There was 176% lift in enrollments and 91% lift in visits.

UMC is the only scalable academic medicine option in Southern Nevada. A comparison of the local competitor landscape was discussed. UMC Online Care has the ability to innovate due to investments in technology and partnership with UNLV. Relationships with government entities to assist in public health crises and population health management, as well as with local gaming entities, allows telehealth urgent care to be an available option to Las Vegas visitors and outlying areas in the state.

Lastly, Dr. Medina- Garcia shared opportunities for future developments. There was continued discussion regarding the opportunities for strategic growth and communication with patients.

FINAL ACTION:

None

**ITEM NO. 21 Receive an update a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

Member Hagerty provided a report on the meeting held on Thursday, December 1, 2022 at 9:00 am. There was a quorum in attendance. There was no public comment. The minutes and the agenda were both approved.

An update was provided on all service lines. Due to the limitations in availability of anesthesiologists, we are limited to 8 surgical rooms. Upgrades are taking place in operating rooms to improve technology in surgical suites. There was a review of general surgery market share, orthopedic market share improvements, revenue enhancements and technology updates. There was discussion regarding more efficiency in servicing patients and potential need for Cath lab expansion. He continued his report by providing market updates in ambulatory, pediatric services and women's services.

The UMC Orthopedic and Spine Institute opened on November 1<sup>st</sup> and 70 patients per day have been seen on average. The Aliante Primary Quick Care is planned to open in February.

The Committee next reviewed the strategic alignment between UMC and UNLV. There was discussion regarding oncology and strides to make UMC and UNLV Centers of Excellence in stroke care.

There were no emerging issues identified and no public comments. The Committee recessed into closed session and the meeting adjourned at 10:40 am.

FINAL ACTION:

None

**ITEM NO. 22 Receive an update a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

Member Mackay provided a report on the meeting held on Monday, December 5, 2022 at 3:03 pm. There was a quorum in attendance. There was no public comment. The minutes and the agenda were both approved.

Steve Weitman was welcomed as the new Ex-Officio member to the committee. He provided insight on the philosophy and protocols that have led to the success of properties in the hospitality industry.

An update was provided by Patty Scott on quality, safety, infection and regulatory issues. The Leapfrog Hospital Safety Grade from the fall of 2022 is a C grade for UMC, which is unchanged from the spring, however the numerical score has increased.

The Committee next reviewed all FY23 quality performance objectives. It was noted that the Joint Commission will survey the hospital in July of 2023. Regulatory survey activities by CMS and State of Nevada and departmental accreditation surveys were reviewed. Grievances and reported safety events were discussed. UMC Policies and Procedures Committee activities were approved.

There were no emerging issues identified and no public comments. The Committee recessed into closed session and the meeting adjourned at 3:41 p.m.

FINAL ACTION:

None

**ITEM NO. 23 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 Hagerty provided the Audit and Finance report on the meeting which was held on Wednesday, December 7, 2022 at 2:00pm. There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

The UMC fiscal year 2022 Audit and Financial statement and independent auditor's draft report was received from UMC's external auditor BDO, with no audit adjustments or significant findings and the report was an unmodified/clean opinion. Communication standards with BDO and internal control matters were discussed. The Single Audit of Federal Awards is expected to be complete early 2023. The audit objectives and scope of work performed were reviewed. Summary of results included audit practices, policies and estimates. There were no deficiencies or weaknesses reported. The report and financial statements were a part of today's consent agenda.

Next, there was a review of the October financials, YTD FY23 results and a CFO report was received. The November report were not available due to the early meeting date. Key financial statements, labor, liquidity and cash collections were discussed. Average length of stay has increased slightly.

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

There were no emerging issues, no public comment and the meeting adjourned at 3:12 PM.

FINAL ACTION:

None

**ITEM NO. 24 Receive the monthly financial report for October FY23; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

October FY22 Financials

DISCUSSION:

Ms. Wakem provided a summary of the monthly financial report for October FY23.

The key indicators for October were compared to prior year. Admissions were strong for the month and exceeded budget by 5.5%, which is a record high. The AADC continues to be high for the month and length of stay was also high. Hospital CMI was 1.73 and Medicare CMI was 1.82. Inpatient and outpatient surgeries were below budget, due to challenges with anesthesia. There were 11 transplants in the month. ER visits totaled 9,844, which was 9.29% over prior year; the key driver being pediatrics. Quick care and primary care volumes were significantly over budget. There were 133 deliveries in June.

The income statement for the month showed \$67.6 million in net revenue. Operating expenses were over budget \$3 million for October. Income from ops adding back depreciation and amortization showed earnings of approximately \$800K, which is below budget 75%, due to a drop in surgical cases. Year to date we are approximately \$4.5 million below budget.

Salaries, wages and benefits showed increase in salaries. Overtime has decreased and is being managed well. Contract labor was over budget 17.36%.

In all other expenses, purchase services was over budget by 7.67%. Utilities will continue to be high due to rate increases.

FINAL ACTION:

None

**ITEM NO. 25 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 on the activities of the school.

The medical education building is open and a time will be arranged for the Board to tour the space. The planning stages for an ambulatory building and lab is being discussed. The Dean next reviewed some of the personnel changes that are taking place on at the school.

The university continues discussions about the build out of the Academic Health Center, with the goal of making it a world class academic health center that the community deserves. Plans regarding hematology/oncology and anesthesia residency program are also in discussions. The school has received state funding to begin a residency in rheumatology, with the goal of hiring 2 to 4.

FINAL ACTION:

None

**ITEM NO. 26 Receive an update from the Hospital CEO; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

CEO Update

DISCUSSION:

Mr. Van Houweling provided the following CEO updates:

- Capacity – There was 10% growth over last year in volumes. Cardiology has seen tremendous growth.
- RSV update – RSV cases have stabilized.
- Anesthesia – A meet and greet was hosted with incoming anesthesiologists and CRNAs. UMC is working closely with UNLV.
- UMC's Orthopedic and Spine Institute – Approximately 125 patients are seen per day.

- UMC Online Care
- General Medical Staff meeting – Thank you to those who were able to attend.
- The following items and local events were highlighted: VGK “Player for a Day”, Lights of Love, Canine Therapy and Pediatric Patient Burn Holiday Party
- UMC was named Best of Las Vegas in multiple categories this year and earned prestigious awards in the for:
  - Urgent Care/Walk-In Clinic
  - Place to Have a Baby
  - Hospital
  - Medical Practice
  - Pediatrician
- Lastly, UMC is close to doing its first pancreas transplant this month.

FINAL ACTION:

None

**ITEM NO. 27 Finalize the meeting dates for calendar year 2023 for the Governing Board and the Governing Board’s standing committees; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

2023 Calendar

DISCUSSION:

Chair O’Reilly stated that the meeting dates have been suggested and documented previously. The meetings dates for the Governing Board and the Committees were reconfirmed and there were no changes to the approved meeting schedules. Meeting dates are subject to change as needed with proper notice.

FINAL ACTION:

A motion was made by Member Hagerty to approve the meeting schedule change for the calendar year 2023. Motion carried by unanimous vote.

**SECTION 4: EMERGING ISSUES**

**ITEM NO. 28 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. (For possible action)**

DISCUSSION:

1. January Committee assignments/reassignments.
2. Reminder to complete the Governing Board survey

Chair O’Reilly also welcomed suggestions from members in ways to improve the quality of the Board meetings.

FINAL ACTION:

None

**COMMENTS BY THE GENERAL PUBLIC:**

Comments from the general public were called.

Elizabeth Bolhouse, Las Vegas, NV resident, SEIU Chief Nursing Steward representing over 1,400 nursing and CNAs at UMC. Ms. Bolhouse is a 25 yr RN; 23 yrs here at UMC – Pediatric ICU Charge Nurse.

Ms. Bolhouse stated some issues that should be considered. The clinical staff are struggling. One issue is the staffing model (how many staff is on each unit) is reactive, not proactive. It seems with staffing, we are always behind the 8 ball. We cannot afford one nurse to be sick. If a nurse calls out, it is a serious issue. If we were staffed appropriately, it would not be such a traumatic event.

In May 2022, the Surgeon General advised of healthcare worker burn out. This issue is very real. Pediatric nurses are struggling with ratios of one nurse to six pediatric patients. One nurse for six ill kids is not appropriate. We cannot use parents as a relief to help us. Vacation time has been restricted, so we're not getting time to decompress. When people call out sick, it's a severe consequence, this means it is a knee jerk reaction. People get questioned outside of the normal HR due process.

Ms. Bolhouse spoke about positive outcomes that occur because of the dedication of the staff. The nurses and respiratory therapists caused the good outcomes, but the failed system has weaknesses.

Please reconsider the pediatric ratio of 1 to 6; that is when burnout increases. Happy holidays and I will probably be working here on overtime.

There being no further public comment, Chair O'Reilly closed the public comment section.

FINAL ACTION TAKEN:

None

There being no further business to come before the Board at this time, at the hour of 4:01 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**

**Petitioner:** Mason VanHouweling

**Recommendation:**

**That the Governing Board approve the December 2022 and January 2023 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on December 27, 2022 and January 24, 2023; and take action as deemed appropriate. (For possible action)**

**FISCAL IMPACT:**

None

**BACKGROUND:**

As per Medical Staff Bylaws, Credentialing actions will be approved by the Medical Executive Committee (MEC) and submitted to the Governing Board monthly. This action grants practitioners and Advanced Practice Professionals the authority to render care within UMC. At the December 15, 2022 and the January 19, 2023 meetings, these activities were reviewed by the Credentials Committee and recommended for approval by the MEC.

The MEC reviewed and approved these credentialing activities at the December 27, 2022 and the January 24, 2023 meetings.

Cleared for Agenda  
January 25, 2023

Agenda Item #

**4**

**DATE:** January 24, 2023

**TO:** Governing Board

**FROM:** Credentials Committee

**SUBJECT:** December 15, 2022 Credentialing Activities

**I. NEW BUSINESS**

**A. Medicine DOP Revisions**

**II. CREDENTIALS**

**A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES**

1	Bhatti	Muhammad	A	MD	12/15/2022-03/31/2024	Medicine/Cardiology	Heart Center of Nevada	Category 1
2	Campana	Mary	C	MD	12/15/2022-02/29/2024	Family Medicine	Platinum Hospitalists	Category 1
3	Gridley	Heather	R	MD	12/15/2022-01/31/2024	Pathology	Laboratory Consultants	Category 1
4	Hu	Anderson		DO	12/15/2022-05/31/2024	Anesthesiology	UMC Anesthesia	Category 1
5	Khan	Talha		MD	12/15/2022-10/31/2024	Ambulatory Care	UMC Quick Care	Category 1
6	Khine-Stickler	Mary	L	MD	12/15/2022-04/30/2024	Obstetrics and Gynecology	Desert Perinatal Associates	Category 1
7	Lally	James		MD	12/15/2022-08/31/2024	Medicine/Cardiology	Heart Center of Nevada	Category 1
8	Lee	Herman		DO	12/15/2022-12/31/2023	Emergency Medicine/Adult Emergency Medicine	Sound Physicians	Category 1
9	Mohamed	Ahmed	H	MD	12/15/2022-06/30/2024	Medicine/Internal Medicine	Pioneer Healthcare	Category 1
10	Pitotti	Christopher	J	MD	12/15/2022-11/30/2024	Emergency Medicine/Adult Emergency Medicine	Mike O'Callaghan Military Medical Center	Category 1
11	Schanda	Taylor		MD	12/15/2022-04/30/2024	Surgery/General Surgery	Mike O'Callaghan Military Medical Center	Category 1
12	Selzer	Jordan		MD	12/15/2022-09/30/2024	Emergency Medicine/Adult Emergency Medicine	Mike O'Callaghan Military Medical Center	Category 1
13	Yeung	Dong Eddie		MD	12/15/2022-10/31/2023	Medicine/Internal Medicine	Pioneer Healthcare	Category 1



**B. REAPPOINTMENTS TO STAFF**

1	Abdulla	Farooq		MD	02/01/2023-01/31/2025	Pediatrics/Neonatology	Affiliate Membership and Privileges	Foundation For Positive Kids
2	Aftab	Amir		MD	02/01/2023-01/31/2025	Medicine/Internal Medicine	Affiliate Membership and Privileges	Community Medicine Inc.
3	Akbar	Tanveer		MD	02/01/2023-01/31/2025	Medicine/Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists
4	Al-Khazaali	Marwah		MD	02/01/2023-01/31/2025	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada
5	Avelar	Taurino		MD	02/01/2023-01/31/2025	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada
6	Bhanderi	Sudipkumar	K	MD	02/01/2023-01/31/2025	Radiology	Active Membership and Privileges	Desert Radiologists
7	Calvo	Charles	M	MD	02/01/2023-01/31/2024	Surgery/Ophthalmology	Affiliate Membership and Privileges	Retina Consultants of Nevada
8	Carlson	Brian		MD	02/01/2023-01/31/2025	Medicine/Gastroenterology	Affiliate Membership and Privileges	Digestive Associates
9	Cunningham	Kaye	A	MD	02/01/2023-01/31/2025	Ambulatory Care	Affiliate Membership and Privileges	UMC-Peccole Primary Care
10	Curry	James	D	MD	02/01/2023-01/31/2025	Surgery/General Surgery	Affiliate Membership and Privileges	Desert West Surgery
11	Damasco Ty	Edeson	G	MD	02/01/2023-01/31/2025	Medicine/Internal Medicine	Affiliate Membership and Privileges	Intermountain Healthcare
12	Doubrava	Mark	W	MD	02/01/2023-01/31/2025	Surgery/Ophthalmology	Affiliate Membership and Privileges	Eye Care for Nevada
13	Falk	Jesse		DMD	02/01/2023-01/31/2025	Surgery/Oral/Maxillofacial Surgery	Affiliate Membership and Privileges	Canyon Oral & Facial Surgery
14	Flores	Carmen	E	MD	02/01/2023-01/31/2025	Surgery/General Surgery & Trauma Critical Care & Trauma Surgery & Trauma Burn	Active Membership and Privileges	UNLV Surgery
15	Goodwin	Joshua		MD	02/01/2023-01/31/2025	Medicine/Internal Medicine	Affiliate Membership and Privileges	Centeno Schultz Clinic
16	Hassan	Danyal		MD	02/01/2023-01/31/2024	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada
17	Hunter	Gregory	J	DMD	02/01/2023-01/31/2025	Surgery/Oral/Maxillofacial Surgery	Affiliate Membership and Privileges	Nevada Oral & Facial Surgery
18	Jackson	Jason	C	MD	02/01/2023-01/31/2025	Anesthesiology	Affiliate Membership and Privileges	US Anesthesia Partners

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
December 15, 2022 Credentialing Activities

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19	Jones	Jedediah	W	MD	02/01/2023-01/31/2025	Orthopaedic Surgery& Ortho Hand Surgery	Affiliate Membership and Privileges	Hand Surgery Specialists of Nevada
20	Keeley	Katherine	A	DDS, MD	02/01/2023-01/31/2025	Surgery/Oral/Maxillofacial Surgery	Active Membership and Privileges	Katherine A. Keeley, MD, DDS
21	Kellermeier	Jens		MD	02/01/2023-01/31/2024	Anesthesiology	Affiliate Membership and Privileges	US Anesthesia Partners
22	Makalinao	Alex		MD	02/01/2023-01/31/2024	Medicine/Hematology/Oncology	Affiliate Initial FPPE Membership and Privileges	OptumCare Cancer Care
23	Matsunaga-Kirgan	Marsha	M	MD	02/01/2023-01/31/2025	Obstetrics and Gynecology	Active Membership and Privileges	UNLV Obstetrics and Gynecology
24	Maughan	Eric		MD	02/01/2023-01/31/2025	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Affiliate Membership and Privileges	Sound Physicians-Emergency Medicine
25	Mayes	Annette	F	MD	02/01/2023-01/31/2025	Obstetrics and Gynecology	Active Membership and Privileges	Annette F. Mayes, MD, PC
26	Mull	Robert	S	MD	02/01/2023-01/31/2025	Ambulatory Care	Affiliate Membership and Privileges	UMC Online Care
27	Netski	Alison	L	MD	02/01/2023-01/31/2025	Medicine/Psychiatry	Active Membership and Privileges	UNLV Medicine
28	Nguyen	Tuan	B	MD	02/01/2023-01/31/2025	Ambulatory Care	Affiliate Membership and Privileges	UMC-Summerlin Quick Care
29	Nguyen	Daniel	N	DO	02/01/2023-01/31/2025	Anesthesiology & Trauma Anesthesia	Affiliate Membership and Privileges	Mike O'Callaghan Military Medical Center
30	Palmer	Angela		MD	02/01/2023-01/31/2024	Neurosurgery & Trauma Neurosurgery	Affiliate Membership and Privileges	The Spine & Brain Institute
31	Parks	David	P	MD	02/01/2023-01/31/2025	Pediatrics	Affiliate Membership and Privileges	UNLV Pediatrics
32	Poliner	Robert	B	MD	02/01/2023-01/31/2025	Radiology/Nuclear Medicine	Active Membership and Privileges	Desert Radiologists
33	Qazi	Fozia		MD	02/01/2023-01/31/2025	Medicine/Internal Medicine	Affiliate Initial FPPE Membership and Privileges	Platinum Hospitalists
34	Raroque	Sabrina		MD	02/01/2023-01/31/2025	Medicine/Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists
35	Rashid	Bashir	Q	MD	02/01/2023-01/31/2025	Family Medicine	Active Membership and Privileges	Pioneer Health Care
36	Saad	Rola	J	MD	02/01/2023-01/31/2025	Pediatrics/Endocrinology	Affiliate Membership and Privileges	Horizon View Medical Center

37	Sigal	Tiffany		MD	02/01/2023-01/31/2025	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Affiliate Membership and Privileges	Sound Physicians- Emergency Medicine
38	Singh	Raj		MD	02/01/2023-01/31/2025	Medicine/Nephrology	Active Membership and Privileges	Docare
39	Urban	Amy		MD	02/01/2023-01/31/2025	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Active Membership and Privileges	Sound Physicians- Emergency Medicine
40	Wang	Jimmy	C	MD	02/01/2023-01/31/2025	Radiology	Affiliate Membership and Privileges	Desert Radiologists
41	Wang	Robert	H	MD	02/01/2023-01/31/2025	Obstetrics and Gynecology	Affiliate Membership and Privileges	UNLV Obstetrics and Gynecology
42	Young	Colby	P	MD	02/01/2023-01/31/2025	Orthopaedic Surgery & Ortho Hand Surgery	Active Membership and Privileges	Hand Surgery Specialists of Nevada
43	Yousif	Ammar	M	MD	02/01/2023-01/31/2024	Medicine/Hematology/Oncology	Affiliate Membership and Privileges	The Oncology Institute of Hope & Innovation

**C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT**

1	Abdulla	Farooq		MD	02/01/2023-01/31/2025	Pediatrics/Neonatology	Foundation For Positive Kids	Withdraw Core Pediatric Privileges
2	Al-Khazaali	Marwah		MD	02/01/2023-01/31/2025	Medicine/Nephrology	Kidney Specialists of Southern Nevada	New Privilege: Hemoperfusion
3	Carlson	Brian		MD	02/01/2023-01/31/2025	Medicine/ Gastroenterology	Digestive Associates	New Privilege: ERCP
4	Flores	Carmen	E	MD	02/01/2023-01/31/2025	Surgery/General Surgery & Trauma Critical Care & Trauma Surgery & Trauma Burn	UNLV Surgery	New Privileges: Trauma Critical Care DOP: Management of Intracranial Pressure Monitoring Burn DOP: Telemedicine
5	Hunter	Gregory	J	DMD	02/01/2023-01/31/2025	Surgery/Oral/Maxillofacial Surgery	Nevada Oral & Facial Surgery	New: Rehab of Dental Arches, Complex Wound Management, Anesthesiology, General Anesthesia
6	Keeley	Katherine	A	DDS, MD	02/01/2023-01/31/2025	Surgery/Oral/Maxillofacial Surgery	Katherine A. Keeley, MD, DDS	New: Anesthesia, Local Anesthesia, General Anesthesia
7	Mull	Robert	S	MD	02/01/2023-01/31/2025	Ambulatory Care	UMC Online Care	Withdraw: Internal Medicine core; Local and topical anesthesia; Excision of superficial skin lesions or cysts; Incision/drainage of superficial abscesses; Suture of simple lacerations; Excision of ingrown toenail; Skin biopsy; Join Injection and aspiration; Urethral catheterization; Management of eyelid lesions
8	Saad	Rola	J	MD	02/01/2023-01/31/2025	Pediatrics/Endocrinology	Horizon View Medical Center	Withdraw Endocrinology Privileges; Add Refer & Follow

9	Sigal	Tiffany		MD	02/01/2023-01/31/2025	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Sound Physicians-Emergency Medicine	New Privilege: Pediatric Cross Coverage
10	Singh	Raj		MD	02/01/2023-01/31/2025	Medicine/Nephrology	Docare	Withdraw: Internal Medicine Privileges
11	Wang	Robert	H	MD	02/01/2023-01/31/2025	Obstetrics and Gynecology	UNLV Obstetrics and Gynecology	New: Category II GYN, Category III OB

**E. MODIFICATION OF PRIVILEGES**

1	Gaal	Wade	R	MD	Family Medicine	UNLV Medicine	Withdraw Obstetrical Family Medicine - No ALSO
2	Koroscil	Michael	A	MD	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Office of Military Medicine	Trauma Privileges

**F. COMPLETION OF INITIAL FPPE**

1	Kang	Eugene		MD	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Completion of Initial FPPE	Pediatric Cross Coverage
2	Kashtan	Harris		MD	Surgery/General Surgery & Trauma Surgery	Completion of Initial FPPE	Moderate Sedation
3	Kulesha	Denise		MD	Radiology	Completion of Initial FPPE	New: Privilege-Tele-radiologist
4	Wirjo	Jonathan		DO	Medicine/Psychiatry	Completion of Initial FPPE	Telemedicine

**G. EXTENSION OF INITIAL FPPE**

1	Bezzant	Matthew	L	MD	Medicine/Pulmonary	Extension of Initial FPPE	Through June 14, 2023 - due to no cases
2	Eng	David		MD	Family Medicine	Extension of Initial FPPE	Through June 14, 2023 - due to no cases
3	King	Christopher	T	DO	Medicine/Internal Medicine	Extension of Initial FPPE	Through June 14, 2023 - due to no cases

**H. CHANGE IN STAFF STATUS**

1	George	Veneta		MD	Anesthesiology	Medicus Healthcare Solutions	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of Initial FPPE
2	Hiles	Paul	D	MD	Medicine/Pulmonary	Mike O'Callaghan Military Medical Center	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of Initial FPPE
3	Hui	Chui Man Carmen		MD	Medicine/Internal Medicine	Platinum Hospitalists	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of Initial FPPE
4	Malik	Arhama		MD	Medicine/Internal Medicine	Platinum Hospitalists	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of Initial FPPE

5	Ricalde	Tomas	P	MD	Medicine/Internal Medicine	Platinum Hospitalists	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of Initial FPPE
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**I. LOW VOLUME PROVIDERS**

1	Aftab, Amir, M.D.	Medicine,Internal Medicine
2	Ahn, Christopher M., M.D.	Anesthesiology
3	Akbar, Tanveer, M.D.	Medicine,Internal Medicine
4	Al-Tameemi, Ahmed, M.D.	Medicine,Internal Medicine
5	Anh, Daejoon, M.D.	Medicine,Cardiology
6	Barker, Shannon, D.O.	Pediatrics
7	Batlan, Daniel E., M.D.	Anesthesiology
8	Bezzant, Matthew L., M.D.	Medicine,Pulmonary Medicine,Respiratory Care
9	Bhullar, Preetinder S., M.D.	Orthopaedic Surgery,Orthopaedic Surgery
10	Bowers, John A., Jr., M.D.	Medicine,Cardiology
11	Boyer, Dustin, M.D.	Radiology
12	Calvo, Charles M., II, M.D.	Surgery,Ophthalmology
13	Campbell, Eleanor, APRN	Medicine,Hematology,Oncology
14	Caseja, Ahl Jeffrey G., M.D.	Medicine,Internal Medicine
15	Chuapoco, Roberto D., Jr., M.D.	Medicine,Physical Medicine,Rehabilitation
16	Coggeshall, David R., M.D.	Anesthesiology
17	Criss, Jonathan C., CRNA	Anesthesiology
18	Damasco Ty, Edeson G., M.D.	Medicine,Internal Medicine
19	Davidson, Jeffrey A., M.D.	Emergency Medicine,Adult Emergency Medicine
20	Degen, Mark I., DDS, MD	Surgery,Oral,Maxillofacial Surgery
21	Doubrava, Mark W., M.D.	Surgery,Ophthalmology
22	Earle, Addison, PAC	Radiology
23	Eng, David, M.D.	Medicine,Physical Medicine,Rehabilitation
24	Fanning, Cara, M.D.	Medicine,Infectious Disease
25	Fiore, Nicholas F., Jr., M.D.	Surgery,Pediatric Surgery
26	Goodwin, Joshua, M.D.	Medicine,Internal Medicine
27	Gorski, Laura A., D.O.	Obstetrics and Gynecology
28	Heckelman, Aaron W., M.D.	Emergency Medicine,Adult Emergency Medicine
29	Hirschfeld, Bruce J., M.D.	Surgery,General Surgery
30	Jackson, Jason C., M.D.	Anesthesiology
31	Kellermeier, Jens, M.D.	Anesthesiology
32	Lane, Summer H., DDS	Surgery,Oral,Maxillofacial Surgery
33	Leibowitz, Steven, M.D.	Surgery,Ophthalmology
34	Lin, Wonchon, M.D.	Surgery,Ophthalmology
35	Lingegowda, Vijaykumar, M.D.	Medicine,Nephrology

36	Luperte, Estherlaida P., M.D.	Medicine,Internal Medicine
37	Manning, Angela, APRN	Medicine,Pulmonary Medicine,Respiratory Care
38	Miao, Michael, M.D.	Orthopaedic Surgery,Orthopaedic Surgery
39	Navarro, Cybill H., D.O.	Ambulatory Care
40	Parks, David P., M.D.	Pediatrics
41	Poll, Milt, M.D.	Anesthesiology
42	Qazi, Fozia, M.D.	Medicine,Internal Medicine
43	Raroque, Sabrina, M.D.	Medicine,Internal Medicine
44	Rashid, Bashir Q., M.D.	Family Medicine
45	Rosario, Rommel U., M.D.	Anesthesiology
46	Rosenberg, William A., M.D.	Family Medicine
47	Ryu, Jeffrey Y., M.D.	Medicine,Nephrology
48	Saghir, Sheikh S., M.D.	Medicine,Internal Medicine
49	Simpson, Jacquese, APRN	Medicine,Internal Medicine
50	Singh, Ram K., M.D.	Medicine,Cardiology
51	Soriano, Sofronio, M.D.	Medicine,Physical Medicine,Rehabilitation
52	Storey, Jean, D.O.	Obstetrics and Gynecology
53	Tsuda, Shawn T., M.D.	Surgery,Bariatrics
54	Vott, Subha, M.D.	Anesthesiology
55	Vu, Tuan A., M.D.	Medicine,Internal Medicine
56	Wang, Olivia, M.D.	Orthopaedic Surgery,Hand Surgery
57	Wang, Robert H., M.D.	Obstetrics and Gynecology
58	Wierman, Ann M., M.D.	Medicine,Hematology,Oncology
59	Will, Ida, APRN	Ambulatory Care

**J. REQUEST FOR RESIGNATION**

1	Ahn	Christopher	M	MD	Anesthesiology	Change in Practice Needs
2	Cheek	Bradley	J	MD	Pathology	No longer with Laboratory Medicine Consultants, effective 12/06/2022
4	Storey	Jean		DO	Obstetrics and Gynecology	No reason provided

**K. REMOVAL FROM STAFF**

1	Al-Tameemi	Ahmed		MD	Medicine/Internal Medicine	Failure to Complete Initial FPPE
2	Damato	Thomas		MD	Surgery/CVT	No Pharmacy License
3	Otuwa	Samson		MD	Anesthesiology & Trauma Anesthesia	No Reappointment Submitted
4	Spinner	Alycia	G	MD	Surgery/Otolaryngology	Relocated out of State

**L. ADVANCED PRACTICE PROFESSIONAL INITIAL**

1	Arcenas	Louie	D	CRNA	01/01/2023-02/28/2024	Anesthesiology	UMC Anesthesia	Thomas Garetto, MD
2	Malvar	Irene	B	APRN	12/19/2022-09/30/2024	Ambulatory Care	UMC Aliante Primary Care	Bibi Omar, MD
3	Marquez	Lindsey		CRNA	12/15/2022-03/31/2024	Anesthesiology	Mike O'Callaghan Military Medical Center	Daniel Nguyen, DO
4	Tadina	Elizabeth	C	APRN	01/10/2023-12/31/2024	Ambulatory Care	UMC Sunset Quick Care	APP Independent
5	Terbish	Nergui	N	APRN	12/19/2022-12/31/2023	Ambulatory Care	UMC Aliante Primary Care	Neelam Almqbeli, DO

**M. ADVANCED PRACTICE PROFESSIONALS REAPPOINTMENTS**

1	Barangan	Michelle		PA-C	02/01/2023-01/31/2024	Medicine/Internal Medicine	APP Dependent Privileges	Sound Physicians
2	Brashear	Riley		PA-C	02/01/2022-01/31/2024	Orthopedic Surgery	APP Dependent Privileges	Desert Orthopedic Center
3	Earle	Addison		PA-C	02/01/2023-01/31/2024	Radiology	APP Dependent Privileges	Desert Radiology
4	Kato	Lynne	E	PA-C	02/01/2023-01/31/2025	Emergency Medicine/Adult Emergency Medicine	APP Dependent Privileges	Sound Emergency Physicians
5	Kirkwood	Suyoung	P	APRN	02/01/2023-01/31/2025	Surgery/General Surgery & Ambulatory Care	APP Independent Membership and Privileges	UMC Center for Transplantation
6	Macaspac	Khelsey	V	APRN	02/01/2023-01/31/2025	Medicine/Nephrology	APP Independent Membership and Privileges	Kidney Specialists of Southern Nevada
7	White	Kathleen		APRN	02/01/2023-01/31/2025	Orthopedic Surgery	APP Independent Membership and Privileges	Desert Orthopedic Center

**N. ADVANCED PRACTICE PROFESSIONAL MODIFICATION OF PRIVILEGES AT REAPPOINTMENT**

1	Barangan	Michelle		PA-C	Internal Medicine	Remove: Pediatric Patient Initial and Ongoing Assessments (Medical, Physical, and psychosocial status) IV Narcotics
2	Brashear	Riley		PA-C	Orthopedic Surgery	Add: Interpret Electrocardiogram Tracing, Telemedicine, Assist in Arthroplasty procedures, (Which include, but not limited to: Total Joint replacement of Knees, hips, or shoulders, Assist in Arthroscopic Surgery, Assist in Amputations, (Which include, but not limited to; Digits and Limbs). Assist in Nerve Transposition/Decompression. Procedures which include, but not limited to: Medium nerve or ulnar nerve decompression. Assist in Ligament/Tendon Transfer/Repair Surgery. Assist in Tumor Surgery, Assist in Growth Place Management Procedures
3	Earle	Addison		PA-C	Radiology	Add: Hip Aspirations, Liver Biopsy, Insertion and Removal of Permacaths, Bone Marrow Biopsy
4	Kirkwood,	Suyoung	P	APRN	General Surgery/Surgery	Add: Telemedicine
5	Macaspac	Khelsey		APRN	Medicine/Nephrology	Add: Telemedicine
6	White	Kathleen		APRN	Orthopedic Surgery	Add: Telemedicine

**O. ADVANCED PRACTICE PROFESSIONAL MODIFICATION OF PRIVILEGES**

1	Ching	Jayne	A	APRN	Surgery/General Surgery	Withdraw Ambulatory Care Department Privileges
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**P. ADVANCED PRACTICE PROFESSIONAL EXTENSION OF INITIAL FPPE**

1	Criss	Jonathan	C	CRNA	Anesthesiology	Extend through 06/15/2023-Unable to Provide Cases
2	Will	Ida		APRN	Ambulatory Care	Extend through 06/15/2023-Unable to Provide Cases

**Q. ADVANCED PRACTICE PROFESSIONALS CHANGE IN STAFF STATUS**

1	Dychioco	Laraine	J	CRNA	Anesthesiology	APP Initial FPPE to APP Dependent Privileges- Completion of FPPE	Barry Ewell, DO
2	Henry	David	B	PA-C	Ambulatory Care	APP Initial FPPE to APP Dependent Privileges- Completion of FPPE	Keralapura Subramanyam, MD
3	Sua	Ryan		CRNA	Anesthesiology	APP Initial FPPE to APP Dependent Privileges- Completion of FPPE	Barry Ewell, DO
4	Taku	Virginia		APRN	Internal Medicine	APP Initial FPPE to APP Independent Privileges- Completion of FPPE	

**R. ADVANCED PRACTICE PROFESSIONALS LOW VOLUME**

1	Campbell, Eleanor, APRN			Medicine/Hematology/,Oncology		
2	Criss, Jonathan C, CRNA			Anesthesiology		
3	Earle, Addison, PA-C			Radiology		
4	Manning, Angela, APRN			Medicine/Pulmonary Medicine/Respiratory Care		
5	Simpson, Jacquese, APRN			Medicine/Internal Medicine		
6	Will, Ida, APRN			Ambulatory Care		

**S. ADVANCED PRACTICE PROFESSIONALS RESIGNATION**

1	Manning	Angela	APRN	Medicine/Pulmonary Medicine/Respiratory Care	Relocation-Military Transfer
2	Welch	Robert	PA-C	Radiology	No longer with contracted group

**T. ADJOURNMENT**



**DATE:** January 24, 2023  
**TO:** Governing Board  
**FROM:** Credentials Committee  
**SUBJECT:** January 19, 2023 Credentialing Activities

**I. NEW BUSINESS**

**A.** Revision to all DOPs – NBPAS

**II. CREDENTIALS**

**A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES**

1	Arnold-Lloyd	Travis		MD	01/19/2023-04/30/2024	Surgery/General Surgery	Mike O'Callaghan Military Medical Center	Category 1
2	Balarajan	Yogarajah		MD	01/19/2023-05/31/2024	Medicine/Cardiology	Heart Center of Nevada	Category 1
3	Chaudhry	Khalid	A	MD	1/19/2023-03/31/2024	Medicine/Cardiology	Heart Center of Nevada	Category 1
4	Feng	Hui	Z	DO	01/19/2023-11/30/2024	Medicine/Internal Medicine	Platinum Hospitalists	Category 1
5	Irvey	Teinesha	M	MD	01/19/2023-07/31/2024	Obstetrics and Gynecology	Innovative Women's Care	Category 1
6	Kottapalli	Sai	M	DO	01/19/2023-02/29/2024	Surgery/Cardiovascular/Thoracic Surgery	Vegas Vascular Specialists	Category 1
7	Kunz	David	P	MD	01/19/2023-09/30/2024	Radiology	Desert Radiology	Category 1
8	Mercado-Alamo	Adrian		MD	01/19/2023-09/30/2024	Medicine/Cardiology	Heart Center of Nevada	Category 1
9	Moseley	Daniel		MD	01/19/2023-04/30/2024	Anesthesiology	Landstuhl Regional Medical Center	Category 1
10	Panwar	Sadik	R	MD	01/19/2023-05/31/2024	Medicine/Cardiology	Heart Center of Nevada	Category 1
11	Sandhu	Gavneet	S	MD	01/19/2023-07/31/2024	Medicine/Nephrology	Kidney Specialists of Southern Nevada	Category 1
12	Schostak	Tritia	L	DO	01/19/2023-07/31/2024	Medicine/Nephrology	Kidney Specialists of Southern Nevada	Category 1
13	Shah	Suparna		MD	01/19/2023-11/30/2024	Surgery/Otolaryngology	UNLV Health	Category 1
14	Trinh	Huy	M	MD	02/07/2023-03/31/2024	Anesthesiology	UMC Anesthesia	Category 1
15	Wongjirad	Chelsey	P	DO	01/19/2023-05/31/2024	Surgery/Transplant	UMC Center for Transplantation	Category 1

**B. REAPPOINTMENTS TO STAFF**

1	Bratton	Anthony		MD	03/01/2023-02/28/2025	Orthopaedic Surgery/Orthopaedic Surgery & Trauma Orthopaedic Surgery	Affiliate Membership and Privileges	OptumCare Orthopaedics and Spine Care
2	Campbell	Caroline	J	MD	03/01/2023-02/28/2025	Obstetrics and Gynecology	Affiliate Membership and Privileges	Mike O'Callaghan Military Medical Center
3	Candela	Joseph	V	MD	03/01/2023-02/28/2025	Surgery/Urology	Affiliate Membership and Privileges	Las Vegas Urology
4	Caverly	Erin	M	DO	03/01/2023-02/28/2025	Surgery/General Surgery & Trauma Surgery	Affiliate Membership and Privileges	UNLV Medicine
5	Chang	Alexander		MD	03/01/2023-02/28/2025	Ambulatory Care	Active Membership and Privileges	UMC-Centennial Quick Care
6	Cooper	Tristan		MD	03/01/2023-02/28/2025	Emergency Medicine/Adult Emergency Medicine	Active Membership and Privileges	Sound Physicians-Emergency Medicine
7	Cottingham	C. Sinclair		MD	03/01/2023-02/28/2025	Radiology	Affiliate Membership and Privileges	Desert Radiologists
8	Dettling	James	R	MD	03/01/2023-02/28/2025	Orthopaedic Surgery/Orthopaedic Surgery	Affiliate Membership and Privileges	James R. Dettling, MD
9	Gomez	Nadia	A	MD	03/01/2023-02/28/2025	Obstetrics and Gynecology	Active Membership and Privileges	UNLV Obstetrics and Gynecology
10	Gupta	Ashok		MD	03/01/2023-02/28/2025	Radiology	Active Membership and Privileges	Desert Radiologists
11	Habashy	Hosny	L	MD	03/01/2023-02/28/2025	Anesthesiology	Affiliate Membership and Privileges	OptumCare Anesthesia
12	Horwich	Perry		MD	03/01/2023-02/28/2025	Radiology	Affiliate Membership and Privileges	Desert Radiologists
13	Howenstein	Abby		MD	03/01/2023-02/29/2024	Orthopaedic Surgery/Orthopaedic Surgery & Trauma Orthopaedic Surgery	Affiliate Membership and Privileges	OptumCare Orthopaedics and Spine Care
14	Iway	Edsel	N	MD	03/01/2023-02/28/2025	Medicine/Internal Medicine	Active Membership and Privileges	Platinum Hospitalists
15	Khawaja	Hasan	S	MD	03/01/2023-02/28/2025	Anesthesiology	Active Membership and Privileges	Red Rock Anesthesia Consultants, LLC

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
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16	Lee	Anthony	D	MD	03/01/2023-02/28/2025	Anesthesiology	Affiliate Membership and Privileges	PBS Anesthesia
17	Lehoux	Juan		MD	03/01/2023-02/28/2025	Surgery/Cardiovascular/Thoracic Surgery	Affiliate Membership and Privileges	Children's Heart Center
18	Lehrner	Lawrence	M	MD	03/01/2023-02/28/2025	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada
19	Lovett	James	V	MD	03/01/2023-02/28/2025	Surgery/General Surgery	Active Membership and Privileges	Desert West Surgery
20	Mantin	Richard	C	MD	03/01/2023-02/28/2025	Anesthesiology	Affiliate Membership and Privileges	US Anesthesia Partners
21	Muir	Benjamin	M	MD	03/01/2023-02/28/2025	Radiology	Affiliate Membership and Privileges	Desert Radiologists
22	Obert	David		DO	03/01/2023-02/28/2025	Emergency Medicine/Adult Emergency Medicine & Emergency Medicine Pediatrics & Trauma Emergency	Active Membership and Privileges	Sound Physicians-Emergency Medicine
23	Patel	Sanket		M.D.	03/01/2023-02/28/2025	Medicine/Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists
24	Polisetty	Sudheer	K	M.D.	03/01/2023-02/28/2025	Medicine/Internal Medicine	Active Membership and Privileges	Sound Physicians
25	Rollins	Robert	C	M.D.	03/01/2023-02/28/2025	Pediatrics	Affiliate Membership and Privileges	Children's Heart Center
26	Saleem	Kamron		M.D.	03/01/2023-02/28/2025	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada
27	Saqueton	Consolacion	B	M.D.	03/01/2023-02/28/2025	Pediatrics/Pediatric Critical Care	Active Membership and Privileges	Las Vegas Pediatric Critical Care
28	Seiff	Michael	E	MD	03/01/2023-02/29/2024	Neurosurgery	Affiliate Membership and Privileges	The Spine & Brain Institute
29	Snyder	Bruce	E	M.D.	03/01/2023-02/28/2025	Surgery/Ophthalmology	Active Membership and Privileges	Bruce E. Snyder, MD
30	Strebel	Kord		M.D.	03/01/2023-02/28/2025	Obstetrics and Gynecology	Active Membership and Privileges	Women's Health Associates of Southern NV
31	Subin	Bill		M.D.	03/01/2023-02/28/2025	Anesthesiology	Affiliate Membership and Privileges	US Anesthesia Partners

32	Sugay	Rosanne	M	MD	03/01/2023-02/28/2025	Ambulatory Care	Active Membership and Privileges	UMC Wellness Center
33	Sylvain	Gerald	M	MD	03/01/2023-02/28/2025	Orthopaedic Surgery/Orthopaedic Surgery & Trauma Orthopaedic Surgery	Active Membership and Privileges	Orthopaedic Specialists of Nevada
34	Tan	George		M.D.	03/01/2023-02/29/2024	Medicine/Gastroenterology	Affiliate Membership and Privileges	Vishal Gandotra, MD, Inc.
35	Tischler	Howard	A	MD	03/01/2023-02/28/2025	Radiology	Active Membership and Privileges	Desert Radiologists
36	Trautwein	Johnn	G	M.D.	03/01/2023-02/28/2025	Emergency Medicine/Pediatric Emergency Medicine	Active Membership and Privileges	Sound Physicians-Pediatric Emergency Medicine
37	Vornicu	Maria	D	M.D.	03/01/2023-02/28/2025	Medicine/Nephrology	Active Membership and Privileges	NKDHC, PLLC
38	Vu	Huan	M	MD	03/01/2023-02/28/2025	Ambulatory Care	Active Membership and Privileges	UMC-Spring Valley Quick Care
39	Wangsuwana	Miracle		D.O.	03/01/2023-02/28/2025	Medicine/Neurology	Active Membership and Privileges	UNLV Medicine
40	Yu	Jefferson		M.D.	03/01/2023-02/28/2025	Medicine/Internal Medicine	Active Membership and Privileges	Sound Physicians

**C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT**

1	Bratton	Anthony		MD	03/01/2023-02/28/2025	Orthopaedic Surgery/Orthopaedic Surgery & Trauma Orthopaedic Surgery	OptumCare Orthopaedics and Spine Care	New Privilege: Telemedicine
2	Dettling	James	R	MD	03/01/2023-02/28/2025	Orthopaedic Surgery/Orthopaedic Surgery	James R. Dettling, MD	New Privilege: Tumor Surgery & Deformity Correction Surgery Withdraw: Nerve Transposition/Decompression Procedures
3	Gomez	Nadia	A	MD	03/01/2023-02/28/2025	Obstetrics and Gynecology	UNLV Obstetrics and Gynecology	New Privileges: Advanced Pelvic Support Surgery with or without use of Mesh Product, Laparoscopic Hysterectomy with or without bilateral salpingo- oophorectomy, Dilation & Evacuation 6 weeks and up
4	Howenstein	Abby		MD	03/01/2023-02/29/2024	Orthopaedic Surgery/Orthopaedic Surgery & Trauma Orthopaedic Surgery	OptumCare Orthopaedics and Spine Care	New Privilege: Telemedicine
5	Seiff	Michael	E	MD	03/01/2023-02/29/2024	Neurosurgery	The Spine & Brain Institute	Withdraw: Pediatric Neurosurgery

6	Sugay	Rosanne	M	MD	03/01/2023-02/28/2025	Ambulatory Care	UMC Wellness Center	Withdraw: Refer and Follow with Department of Internal Medicine
7	Sylvain	Gerald	M	MD	03/01/2023-02/28/2025	Orthopaedic Surgery/Orthopaedic Surgery & Trauma Orthopaedic Surgery	Orthopaedic Specialists of Nevada	New Privilege: Telemedicine

**D. MODIFICATION OF PRIVILEGES**

1	Hovanessian	Armen	A	MD	Radiology	Desert Radiologists	Tele-Radiology only
2	Levit	Kelvy	S	DO	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency		Withdraw: Trauma Privileges - No cases
3	Holtz	Michael		MD	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency	Sound Physicians Emergency Medicine	Pediatric Cross Coverage

**E. COMPLETION OF INITIAL FPPE**

1	Assemi	Shahrokh		MD	Radiology	Completion of Initial FPPE	Tele-Radiology
2	Carducci	Michael		MD	Radiology	Completion of Initial FPPE	Tele-Radiology
3	Giles	Garren		DO	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency	Completion of Initial FPPE	New Privilege: Pediatric Cross Coverage
4	Patel	Swetal		MD	Medicine/Cardiology	Completion of Initial FPPE	New Privilege: Myocardial Biopsy & Peripheral Angiography
5	Silver	Frank		MD	Obstetrics and Gynecology	Completion of Initial FPPE	New Privilege: Refer & Follow

**F. EXTENSION OF INITIAL FPPE**

1	Banker	Dipesh		MD	Medicine/Internal Medicine	Extension of Initial FPPE	New Privilege: Wireless Capsule Endo through July 19, 2023, due to no cases
2	Grigore	Alina		MD	Anesthesia & Trauma Anesthesiology	Extension of Initial FPPE	New Privilege: Trauma through July 19, 2023, due to no cases

**G. CHANGE IN STAFF STATUS**

1	Ahmed	Kareem		MD	Radiology	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges Completion of FPPE	
2	Al-Khafaji	Jaafar		MD	Medicine/Internal Medicine	Release from Affiliate Initial FPPE to Affiliate Membership and Privileges - Completion of Initial FPPE	
3	Bruce	Willie	C	DO	Ambulatory Care	Initial FPPE to Affiliate Membership and Privileges-Completion of FPPE	
4	Burns	Jacob		DO	Radiology	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges Completion of FPPE	
5	Chang	Mark		DO	Medicine/Internal Medicine	Release from Affiliate Initial FPPE to Affiliate Membership and Privileges - Completion of Initial FPPE	

6	Fukuda	Sohei		DO	Ambulatory Care	Initial FPPE to Affiliate Membership and Privileges-Completion of FPPE
7	Matsuura	Jaclyn		DO	Emergency Medicine/Adult Emergency Medicine	Release from Affiliate Initial FPPE to Affiliate Membership and Privileges - Completion of Initial FPPE
8	Pimsakul	Tanner		MD	Ambulatory Care	Initial FPPE to Affiliate Membership and Privileges-Completion of FPPE
9	Varada	Neilmegh		DO	Medicine/Internal Medicine	Release from Affiliate Initial FPPE to Affiliate Membership and Privileges - Completion of Initial FPPE
10	Wan	Wing Yee		MD	Medicine/Endocrinology	Release from Affiliate Initial FPPE to Affiliate Membership and Privileges - Completion of Initial FPPE

**H. LOW VOLUME PROVIDERS**

1	Adashek, Joseph A., M.D.	Obstetrics and Gynecology
2	Chowdhry, Ishtiaq A., M.D.	Pediatrics
3	Davis, Tyler, PAC	Radiology
4	Dente, Paul M., D.O.	Obstetrics and Gynecology
5	Dettling, James R., M.D.	Orthopaedic Surgery/Orthopaedic Surgery
6	Fleury, Aimee C., M.D.	Obstetrics and Gynecology
7	Fox, Christopher M., PAC	Radiology
8	Gluck, George S., M.D.	Orthopaedic Surgery/Hand Surgery
9	Lehoux, Juan, M.D.	Surgery/Cardiovascular/Thoracic Surgery
10	Levine, Noah L., D.P.M.	Orthopaedic Surgery/Podiatry
11	Manthei, Scott E., D.O.	Surgery/Otolaryngology
12	Meyers, Rebecca A., M.D.	Pediatrics
13	Neibaur, Darrick W., D.O.	Surgery/Ophthalmology
14	Reisinger, Susan A., M.D.	Radiology
15	Richter, Lawson C., M.D.	Obstetrics and Gynecology
16	Rollins, Robert C., M.D.	Pediatrics
17	Schmitt, Laura, PAC	Surgery/General Surgery
18	Schreiner, Matthew T., M.D.	Surgery/General Surgery
19	Schwiesow, Scott, M.D.	Surgery/General Surgery
20	Seiff, Michael E., M.D.	Neurosurgery
21	Silver, Frank P., M.D.	Obstetrics and Gynecology

22	Singh, Surjeet, M.D.	Surgery/Ophthalmology
23	Snyder, Bruce E., M.D.	Surgery/Ophthalmology
24	Taylor, Ryan N., PAC	Medicine/Pulmonary Medicine/Respiratory Care
25	Thomson, Jordan, D.O.	Surgery/Ophthalmology
26	Ting, David T., D.M.D.	Surgery/Oral/Maxillofacial Surgery
27	Travnicek, Katherine, M.D.	Medicine/Physical Medicine/Rehabilitation
28	Villamaria, Carole Majal Y., M.D.	Surgery/Plastic Surgery

**I. RETURN FROM LEAVE OF ABSENCE**

1	Hovanessian	Armen	A	MD	Radiology	Desert Radiologists	Reinstatement from leave of absence
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**J. REQUEST FOR RESIGNATION**

1	Boukhari	Mokhtar		DO	Medicine/Neurology	No Reason Provided
2	Chaudhuri	Pradipta		MD	Medicine/Cardiology	No Reason Provided
3	Coker	Howard		MD	Ambulatory Care	Retired effective 12/30/2022
4	Dente	Paul	M	DO	Obstetrics and Gynecology	Relocation to another State
5	Desai	Snehal		MD	Medicine/ Gastroenterology	Not Practicing in Nevada
6	Dixit	Shanker	N	MD	Medicine/Neurology	Change in Practice Needs
7	Griffith	Frederick	P	MD	Emergency Medicine/Adult Emergency Medicine	Seperation from USAF & Relocation
8	Ho	Arthur	C	MD	Anesthesiology & Trauma Anesthesiology	No Reason Provided
9	Kumar	Abhishek		MD	Medicine/Pulmonary Medicine/Respiratory Care	Relocation to another State
10	Lisoskie	Michelle	D	MD	Medicine/Psychiatry	No Reason Provided
11	Malamet	Peter		DO	Emergency Medicine/Adult Emergency Medicine	Seperation from USAF & Relocation
12	Soderberg	Joseph	D	MD	Anesthesiology	Credentialing Fee
13	Stephens	Anthony		MD	Anesthesiology	No Reason Provided

**K. REMOVAL FROM STAFF**

1	Cunningham	Susan		DO	Radiology	No longer with contracted group
2	Hsu	Andrew		MD	Medicine/Neurology	Unable to be released from Initial FPPE - due to no cases
3	McAuliffe	Matthew	B	MD	Medicine/Neurology	Unable to be released from Initial FPPE - due to no cases

4	Qazi	Fozia		MD	Medicine/Internal Medicine	Unable to be released from Initial FPPE - due to no cases
5	Ting	David	T	DMD	Surgery/Oral Maxillofacial Surgery	Unable to be released from Initial FPPE - due to no cases

**L. ADVANCED PRACTICE PROFESSIONAL INITIAL**

1	Flores	Anna		APRN	1/19/2023-07/31/2024	Ambulatory Care	APP Initial FPPE Membership and Privileges	UMC Aliante Quick Care
2	Pacumbaba	Mariz	L	APRN	1/19/2023-01/31/2024	Ambulatory Care	APP Initial FPPE Membership and Privileges	UMC Aliante Quick Care

**M. ADVANCED PRACTICE PROFESSIONALS REAPPOINTMENTS**

1	Baltrune	Evelina		APRN	03/01/2023-02/28/2025	Medicine/Nephrology	APP Independent Membership and Privileges	Kidney Specialists of Southern Nevada
2	Plummer	Kristine		APRN	03/01/2023-02/28/2025	Ambulatory Care	APP Independent Membership and Privileges	UMC Peccole Primary Care

**N. ADVANCED PRACTICE PROFESSIONAL MODIFICATION OF PRIVILEGES AT REAPPOINTMENT**

1	Balturne	Evelina		APRN	Medicine/Nephrology	Add: Telemedicine
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**O. ADVANCED PRACTICE PROFESSIONALS CHANGE IN STAFF STATUS**

1	Olson	Carrie	I	CRNA	Anesthesiology	Change in Staff Status	Release from APP Initial FPPE Membership and Privileges to APP Dependent Privileges-Completion of FPPE
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**P. ADVANCED PRACTICE PROFESSIONALS CHANGE IN SPONSOR**

1	Arcenas	Louie	D	CRNA	Anesthesiology	Remove: Thomas Garetto, MD Add: Anderson, Hu, DO
2	Baizas	Carla	E	CRNA	Anesthesiology	Remove: Barry Ewell, DO Add: Anderson Hu, DO
3	Bareng	Tamara		CRNA	Anesthesiology	Remove: Barry Ewell, DO Add: Anderson Hu, DO
4	Dychioco	Laraine	J	CRNA	Anesthesiology	Remove: Barry Ewell, DO Add: Anderson Hu, DO
5	Hansen	Brian	K	CRNA	Anesthesiology	Remove: Hewan Belete, MD Add: Anderson Hu, DO
6	Sua	Ryan	L	CRNA	Anesthesiology	Remove: Barry Ewell, DO Add: Anderson Hu, DO

**Q. ADVANCED PRACTICE PROFESSIONALS LOW VOLUME**

1	Davis, Tyler, PA-C	Radiology
2	Enriquez, Lindsey N, APRN	Ambulatory Care
3	Fox, Christopher M, PA-C	Radiology
4	Montoya, Ronald V, APRN	Medicine/Internal Medicine



5	Schmitt, Laura S, PA-C	Surgery/General/Surgery
6	Taylor, Ryan N, APRN	Medicine/Pulmonary/Respiratory Care
7	VanTuinen, Melissa M, APRN	Medicine/Internal Medicine

**R. ADVANCED PRACTICE PROFESSIONALS RESIGNATION**

1	Chang	Valerie	L	PA-C	Medicine/Nephrology	Provider Left Group
2	Montoya	Ronald	L	APRN	Medicine/Internal Medicine	No Longer with UMC effective 11/8/2022

**S. ADVANCED PRACTICE PROFESSIONALS REMOVAL FROM STAFF**

1	Enriquez	Lindsey	N	APRN	Ambulatory Care	Unable to Provide Cases within 1-year period.
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**T. ADJOURNMENT**

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

<b>Issue:</b>	<b>Hospital Participation Agreement for Managed Care Services with Prominence HealthFirst</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Hospital Participation Agreement for Managed Care Services with Prominence HealthFirst; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

Fund Number: 5420.000  
Fund Center: 3000850000  
Description: Managed Care Services  
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance  
Term: January 1, 2023 – December 31, 2025  
Amount: Revenue based on volume  
Out Clause: 90 days w/o cause

Fund Name: UMC Operating Fund  
Funded Pgm/Grant: N/A

**BACKGROUND:**

This request is to enter into a new Hospital Participation Agreement with Prominence HealthFirst (“Prominence”) to provide its members access to UMC for medically necessary healthcare services. The Agreement Term is from January 1, 2023, through December 31, 2025. Either party may terminate the Agreement with ninety (90) days written notice to the other party.

In accordance with NRS 332.115(1)(f), the competitive bidding process is not required for insurance services.

UMC’s Director of Managed Care has reviewed and recommends approval of this Agreement.

This Agreement has been approved as to form by UMC’s Office of General Counsel.

Prominence currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their January 18, 2023 meeting and recommended for approval by the Governing Board.

Cleared for Agenda  
January 25, 2023

Agenda Item #

**5**

## **PROMINENCE HEALTHFIRST HOSPITAL PARTICIPATION AGREEMENT**

This Agreement ("Agreement") is entered into by and between Prominence HealthFirst, a state of Nevada corporation which operates a health maintenance organization licensed under the laws of each state in which it operates, contracting on behalf of itself, Nevada Preferred Healthcare Providers, and the other entities that are Prominence Affiliates (collectively referred to as "Prominence") and **University Medical Center of Southern Nevada**, a public owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, (hereinafter referred to as "Hospital". Prominence and Hospital may be individually referred to herein as a "Party" and collectively as the "Parties." This Agreement shall be effective **January 1, 2023**

### **RECITALS**

- A. Prominence has been organized for the purpose of providing or arranging for the provision of certain primary and specialty healthcare services to individuals enrolled as Customers of Prominence and wishes to enter into this Agreement in order to utilize the services of Hospital in connection therewith.
- B. Prominence maintains contracted panel(s) of health care providers and Hospitals which render health care services to its Customers;
- C. Hospital is duly licensed and desires to provide healthcare services to Customers pursuant to the terms and conditions set forth in the Agreement and pursuant to the terms and conditions of the Benefit Plans issues by Prominence on behalf of a Payer or itself;
- D. Prominence desires to engage Hospital and Hospital desires to be engaged by Prominence to participate in the provider panel established by Prominence to render Covered Services as set forth in this Agreement.

### **STATEMENT OF AGREEMENT**

The Parties acknowledge the accuracy of the foregoing background information and hereby agree as follows:

### **ARTICLE 1 DEFINITIONS**

When used in this Agreement, the following terms have the meanings indicated:

- 1.1 "Alternative Rates" means rates of reimbursement paid by Prominence or a Payer for Covered Services rendered to Customers(s), as set forth in this Agreement, whether in the form of a Per Diem, case or procedure rate, negotiated rate based on published charges, or fee schedule. In some reimbursement schedules Alternative Rates will include MARA limits.
- 1.2 "Benefits Agreement" or "Benefit Plan" means the evidence of coverage issued by Prominence or Payer that describes its obligations to arrange for the delivery of Covered Services to eligible Customers. Each Benefit Plan shall identify those healthcare services which are Covered Services available to Customers and shall set forth all applicable maximums, limitations, and exclusions with respect to Covered Services to Customers. The Evidence of Coverage sets out a summary of benefits or services to which each individual Customer is entitled. Each Customer's Evidence of Coverage is incorporated herein by reference and can be reviewed by Hospital using Hospital's selected mode of eligibility verification.
- 1.3 "Coinsurance" means the portion of the balance of covered medical expenses which a Customer must pay after payment of the deductible.

1.4 “Clean Claim” means a claim that contains all the information required by Prominence or Payer to determine the proper benefit payable under the applicable Benefit Plan or, to the extent applicable or state law defines a clean claim, all of the information necessary to satisfy such definition.

1.5 “Coordination of Benefits” means a provision of any contract by which Prominence or Payer may seek to recover costs of an incident of sickness or accident on the part of a Customer, which may be covered by another organization, insurer, or service plan.

1.6 “Copayment” means amount paid to Hospital by Customer at time services are rendered. Copayment is a cost-sharing arrangement in which a Customer pays a specified amount for specific health services.

1.7 “Covered Services” means those Medically Necessary health care services which Customers are entitled to receive under the terms of a Benefit Plan. Covered Services shall include, but not be limited to, Hospital services, as that term is defined in this Agreement.

1.8 “Customer” means any person who is entitled to receive Covered Services under a Benefit Plan issued by Prominence or a Payer.

1.9 “Deductible” means the amount of loss or expense toward Covered Services incurred by a Customer before Prominence or Payer will assume liability for all or part of the remaining cost of such Covered Services.

1.10 “Emergency” means a sudden or unexpected onset of a medical condition that manifests itself by symptoms of sufficient severity such that a prudent layperson would believe that the absence of immediate medical attention could result in:

- (1) serious jeopardy to the health of the Customer;
- (2) serious jeopardy to the health of an unborn child;
- (3) serious impairment of a bodily function; or
- (4) serious dysfunction of any bodily organ or part.

1.11 “Emergency Services” means Medically Necessary services provided in connection with an Emergency which a Customer receives after the onset of such condition or as soon thereafter as care can be made available (but not more than 24 hours after onset). Heart attacks, severe chest pain, cardiovascular accidents, hemorrhaging, poisonings, major burns, loss of consciousness, serious breathing difficulties, spinal injuries, shock, and other acute conditions as Prominence or Payer shall determine are examples of Emergencies.

1.12 “Financial Incentives” means differential economic incentives offered to Customers to utilize the services of Hospital to the extent permitted by law, including but not limited to:

- (1) reduction or elimination of individual deductibles;
- (2) reduction or elimination of family deductibles; and
- (3) reduction or elimination of co-insurance payments.

1.13 “Medical Director” means a physician designated by Prominence or Payer to monitor and review the provision of Covered Services to Customers.

1.14 “Medically Necessary” means services and/or supplies provided by a hospital, facility, physician, or other healthcare provider required to identify or treat a Customer's illness or injury and which, as determined by Medical Director or medical management committee, are:

- (1) consistent with the symptoms or diagnosis and treatment of a Customer's condition, disease, ailment, or injury;
- (2) appropriate with regard to standards of good medical practice;
- (3) not provided for cosmetic purposes;

- (4) not solely for the convenience of a Customer, his/her Physician, hospital, facility or other health care provider; and
- (5) the most appropriate supply or level of service which can be safely provided to a Customer. When specifically applied to an inpatient Customer, it further means that a Customer's medical symptoms or condition requires that the diagnosis or treatment cannot be safely provided to a Customer as an outpatient.

1.15 “Non-Participating Provider” means a licensed professional, practitioner, legal entity, or facility that has not entered into a written agreement with Prominence to participate in any provider panel established by Prominence.

1.16 “Participating Provider” means a licensed professional, practitioner, legal entity, or facility that has entered into a written agreement with Prominence to participate in any provider panel established by Prominence and to comply with the payment mechanisms and medical management procedures established by Prominence or a Payer.

1.17 “Payer” means an entity obligated to a Customer to provide reimbursement for Covered Services under the Customer's Benefit Plan, and authorized by Prominence to access Hospital's services under this Agreement.

1.18 “Physician Advisor” means a physician designated by Hospital to monitor and review the provision of Covered Services to patients. Physician Advisors shall also participate in any requested for peer to peer review with Prominence Medical Directors.

1.19 “Primary Care Provider” means a practitioner who is a Participating Provider and who provides primary care services to Customers (e.g., general or family practitioner, internist, pediatrician, or such other practitioner specialties as may be designated by Prominence) and is responsible for referrals of Customers to referral physicians, other Participating Providers, and if necessary, Non-Participating Providers.

1.20 “Prominence Affiliates” means those entities controlling, controlled by, or under common control with Prominence HealthFirst.

1.21 “Provider Manual” means a handbook containing a description of the policies and procedures established by Prominence and as amended from time to time by Prominence, setting forth requirements for the provision of Covered Services by Participating Provider including, but not limited to, utilization management, quality assessment, referrals to providers, and administrative policies. The Provider Manual is incorporated herein by reference and Provider agrees to comply fully with and abide by the requirements contained in the Provider Manual. Any changes with a material impact must be agreed to by Hospital in writing prior to implementation.

1.22 “Provider Panel” means the panel of hospitals, facilities, physicians, and ancillary health care providers which have contracted with Prominence and have thereby agreed to participate in the managed care programs of Prominence and Payers.

1.23 “Specialty Provider” means a physician who provides Covered Services and who is not a Primary Care Provider.

## **ARTICLE 2 APPLICABILITY OF AGREEMENT**

2.1 Prominence hereby engages Hospital to participate as a Participating Provider in the Provider Panel, and Hospital hereby accepts such engagement pursuant to the terms of this Agreement. This Agreement applies to Hospital's locations set forth in Attachment A. In the event Hospital begins providing services at other locations for any reason including but not limited to opening or adding a location due to acquiring, merging or coming under common ownership and control with an existing provider of services that was not already under contract with Prominence or one of Prominence's Affiliates to participate in one

of its network of health care providers, such new or additional locations will become subject to this Agreement thirty (30) days after Prominence receives notice required under section 3.14 of this Agreement.

2.2 Prominence shall provide notice to Hospital of all information necessary for Hospital to provide Covered Services to Customers.

2.3 Prominence does not warrant or guarantee that Hospital will be utilized by a Customer or any number of Prominence Customers.

2.4 Prominence may allow Payers to access Hospital's services under this Agreement for the Benefit Plan types described in Attachment B. Attachment B may be modified by Prominence upon thirty (30) days written notice.

2.5 This Agreement does not apply to services not covered under the applicable Benefit Plan. In accordance with section 3.6, Hospital may seek and collect payment from a Customer for such services, provided that the Hospital first obtain the Customer's written consent. In accordance with Article 6, this section does not authorize Hospital to bill or collect from Customers for Covered Services for which claims are denied or otherwise not paid.

2.6 This Agreement does not apply to services rendered to patients who are not Customers at the time the services were rendered. Section 6.7 of this Agreement addresses circumstances in which claims for services rendered to such persons are inadvertently paid by Prominence or a Payer.

2.7 Hospital acknowledges that this Agreement and Customer Benefit Plans do not dictate the health care provided by Hospital, or govern Provider's determination of what care to provide its patients, even if those patients are Customers. The decision regarding what care is to be provided remains with the Hospital, the Customer's physician and with Customers, and not with Prominence or any Payer.

### **ARTICLE 3 HOSPITAL OBLIGATIONS**

3.1 Hospital will allow Medical Director, or their designee, to inspect the Hospital's facilities, equipment and the medical records of Customers, and shall further allow the review of all phases of professional ancillary care provided to Customers by the Hospital. Hospital shall:

- (1) provide clean facilities and equipment;
- (2) maintain adequate, courteous, neat, consumer-oriented, and properly credentialed staff;
- (3) maintain orderly and efficient systems for receiving patients;
- (4) maintain orderly and efficient systems for the provision of patient services; and
- (5) maintain accurate medical records according to InterQual criteria.

3.2 Upon a thirty (30) day written notice of request, Hospital shall provide Prominence with available reports, contracts, or other information required of Prominence by the National Committee for Quality Assurance (the "NCQA") or any other accreditation or regulatory agency, including without limitation, all information contained in the Healthcare Effectiveness Data and Information Set ("HEDIS") data fields applicable to Hospital's services. For these purposes, Hospital shall use any format reasonably requested by Prominence.

3.3 In accordance with Executive Order 11246, Prominence is required to comply with the following requirements and to include these provisions in every subcontract so that they are binding on each subcontractor. Therefore, the Parties agree to render the services contemplated herein without regard to race, age, sex, religion, creed, color, national origin or ancestry of any Customer. During the term of this Agreement, the Hospital and any subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, sexual orientation, marital status, age (over 40) or sex. The Hospital and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrepancies. The Hospital and subcontractors shall comply with the provisions of all applicable

local, state and federal equal employment opportunity, fair employment and affirmative action laws, and regulations. The Hospital and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Hospital shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

3.4 Hospital shall provide patient care services to Customers in accordance with the terms set forth in this Agreement in the same manner, in accordance with the same standards, and within the same time availability as provided to its other patients. Hospital shall observe, protect, and promote the rights of Customers as patients. Hospital shall provide only those services that it customarily and usually provides its other patients.

3.5 So that a Customer will have access to all relevant information, which will assist them in making a more informed decision as to their health care needs and to better and more fully understand the Covered Services to which they are entitled regardless of benefit coverage limitations Prominence and Hospital agree that Participating Providers should openly and fully communicate with Customers on matters pertaining to their medical condition any proposed treatment or treatment alternatives and any decision made by the Hospital, in regard to medical services requested by, or to be provided to, Customers.

Upon Customers request, Hospital shall give access to, or provide copies of, their protected health information contained in their medical record. Request for hard copies of records shall be at usual and customary cost.

3.6 In the event Hospital provides to a Customer services other than Covered Services, Hospital shall, prior to the provision of such services, inform Customer:

- (1) of the service(s) to be provided,
- (2) that Prominence or Payer will not pay for or be liable for said services, and
- (3) that Customer will be financially liable for such services.

3.7 If Prominence does not authorize Hospital to perform routine pre-admission testing, Hospital shall accept the results of qualified and timely (within seven-two (72) hours laboratory, radiological, and other tests and procedures which may be performed on a Customer prior to admission. Hospital shall not require that duplicate tests or procedures be performed after Customer is admitted, unless such tests and procedures are Medically Necessary.

3.8 In an Emergency, Hospital shall render Emergency Services to Customers. In such an event, Hospital shall notify Prominence within one (1) business day of the date of the emergency treatment visit or emergency admission.

3.9 Hospital agrees to obtain prior authorization in accordance with Prominence's administrative procedures and in advance of rendering any service that requires prior authorization. Eligibility must be re-verified every thirty (30) days. Extension or modification of the original request must have further authorization requested and approved. The Prior Authorization number issued by Prominence or its delegee must accompany Hospital's billing in order for such billing to be eligible for payment. Failure to obtain prior authorization may result in the Hospital's fee(s) being denied.

3.10 Hospital shall cooperate with Prominence's programs that monitor and evaluate whether Hospital's services provided to Customers in accordance with this Agreement are Medically Necessary and consistent with professional standards of medical care generally accepted in the medical community. Such programs include, but are not limited to, medical management, quality assurance review, and grievance procedures, the terms and conditions of which are contained in Prominence's Provider Manual. Hospital shall permit Prominence's medical management personnel to visit Customers in the Hospital and, to the extent permitted by applicable law, to inspect and copy health records (including medical records) of Customers maintained by Hospital for the purposes of concurrent and retrospective medical management, discharge planning, and other program management purposes. Prominence's medical management personnel shall work with Hospital's medical management staff including hospital's physician advisors.

3.11 To further the best interests of a Customer in securing health care services, Hospital shall cooperate and use its best efforts to assist Prominence, the Customer's treating physician, and the Customer in transferring such person to a transitional step-down facility or lower level of care when such transfer is consistent with the Customer's physician's medical judgment.

3.12 Hospital shall cooperate with Prominence in complying with all applicable laws relating to Prominence.

3.13 Hospital shall use best efforts to notify Prominence in writing, at least thirty (30) calendar days prior to any change in Hospital's business address, business telephone number, operating hours, tax identification number, insurance carrier or coverage, state registration status or DEA registration number.

3.14 Hospital shall notify Prominence within ten (10) calendar days of the occurrence of the following:

- (1) any action that restricts, suspends, or revokes Hospital's license and registration to provide the services required by this Agreement;
- (2) any final non-appealable judgment of malpractice against Hospital
- (3) any felony indictment naming Hospital
- (4) any final non-appealable disciplinary proceeding or action involving Hospital before any administrative agency; or
- (5) any cancellation or material modification of Hospital's malpractice liability insurance.

3.15 Hospital shall maintain in good standing applicable registration and accreditation and shall notify Prominence immediately in the event any of the representations or warranties of Hospital contained in Article 5 are items no longer true or should any action of any kind be initiated against Hospital which could reasonably be expected to result in:

- (1) the suspension or loss of such license and registration;
- (2) the suspension or loss of such accreditation; or
- (3) the imposition of any sanctions against Hospital under the Medicare or Medicaid programs.

3.16 Hospital shall furnish to Prominence evidence of registration, licensure, Medicare qualification, and is in good standing with state and federal regulatory bodies as Prominence may request. Prominence must confirm at least every three years that Hospital continues to be in good standing with these regulatory bodies. Prominence must request information from Hospital in writing with a thirty (30) day minimum notification.

3.17 Hospital shall cooperate with Prominence's complaint and appeal procedures in resolving Customer's grievances related to the provision of Covered Services. In this regard, Prominence shall bring to the attention of appropriate Hospital officials all Customer complaints involving Hospital, and Hospital shall, in accordance with its regular procedure, investigate such complaints and use its best efforts to resolve them in a fair and equitable manner. Hospital shall notify Prominence promptly of any action taken or proposed with respect to the resolution of such complaints and the avoidance of similar complaints in the future. Hospital shall notify Prominence within two (2) business days after it has received a complaint from a Customer.

3.18 Hospital Performance Data. Hospital shall allow Prominence to use Hospital performance data with prior written permission. Such performance data shall include but not be limited to:

- (a) Quality improvement activities
- (b) Public reporting to consumers
- (c) Preferred status designation in the network (tiering) for narrow networks, as applicable
- (d) Reduced Customer cost sharing



3.19 As may be required by Prominence, Hospital shall conduct business with Prominence electronically to facilitate the coordination and delivery of care and to efficiently perform Hospital obligations under this Agreement.

3.20 Non-Solicitation. During the term of this Agreement and for a period of one (1) year after termination, Hospital agrees that Hospital will not engage, directly or through a third Party in any activities that would cause Prominence to lose existing Customers or potential Customers by advising Customers or potential Customers to cancel or not renew with Prominence. Hospital will not use or disclose to any third Party, membership lists acquired during the term of this Agreement for the purpose of soliciting individuals who are Customers of Prominence. A breach of this section shall cause irreparable harm, and Prominence is entitled to injunctive relief should a breach to this section occur, in addition to damages and attorneys' fees associated thereto. Notwithstanding anything to the contrary in this Agreement and without waiving any damages associated with such a breach, breach of this section shall also be grounds for immediate termination.

#### **ARTICLE 4 DUTIES AND OBLIGATIONS OF PROMINENCE**

4.1 Prominence shall provide each Customer with an identification card for purposes of assisting Hospital in verifying Customer eligibility. In addition, Prominence shall maintain other verification procedures by which Hospital may confirm the eligibility of any Customer. Prominence shall not be liable for services rendered to a person who was not eligible at the time services were rendered. Confirmation of eligibility does not guarantee payment. In the event Provider provided services to and ineligible Customer, Provider shall seek reimbursement from such ineligible Customer to the extent permitted by applicable law, or from appropriate payor, including Medicare, Medicaid or other health plan/payor that has enrolled such Customer.

4.2 Prominence shall notify Hospital of all changes to Prominence's Provider Manual. Such changes shall become effective thirty (30) days following the date on which Prominence delivers to the Hospital notification of such change. Any changes with a material impact shall be agreed to in writing by both Parties.

4.3 Prominence shall maintain in confidence and in accordance with applicable law any medical records to which it has access under this Agreement.

4.4 Prominence shall use its best efforts to list Hospital as a Participating Provider in marketing and informational materials developed and distributed by Prominence.

4.5 Prominence shall perform the administrative, claims processing, marketing, enrollment, quality management and medical management functions that are required by this Agreement for the benefit of Customers, except as otherwise set forth in this Agreement.

4.6 Prominence shall have the sole responsibility for the advertising and marketing of applicable Prominence Plans. Hospital shall not advertise Prominence without prior written approval of Prominence. Notwithstanding the foregoing, advertisements for Hospital's services may indicate that Hospital is a Participating Provider.

**ARTICLE 5**  
**HOSPITAL REPRESENTATIONS AND WARRANTIES**

5.1 Hospital hereby represents and warrants to Prominence that:

- (1) it is licensed as a general acute care hospital under the laws of the state of Nevada and shall remain licensed appropriately under the laws of the state of Nevada during the term of the Agreement;
- (2) it has all necessary corporate power and authority to enter into and carry out the terms of this Agreement;
- (3) it is currently in good standing with the state and federal regulatory bodies;
- (4) it has all licenses, certificates, registrations, and permits necessary to perform the services required by this Agreement, and it shall maintain such licenses, certificates, registrations, and permits during the term of this Agreement with the appropriate accrediting body;
- (5) it is a qualified provider under the Medicare programs;
- (6) its employed physician providers, if any, are currently, and for the duration of this Agreement shall remain, licensed in accordance with the licensing provisions of the laws and regulations of the state of Hospital.

**ARTICLE 6**  
**HOSPITAL CHARGES, PAYMENT PROCEDURE, AND BILLINGS**

6.1 Prominence shall pay Hospital for such Covered Services provided to Customers hereunder based on the terms set forth in Exhibit A and/or Exhibit B of this Agreement, less any applicable Deductibles, Coinsurance, Copayments and other deductions within thirty (30) days or otherwise required by law.

6.2 Hospital shall comply with the claims, payment, and billing procedures set forth in Prominence's Provider Manual.

6.3 Hospital shall bill Prominence electronically or on such forms that are acceptable to Prominence and Hospital. Prominence will accept any form such as a CMS 1500 or CMS 1450, or any form that meets the standards established by HIPAA 837 4010A1 and approved by the American Medical Association, with the following information at a minimum:

- (1) Patient's Name
- (2) Patient's Date of Birth
- (3) Patient's Home Address
- (4) Insured's Name
- (5) Insured's Plan Identification Number
- (6) Plan's Group Policy Number
- (7) Name of Payor
- (8) Hospital's Billing Name and Tax Identification Number
- (9) ICD-10 Diagnosis Code
- (10) Date(s) of Service
- (11) Billed Charges
- (12) Procedural Codes
- (13) Name of Treating Physician
- (14) Proof of Authorization and Authorization Number, if applicable
- (15) National Practitioner Identifier (NPI), if issued

Hospital will furnish, on request, information reasonably required by Prominence to verify the services and charges so that payment can be made. Payment processing will not be formally initiated until all required documents are received by Prominence. If Prominence or Payer desires additional information not ordinarily provided, Hospital shall make a reasonable effort to obtain and provide it to Prominence or Payer at no charge. All billings under this Agreement must be submitted using only the Tax Identification Number(s) accepted by Prominence or Payer and supported by subsequent documents. If Prominence or

Payer determines that any data presented on the claim form is invalid or missing, claims will be entered with default codes and the claim or service will be pending for additional information. Pending claim notes are sent to Hospital detailing the missing or invalid information and then Hospital may re-submit such billings.

6.4 Hospital shall accept as payment in full, for services that it provides, the compensation specified in the applicable attached schedule. In no event, including, but not limited to Prominence or Payer's, as applicable, refusal to pay for services or supplies deemed by it not to meet contractual definitions of Medically Necessary Services as interpreted by Prominence or Payer, or breach of this Agreement, shall Hospital bill, charge, collect a deposit from, seek compensation, remuneration, or payment from, or have any recourse against Customers, or other persons acting on an Customer's behalf for Covered Services provided pursuant to this Agreement, except as described in Section 6.5. This section shall survive the termination of the engagement and this Agreement.

6.5 Hospital is entitled to bill and has the authority to collect from a Customer any applicable Deductibles, Coinsurance, and Copayments for Covered Services according to the terms of Prominence. Hospital understands and agrees that Prominence or Payer have no responsibility to pay any amount except as described in Section 6.1 above and Hospital shall bill and seek to collect Deductibles, Coinsurance, and Copayments. For Medically Necessary Covered Services delivered by Hospital under this Agreement but not paid for by Prominence or Payer, and for services not covered by this Agreement and for so long as not prohibited by Prominence or Payer, Hospital may bill Customer or other responsible Party at a usual and customary charge rate for such services.

6.6 Provided the Customer's medical record is closed, Hospital must submit claim forms together with all required documents for services rendered to a Customer within ninety (90) days of the date of service or the date the patient was discharged from Hospital or as otherwise required by law. Hospital's failure to submit bills within the time required by Prominence may result in their disallowance for purposes of payment unless such failure on the Hospital's part was with good cause as may be permitted under Prominence.

6.7 Prior to rendering services, Hospital will ask the patient to present his or her Customer identification card. In addition, Hospital may contact Prominence to obtain the most current information on the patient as a Customer. Hospital acknowledges that such information provided by Prominence is subject to change retroactively for various reasons beyond its control. If Hospital provides health care services to an individual, and it is determined that the individual was not a Customer at the time the health care services were provided, those services shall not be eligible for payment under this Agreement and any claims payments made with regard to such services may be recovered as overpayments under the process described in section 6.10.

6.8 Hospital will not bill or collect payment from the Customer for the difference between the amount paid under this Agreement and the Hospital's billed charges, or for any amounts denied or not paid under this Agreement due to:

- a) Hospital's failure to comply with Article 9,
- b) Hospital's failure to file a timely claim,
- c) Inaccurate or incorrect claim processing,
- d) Insolvency or other failure by Prominence or Payer, if Payer is an entity required by applicable law to assure that its Customers not be billed in such circumstances, or
- e) denial based on medical necessity or prior authorization.

6.9 If Hospital collects payment from or brings a collection action against a Customer for Covered Services rendered except for as permitted in section 6.5 as it relates to Deductibles, Coinsurance and Copayments, Hospital shall be in breach of this Agreement. This section 6.9 will apply regardless of whether Customer or anyone acting on Customer's behalf has executed a waiver or other document to allow Hospital to collect such payment from Customer.

In the event of such breach, Prominence or Payer may request a refund for the amount wrongfully collected from Customers. Any amounts requested and received from Hospital by Prominence or Payer in accordance with this provision shall be used to reimburse the Customer.

6.10 Each Party shall have the right, within three hundred sixty five days (365) from the date of service, to review and where appropriate, request a refund by written notice, for overpayment or underpayment. If either Party fails to request a refund on a claim within the three hundred sixty five (365) day period, the Party shall be forever barred from requesting a refund or otherwise appealing amounts owing or previously paid on such claim. Should Hospital learn of any credit balance it maintains with regard to any claim overpayment under this Agreement, Hospital will promptly report such matter and return such overpayment to Prominence or the applicable Payer within forty-five (45) days after posting its credit balance.

## **ARTICLE 7 INSPECTION OF RECORDS**

7.1 Upon request, and at reasonable times, Prominence and Hospital shall make available to the other for review such records, utilization information, and other documents or information relating directly to any determination required by this Agreement. All such information shall be held by the receiving Party in confidence and shall only be used in connection with the administration of this Agreement.

## **ARTICLE 8 COORDINATION OF BENEFITS**

8.1 Hospital shall reasonably cooperate with Prominence or Payer in coordination of benefits, to provide Prominence or Payer relevant information relating to any other coverage held by Customer and to abide by the coordination of benefits, subrogation, and duplicate coverage policies and procedures of Prominence or the applicable Payer, subject to applicable disclosure and confidentiality laws. Hospital consents to the release of medical information by Prominence to other group health plans as Prominence deems necessary and lawful to accomplish coordination of benefits.

8.2 If Prominence determines that Prominence or Payer is the primary carrier, then Hospital compensation will be on the basis specified in this Agreement.

8.3 If Prominence determines that Prominence or Payer is other than the primary carrier, Prominence or the applicable Payer will coordinate benefits based on remaining patient liability after primary health plan or payer has paid up to the Hospital's allowable amount as set forth in this Agreement less applicable copayments, deductible and/or coinsurance based on Customer's plan provisions.

## **ARTICLE 9 COMPLIANCE WITH PROMINENCE RULES**

9.1 Hospital shall use its best efforts to comply with the policies, rules and regulations adopted by Prominence, from time to time, as they relate to this Agreement, including amendments thereto. Prominence will deliver to Hospital notification of such policies, rules, regulations and amendments thereto thirty (30) days in advance of the effective date of such change. Any changes with a material impact must be agreed to by both parties and amended prior to taking effect.

9.2 Copies of Prominence policies, rules, and regulations, including information concerning any utilization review, quality management, and quality improvement plan administered by Prominence and any other pertinent documents pertaining to Prominence, shall be provided to and be available for examination by Hospital upon request.

## **ARTICLE 10 MEDICAL RECORDS AND PROTECTED HEALTH INFORMATION**

10.1 Hospital shall maintain with respect to each Customer receiving Hospital Services pursuant to this Agreement, a standard medical record in such form, containing such information, and preserved for six (6) years following the date that services were provided to Customer or such time as are required by the rules and regulations of the state of Nevada, the Medicare program, JCAHO or other regulatory bodies. The original hospital medical records shall be treated as confidential so as to comply with all state and federal

laws and regulations regarding the confidentiality of medical records. Medical records shall remain the property of Hospital and shall not be removed or transferred from the Hospital except in accordance with applicable laws and general Hospital policies, rules, and regulations relating thereto; provided, however, that Customer, Prominence and its agents shall have the right, in accordance with Section 10.2 below, to inspect, review, and make copies of such records upon request. Electronic access shall be available to Prominence and/or its representative agents. In the event a hard copy of medical records is requested they shall be provided at usual and customary charges.

10.2 Upon consent of Customer and a request for such records or information, Hospital shall provide copies of information contained in the medical records of Customers to Customers, other authorized providers of health care services, or to Prominence and its agents for the purpose of facilitating the delivery of appropriate health care services to Customers and carrying out the purpose and provisions of this Agreement, and shall facilitate the sharing of such records among health care providers involved in a Customer's care. Prominence, and if required, authorized state and federal agencies, shall have the right upon request to inspect at reasonable times and to obtain copies of all records that are maintained by the Hospital relating to the care of Customers pursuant to this Agreement.

10.3 During the term of this Agreement, Hospital may receive from Prominence, or may receive or create on behalf of Prominence, certain confidential health or medical information ("Protected Health Information" or "PHI", as further defined below). This PHI is subject to protection under state and/or federal law, including Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations"). Hospital represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and Hospital specifically agrees, on behalf of itself, its subcontractors and agents, to safeguard and protect the confidentiality of Protected Health Information consistent with applicable law, including currently effective provisions of HIPAA and the HIPAA regulations.

The Parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The Parties understand and agree that Prominence must receive satisfactory written assurance from Hospital that Hospital will adequately safeguard all Protected Health Information that it receives or creates. Upon Prominence's request, Hospital agrees within thirty (30) days to enter into negotiations with Prominence concerning the terms of an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA and the HIPAA Regulations.

Notwithstanding any other provision of this Agreement, Prominence may terminate this Agreement upon thirty (30) days' notice in the event: (a) Hospital does not promptly enter into negotiations to amend this Agreement when requested by Prominence, or (b) Hospital does not execute and deliver to Prominence an amendment to this Agreement providing assurances regarding safeguarding of PHI that Prominence, in its sole judgment, deems sufficient to meet requirements and standards of HIPAA and the HIPAA Regulations.

Notwithstanding any other provision of the Agreement, Prominence may immediately terminate this Agreement upon notification from Hospital of the occurrence of any of the following event(s): (a) Hospital or any of its subcontractor or agents disclose PHI in a manner that is not authorized by Prominence or by applicable law; (b) Hospital breaches any of the provisions in this section, or (c) Hospital or any of its subcontractors or agents engages in any other act or omission that is contrary to the obligations of a "Hospital" under any currently effective provisions of HIPAA or the HIPAA Regulations, or that otherwise prevents either Party from meeting the requirements of HIPAA, the HIPAA Regulations or other applicable law concerning security or confidentiality of PHI.

For purposes of this section, "Protected Health Information" means any information, whether oral or recorded in any form or medium for the use of Healthcare Treatment, Payment and Operations (TPO): (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to any individual; or the past, present or future payment for the provision of health care to an

individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

## **ARTICLE 11 INSURANCE**

11.1 Insurance. Hospital at its sole expense shall maintain self-insurance coverage as provided by Chapter 41 of the Nevada Revised Statutes for purpose of general liability, profession liability and other insurance as may be necessary to insure it and its employees against any claims for damages arising by reason of personal injuries or death occasioned, directly or indirectly in connection with this Agreement. Each of such policies shall be amounts as required by Nevada State law. Appropriate certificates of such insurance shall be delivered to Prominence upon request. Hospital is operated by Clark County pursuant the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Hospital are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada revised Statutes. Memorandum copies of the above insurance policies shall be provided to Prominence upon Prominence's request.

Hospital shall give Prominence immediate written notice of cancellation, modification or termination of such insurance.

11.2 Mutual Indemnification. To the extent expressly authorized by Nevada law, Hospital agrees to indemnify and hold Prominence harmless from any claims, actions, litigation costs, damages or expenses, including reasonable attorney's fees arising from the negligent acts or omission of Hospital or any of its staff or employees. Prominence agrees to indemnify and hold Hospital harmless from any claims, actions, litigation costs, damages or expenses, including reasonable attorney's fees arising from the negligent acts or omissions of Prominence or any of its staff or employees.

In the event that a claim is made against both Parties, it is the intent of both Parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both Parties shall have the right to take any and all actions they believe necessary to protect their interest

## **ARTICLE 12 TERM AND TERMINATION**

12.1 Term. This Agreement shall be for a term period of thirty-six (36) months beginning January 1, 2023 and ending December 31, 2025 at 11:59 pm, unless terminated sooner in accordance with the provisions of this article.

12.2 Termination of Agreement. Notwithstanding the forgoing, either Party may, without cause, terminate the Agreement at any time by giving ninety (90) days written notice of its intention to terminate the Agreement (the "Termination Date").

12.3 If Prominence becomes aware that any of the representations and warranties of Hospital set forth in this Agreement are not true or of the occurrence of one of the events about which Hospital should give notice pursuant to this Agreement, Prominence may, in its sole option, terminate Hospital's engagement of this Agreement effective upon notice to the Hospital.

12.4 Notwithstanding any provision in this Agreement, if at any time there shall be filed by or against a Party to this Agreement, in any court, tribunal, administrative agency or any other forum having jurisdiction, pursuant to any applicable law, either of the United states or of any state, a petition in bankruptcy or insolvency or for reorganization or for the assignment of a receiver, trustee or conservator of all or a portion of the Party's property or if a Party makes an assignment for the benefit of creditors, and if this action is not dismissed after ninety (90) calendar days, the engagement of this Agreement may be immediately canceled and terminated by the other Party.

12.5 In the event that any action of any department, branch, or bureau of the federal, state, or local government materially adversely affects the economic consequences of this Agreement for either Party,

then that Party shall notify the other of the nature of this action, including in the notice a copy of the adverse action, if necessary. The Parties shall meet within thirty (30) days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding paragraph 12.1 above, if the Parties fail to reach a negotiated modification concerning the adverse action, then the affected Party may terminate this Agreement by giving at least ninety (90) calendar days' notice or may terminate sooner if agreed to by both Parties.

## 12.6 Early Termination.

12.6.1 Notwithstanding any other provision in this Agreement, Prominence may terminate this Agreement upon notice to Hospital of the occurrence of any of the following events:

- (a) Hospital's continued failure to comply with quality and utilization management procedure and standards, as established by Prominence, after being notified by Prominence of such failure to comply. Quality and utilization management procedure and standards include, but are not limited to, access and availability, billing practices, utilization, provision of services, referrals, and cost-effective use of inpatient services unless adequately justified as determined by Prominence.
- (b) Prominence's inability to maintain agreements with hospitals, facilities, physicians, and ancillary service providers who collectively constitute a service delivery system.
- (c) Any request by Prominence that Hospital cease to care for Customers.
- (d) If the Hospital, or any of its officers, employees or agents, is the subject of an investigation, prosecution or other adverse proceeding by a unit of state or federal government, involving Hospital or its operations which results in a civil or criminal conviction, or program suspension or exclusion, of the involved Party.

Hospital shall notify Prominence in writing within ten (10) business days of the occurrence of any of the above-listed events; or upon the occurrence of any action which with the passage of time might reasonably result in such events. Hospital's failure to provide such notice will itself constitute a termination event under this Section 12.6.1.

12.7 Either Party may terminate this Agreement by providing the other Party with a minimum of thirty (30) days prior written notice in the event the other Party commits a material breach of any provision of this Agreement. The notice must specify the nature of said material breach. The breaching Party shall have thirty (30) days from receipt of the notice to correct the material breach. In the event the breaching Party fails to cure the material breach within the thirty (30) day period, this Agreement shall automatically terminate upon completion of the thirty (30) day notice period, notwithstanding any other provision in this Agreement.

In the event the material breach creates an emergency or a situation whereby the non-breaching Party is in significant jeopardy as to its ability to perform under this Agreement in the manner so intended by the Parties to this Agreement, then the non-breaching Party may give forty-eight (48) hours notice of the material breach to the other Party. If the breaching Party fails to cure the material breach within this forty-eight (48) hour time frame, this Agreement shall automatically terminate at the end of the forty-eight (48) hour notice, notwithstanding any other provision in this Agreement.

12.8 Obligations Following Termination. Following the effective date of any expiration or termination of this Agreement or Plan, Hospital and Prominence will cooperate as provided in this Section 12.8.

12.8.1 Upon Termination. Upon expiration or termination of the Agreement for any reason Hospital shall continue to provide patient care to Customers receiving inpatient care from the Hospital on the date of termination until the earlier transfer of such Customers to another Participating Provider or thirty (30) days.

Hospital and Prominence shall cooperate with each other and facilitate such transfer and notification to Customers of termination of the Agreement as soon as practicable however, Prominence will have the ultimate responsibility to notify each member that is directly affected by the termination of this Agreement.

The provision of Covered Services and Rate Schedule for such Covered Services shall be made in accordance with the terms of this Agreement which shall be deemed extended until such Customers are transferred to a Participating Provider or five (5) business days after notification of the termination of the Agreement to Customers, whichever is later. This section shall survive the termination of the engagement and this Agreement.

12.9 Notwithstanding the termination of the engagement or this Agreement, Prominence shall continue to have access to the records maintained by Hospital in accordance with Section 10.1 for a period of six (6) years from the date of the last provision of the Covered Services to Customers to which the records refer for purposes consistent with their rights, duties, and obligations under this Agreement.

12.10 Nothing contained herein shall be construed to limit either Party's lawful remedies in the event of a material breach of this Agreement.

### **ARTICLE 13 USE OF NAME**

13.1 Except as provided in this paragraph, neither Party shall use the other's name, symbols, trademarks, or service marks in advertising or promotional material or otherwise. Except as set forth in the preceding sentence, neither Party may use the names, logos, trademarks or service marks of the other Party in marketing materials or otherwise, except upon receipt of such Party's prior written consent, which shall not be unreasonably withheld.

### **ARTICLE 14 MISCELLANEOUS**

14.1 If any term, provision, covenant, or condition of this Agreement is invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect. The invalidity or unenforceability of any term or provision hereof shall in no way affect the validity or enforceability of any other term or provision, unless the absence of the invalid, void or unenforceable term or provision materially alters the intent of the Agreement.

14.2 This Agreement (including its exhibits) contains the complete understanding and agreement between Hospital and Prominence and supersedes all representations, understandings, or agreements prior to the execution hereof.

14.3 It is agreed between the Parties that this Agreement was jointly negotiated and drafted by the Parties and their respective attorneys and that it shall not be interpreted or construed in favor of, or against, any Party on the grounds that said Party drafted the Agreement.

14.4 Prominence and Hospital agree that, to the extent compatible with the separate and independent management of each, they shall at all times maintain an effective liaison and close cooperation with each other to provide maximum benefits to Customers at the most reasonable cost consistent with quality standards of hospital care.

14.5 Assignment. Neither this Agreement, nor any interest herein shall be assigned, transferred, hypothecated or otherwise conveyed by either Party without the prior written consent of the other Party. Any attempted assignment in violation of this section shall be void.

14.6 None of the provisions of this Agreement are intended to create nor shall be deemed to create any relationship between Prominence and Hospital other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees shall be construed to be the agent, employer, employee, or representative of the other.

14.7 This Agreement shall be construed in accordance with the laws of the state of Nevada.



14.8 Any notice required or permitted to be given pursuant to the terms of this Agreement shall be sent by registered mail or certified mail, return receipt requested, postage prepaid to:

If to Prominence: Prominence Health Plan  
1510 Meadow Wood Lane  
Reno, Nevada 89502-8503  
Attn: Contracting Department

If to Hospital: University Medical Center of Southern Nevada  
1800 W. Charleston Blvd  
Las Vegas, NV 89102  
ATTN: Chief Executive Officer

With a copy via email to Rose Coker at: [Rose.Coker@umcsn.com](mailto:Rose.Coker@umcsn.com)

14.9 This Agreement applies to all Hospital Facilities Listed in Attachment A.

14.10 Hospital agrees this is not an exclusive agreement and that Prominence may contract with other providers to serve in the same capacity as the Hospital. Prominence agrees this is not an exclusive agreement and that Hospital may contract with other Companies that serve in the same capacity as Prominence.

14.11 Confidentiality. Prominence acknowledges that Hospital is a public county owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239 and as such its contracts are public documents available to copying and inspection by the public. This Agreement shall not become effective until it is presented to and approved during a public meeting of Hospital's governing board. If Hospital receives a demand for the disclosure of any information related to programs, services, business practices or procedures, Hospital will immediately notify Prominence of such demand and Prominence shall immediately notify Hospital of its intention to seek injunctive relief in a Nevada court for protective order.

14.12 Intentionally omitted.

14.13 Prominence and the Hospital understand and agree that any payments made directly or indirectly to the Hospital under any Hospital incentive provisions set forth in this Agreement are not made as an inducement to reduce or limit medically necessary services to any specific Customer. If a Hospital believes that an incentive may have such an effect in a particular situation, it will immediately notify Prominence in writing, who shall determine whether the incentive shall be suspended or modified.

14.14 The waiver by either Party of a failure to perform any covenant or condition set forth in this Agreement shall not act as a waiver of performance for a subsequent breach of the same or any other covenant or condition set forth in this Agreement. Such waiver shall not prevent a party from later pursuing remedies for breach of an condition or promise.

14.15 The Parties hereto agree to meet and confer in good faith with each other and shall attempt to resolve any dispute arising out of or relating to this Agreement or the preparation thereof by mutual agreement prior to submitting the dispute to mediation. Any problem or dispute arising under this Agreement and/or concerning the terms of this Agreement, including a Utilization Review decision, shall be submitted to mediation prior to any action at law or in equity. Such mediation shall be initiated by either Party making a written demand for mediation on the other Party, which demand shall set out the nature and basis of the dispute and the relief sought. Mediation shall be facilitated by a neutral mediator satisfactory to both Parties, and the Parties shall share in the cost of mediation equally. All things done, said or written at or in connection with such mediation shall be confidential and privileged and may not, under any circumstances be disclosed or offered as evidence in any subsequent proceeding. This section shall not apply to the right of Prominence to terminate this Agreement subject to Article 12. If the dispute cannot be resolved by the mediation process described above, either Hospital or Prominence may commence an action in the Second Judicial District Court for the state of Nevada. All disputes shall be governed under Nevada Law.

14.16 The provisions of this Agreement may be amended upon thirty (30) days written notice by either Party, and only by mutual agreement between both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its duly authorized representatives.

**Prominence HealthFirst**  
**("Prominence")**

Signed:  \_\_\_\_\_

Print Name: Kamal Jemmoua

Title: Chief Executive Officer

Date: 1/12/2023

**University Medical Center of Southern Nevada**  
**("Hospital")**

Signed: \_\_\_\_\_

Print Name: Mason Van Houweling

Title: Chief Executive Officer

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

Tax ID Number: 86-6000436

**Schedule of Supporting Documents  
for the  
Provider Participation Agreement**

Attachment A – Location Listing  
Attachment B – Network Products

Exhibit A – Fee Schedule(s) for Standard Commercial Plan

**Attachment A**  
**Location\* Listing**

Hospital Address: 1800 West Charleston Blvd  
Las Vegas, NV 89102  
Phone: 702.383.2000

Mailing Address: 1800 West Charleston Blvd  
Las Vegas, NV 89102

Billing/Remittance Address: PO Box 749556  
Los Angeles, CA 90074

Tax ID: 86-6000436

Practitioner(s) Covered Under this Agreement: See attached.

All Locations and Tax ID's must be supported by an attached W-9

**Attachment B**  
**Network Products**

Nevada Preferred UHN/NPP PPO Network  
Prominence HealthFirst HMO

Exhibit A  
PROMINENCE HEALTHFIRST HOSPITAL PARTICIPATION AGREEMENT  
Fee Schedule for Standard Commercial Plan

[The information in this attachment is confidential and proprietary in nature]

Exhibit B  
Prominence Commercial Plan  
Physician/Provider Rates

[The information in this attachment is confidential and proprietary in nature]

**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

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply) N/A</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 18</b>						
<b>Corporate/Business Entity Name:</b>		Prominence HealthFirst				
<b>(Include d.b.a., if applicable)</b>		Prominence Health Plan				
<b>Street Address:</b>		8311 W. Sunset Road Suite 105		<b>Website:</b> prominencehealthplan.com		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89113		<b>POC Name:</b> Philip Ramirez		
				<b>Email:</b> philip.ramirez@uhsinc.com		
<b>Telephone No:</b>		775-770-9348		<b>Fax No:</b> N/A		
<b>Nevada Local Street Address:</b>		N/A		<b>Website:</b>		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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)
Prominence Holdings, LLC	Entity	100%

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

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

 Signature	Philip Ramirez Print Name
Chief Compliance Officer Title	1/5/2023 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)

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***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**

<b>Issue:</b>	<b>First Amendment to Provider Services Agreement with Molina Healthcare of Nevada, Inc. (Medicare Advantage Product Amendment)</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the First Amendment to Provider Services Agreement with Molina Healthcare of Nevada, Inc.; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

Fund Number: 5420.000  
Fund Center: 3000850000  
Description: Managed Care Services  
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance  
Term: First Amendment – 1/1/2022 to 12/31/2024  
Amount: First Amendment – Revenue based on volume  
Out Clause: 90 days w/o cause

Fund Name: UMC Operating Fund  
Funded Pgm/Grant: N/A

**BACKGROUND:**

On November 17, 2021, the Governing Board approved the Hospital Services Agreement and the Provider Services Agreement with Molina Healthcare of Nevada, Inc., (“Molina”) to provide its members healthcare access to the hospital and its associated Urgent Care facilities. The initial Agreement Term for both Agreements was from January 1, 2022 to December 31, 2024 and either party may terminate upon ninety (90) days’ written notice.

This First Amendment requests to update the Provider Services Agreement as follows: 1.1: Attachment A, Products to include the following Product in which UMC agrees to participate with Medicare Advantage; 1.2: Attachment B-2, Compensation Schedule for Medicare Advantage; 1.3: Attachment E, Medicare Advantage, Law and Government Program Requirements; 1.4: Effective Date, This Amendment will become effective on January 1, 2023.

In accordance with NRS 332.115(1)(f), the competitive bidding process is not required for insurance services.

UMC’s Director of Managed Care has reviewed and recommends approval of this Amendment.

Cleared for Agenda  
January 25, 2023

Agenda Item #

**6**

This Amendment has been approved as to form by UMC's Office of General Counsel

Molina currently holds a Clark County business license.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their January 18, 2023 meeting and recommended for approval by the Governing Board.

**FIRST AMENDMENT**  
**MOLINA HEALTHCARE OF NEVADA, INC.**  
**MEDICARE ADVANTAGE PRODUCT AMENDMENT**

Molina Healthcare of Nevada, Inc. (“Health Plan”) and University Medical Center of Southern Nevada (“Provider”) enter into this Medicare Advantage Amendment (“Amendment”) on the Effective Date indicated below. The Provider and Health Plan each are referred to as a “Party” and are collectively referred to as the “Parties” in this Amendment.

**RECITALS**

WHEREAS, the Parties have entered into a Provider Services Agreement dated January 1, 2022 (the “Agreement”);

WHEREAS, Health Plan desires that Provider participate in the Medicare Advantage Product on the date it becomes operational for Health Plan, which is January 1, 2023; and

WHEREAS, Health Plan desires to update the compensation schedule for the Medicare Advantage Product.

NOW, THEREFORE, in consideration of the promises and representations stated in the recitals, which are incorporated into the Amendment, the Agreement is amended as stated in this Amendment.

- 1.1 **Products.** If not previously included in the Agreement, Attachment A – Products or other corresponding section in the Agreement is updated to include the following Product in which Provider agrees to participate.  
**Medicare Advantage.**
- 1.2 **Compensation Attachment.** Attachment B-2 - Compensation Schedule, Medicare Advantage, attached to this Amendment, is added to the Agreement.
- 1.3 **Medicare Advantage Attachment.** Attachment E - Medicare Advantage, Laws and Government Program Requirements, attached to this Amendment, is added to the Agreement.
- 1.4 **Effective Date.** This Amendment will become effective on January 1, 2023 (“Effective Date”) and will renew with and under the terms of the Agreement.
- 1.5 **Use of Defined Terms.** Capitalized terms in this Amendment will have the same meanings ascribed to the terms in the Agreement unless otherwise noted in this Amendment.
- 1.6 **Full Force and Effect.** Except as modified by this Amendment, the Agreement will remain unaffected and will continue in full force and effect in accordance with its terms. The terms of this Amendment will prevail if there is a conflict between this Amendment and the Agreement or an earlier amendment.
- 1.7 **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

## SIGNATURE AUTHORIZATION

In consideration of the promises and representations stated, the Parties agree as set forth in this Amendment. The Authorized Representative acknowledges, warrants, and represents that the Authorized Representative has the authority and authorization to act on behalf of its Party. The Authorized Representative further acknowledges and represents that he/she received and reviewed this Amendment in its entirety.

The Authorized Representative for each Party executes this Amendment with the intent to bind the Parties in accordance with this Amendment.

### Provider Signature and Information.

Provider's Legal Name ("Provider") – as listed on applicable tax form (i.e. W-9): University Medical Center of Southern Nevada	
Authorized Representative's Signature:	Authorized Representative's Name – Printed: Mason Van Houweling
Authorized Representative's Title: Chief Executive Officer	Authorized Representative's Signature Date:

### Health Plan Signature and Information.

Molina Healthcare of Nevada, Inc., a Nevada Corporation ("Health Plan")	
Authorized Representative's Signature: <i>Michael Easterday</i>	Authorized Representative's Name – Printed: Michael Easterday
Authorized Representative's Title: Chief Executive Officer	Authorized Representative's Countersignature Date: 11/2/2022

ATTACHMENT B-2  
MOLINA HEALTHCARE OF NEVADA, INC. – MEDICARE ADVANTAGE PRODUCT  
AMENDMENT ATTACHMENT B-2 COMPENSATION SCHEDULE

[The information in this attachment is confidential and proprietary in nature]

## ATTACHMENT E

### Medicare Advantage

#### Laws and Government Program Requirements

This attachment sets forth applicable Laws and Government Program Requirements or other provisions necessary to reflect compliance for the Medicare Advantage Product. This attachment will be automatically modified to conform to subsequent changes to Laws or Government Program Requirements. All provisions of the Agreement not specifically modified by this attachment remain unchanged and will control. In the event of a conflict between this attachment and any other provision in the Agreement, the provisions in this attachment will control for the Medicare Advantage Product. Capitalized terms used in this attachment will have the same meaning ascribed to them in the Agreement unless otherwise set forth in this attachment. Any purported modification or any provision in this attachment that is inconsistent with a Law or Government Program Requirement will not be effective and will be interpreted in a manner that is consistent with the applicable Law and Government Program Requirement. This attachment only applies to the Medicare Advantage Product.

#### 1.1 Definitions.

- a. **Completion of Audit** means a completion of audit by The U.S. Department of Health and Human Services (“HHS”), the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or Related Entity.
- b. **Downstream Entity** means any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare Advantage benefit, below the level of the arrangement between a Medicare Advantage Organization (or applicant) and a First Tier Entity. These written arrangements continue down to the level of the ultimate provider for health and administrative services.
- c. **Final Contract Period** means the final term of the contract between CMS and the Medicare Advantage Organization.
- d. **First Tier Entity** means any party that enters into a written arrangement, acceptable to CMS, with a Medicare Advantage Organization or applicant to provide administrative services or health care services for a Medicare eligible individual under the Medicare Advantage program.
- e. **Medicare Advantage Organization** means a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the Medicare Advantage contract requirements.
- f. **Related Entity** means any entity that is related to the Medicare Advantage Organization by common ownership or control and; (i) performs some of the Medicare Advantage Organization's management functions under contract or delegation; (ii) furnishes services to Medicare enrollees under an oral or written agreement; or (iii) leases real property or sells materials to the Medicare Advantage Organization at a cost of more than \$2,500 during a contract period.

- 1.2 **Right to Audit.** HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the First Tier Entity, Downstream Entity, and Related Entity, through ten (10) years from the final date of the Final Contract Period of the contract entered into between CMS and the Medicare Advantage Organization or from the date of completion of any audit, whichever is later.

- 1.3 **Right to Audit Directly from FDR.** HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any records under Section 1.2, of this attachment, directly from any First Tier Entity,

Page 4 of 5



Downstream Entity, and Related Entity. For records subject to review under Section 1.2, except in exceptional circumstances, CMS will provide notification to the Medicare Advantage Organization that a direct request for information has been initiated.

- 1.4 **Confidentiality.** Provider will comply with the confidentiality and Member record accuracy requirements, including: (i) abiding by all Laws regarding confidentiality and disclosure of medical records, or other health and enrollment information; (ii) ensuring that medical information is released only in accordance with applicable Law, or pursuant to court orders or subpoenas; (iii) maintaining the records and information in an accurate and timely manner; and (iv) ensuring timely access by Members to the records and information that pertain to them.
- 1.5 **Hold Harmless.** Members will not be held liable for payment of any fees that are the legal obligation of the Medicare Advantage Organization.
- 1.6 **Cost-Sharing.** For all Members eligible for both Medicare and Medicaid, Members will not be held liable for Medicare Part A and B cost-sharing when the State is responsible for paying such amounts. Provider will be informed of Medicare and Medicaid benefits and rules for enrollees eligible for Medicare and Medicaid. Provider may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. Provider will: (i) accept the Health Plan payment as payment in full; or (ii) bill the appropriate State source.
- 1.7 **Delegation.** Any services or other activity performed in accordance with a contract or written agreement by Provider or a Downstream Entity of Provider must be consistent and comply with the Medicare Advantage Organization's contractual obligations.
- 1.8 **Prompt Payment.** Health Plan will pay Provider for Clean Claims for Covered Services, that are determined to be payable, in accordance with Laws, Government Program Requirements, and this Agreement. Health Plan will make such payment within sixty (60) days.
- 1.9 **Compliance with Medicare Laws.** Provider will comply with all applicable Medicare Laws, regulations, and CMS instructions.
- 1.10 **Benefit Continuation.** Provider agrees to provide for continuation of Member health care benefits: (i) for all Members, for the duration of the period for which CMS has made payments to Health Plan for Medicare services; and (ii) for Members who are hospitalized on the date Health Plan's contract with CMS terminates, or, in the event of insolvency, through discharge
- 1.11 **Accountability.** Health Plan may only delegate activities or functions to a First Tier Entity or Downstream Entity in a manner that is consistent with the requirements set forth in Health Plan's contractual obligations.
- 1.12 **Reporting.** Provider agrees to provide relevant data to support Health Plan in complying with the requirements set forth in 42 CFR 422.516 and 42 CFR 422.310

**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

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 117</b>						
<b>Corporate/Business Entity Name:</b> Molina Healthcare of Nevada, Inc.						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		8329 W. Sunset Rd. Suite 100		<b>Website:</b> <a href="https://www.molinahealthcare.com/NV">https://www.molinahealthcare.com/NV</a> (Molina NV website to go live 01/01/2022)		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89113		<b>POC Name:</b> Jackie Hernandez, AVP Government Contracts <b>Email:</b> Jacqueline.hernandez1@molinahealthcare.com		
<b>Telephone No:</b>		909-747-4742		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

**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)
Mike Easterday	President and Chair	
Tom Tran	Vice President and Treasure	
Jeff Barlow	Secretary	
Dr. Jason Dees	Chief Medical Officer	

**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.

<u>Jacqueline Hernandez</u> Signature	Jacqueline Hernandez Print Name
AVP, Government Contracts Title	11/02/2021 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

\* 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)

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***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**

<b>Issue:</b>	<b>Amendment #1 to Preferred Provider Agreement with Culinary Health Fund Administrative Services, LLC</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment to Preferred Provider Agreement with Culinary Health Fund Administrative Services, LLC; and take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

Fund Number: 5420.000  
Fund Center: 3000850000  
Description: Managed Care Services  
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance  
Term: 1/1/2021 to 11/30/2023  
Amount: Revenue based on volume  
Out Clause: 90 days w/o cause

Fund Name: UMC Operating Fund  
Funded Pgm/Grant: N/A

**BACKGROUND:**

Since March 1992, UMC has had an agreement with Culinary Health Fund Administrative Services, LLC (“Culinary”) (previously called “HEREIU Welfare Fund/Prime Health, Inc.”) for managed care services. UMC entered into a new agreement with Culinary effective January 1, 2021, to provide its members continued healthcare access to the UMC Hospital and its associated Urgent Care facilities, and to adjust the Urgent Care reimbursement.

This Amendment requests an update to the Agreement Attachment B to add the specialty of Anesthesiology at the 1994 Resource Based Relative Value Scale reimbursement rates. All other terms and conditions of the Agreement shall remain in full force and effect.

UMC’s Director of Managed Care has reviewed and recommends approval of this Amendment.

This Amendment has been approved as to form by UMC’s Office of General Counsel.

Cleared for Agenda  
January 25, 2023

Agenda Item #

**7**

A Clark County business license is not required as UMC is the provider of hospital services to this insurance fund.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their January 18, 2023 meeting and recommended for approval by the Governing Board.

**CULINARY HEALTH FUND ADMINISTRATIVE SERVICES, LLC  
PREFERRED PROVIDER AGREEMENTS  
AMENDMENT #1**

THE AMENDMENT OF THE AGREEMENT is made and entered into as of \_\_\_\_\_ between University Medical Center of Southern Nevada and Culinary Health Fund Administrative Services, LLC, a corporation organized under the laws of the State of Nevada.

**RECITALS**

Pursuant to an Agreement dated January 1, 2021 between University Medical Center of Southern Nevada ("PROVIDER") and Culinary Health Fund Administrative Services, LLC PROVIDER agreed to provide certain described services for participants and eligible dependents of Culinary Health Fund Administrative Services, LLC in exchange for certain described compensation.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Culinary Health Fund Administrative Services, LLC and PROVIDER agree that the Agreement is amended as follows:

- Attachment B shall be amended to add the specialty of Anesthesiology as follows:

For Eligible Persons of the Group, PROVIDER agrees to accept the 1994 Resource Based Relative Value Scale (RBRVS) reimbursement rates indicated below for any Medically Necessary, Covered Services provided to such Eligible Persons. PROVIDER will accept this payment as payment in full and will not balance bill Eligible Persons except for appropriate copayments, coinsurance and/or deductibles, if any. PROVIDER shall be reimbursed pursuant to the Group and/or NETWORK's administrative guidelines under this section.

<u>Specialty</u>	<u>CPT Codes</u>	<u>Conversion Factor</u>
Anesthesiology	00100-019999	per 2008 ASA unit for Physicians
Anesthesiology	00100-019999	per 2008 ASA unit for CRNAs
Anesthesiology	All other codes	per 1994 RBRVS unit for Physicians
Anesthesiology	All other codes	per 1994 RBRVS unit for CRNAs

All other terms and conditions of the agreement as amended shall remain in full force and effect.

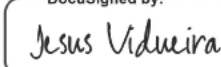
**UNIVERSITY MEDICAL CENTER OF  
SOUTHERN NEVADA**

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

Name: \_\_\_\_\_  
Please Print

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

**CULINARY HEALTH FUND  
ADMINISTRATIVE SERVICES LLC**

By:   
\_\_\_\_\_  
6E606269CA24455...  
Jesus Vidueira  
President

Date: 1/5/2023

## INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

### **Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

### **General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

### **Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

**Business Entity Type** – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

**Non-Profit Organization (NPO)** – Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

**Business Designation Group** – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). 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.

**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.

**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.**

**List of Owners/Officers** – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

**For All Contracts – (Not required for publicly-traded corporations)**

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

**Signature and Print Name** – Requires signature of an authorized representative and the date signed.

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type</b>					
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input checked="" type="checkbox"/> Non-Profit Organization
<b>Business Designation Group</b>					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> LBE	<input type="checkbox"/> NBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise
<b>Corporate/Business Entity Name:</b>		UNITE HERE HEALTH			
<b>(Include d.b.a., if applicable)</b>		CULINARY HEALTH FUND			
<b>Street Address:</b>		1901 LAS VEGAS BLVD. SOUTH #101		<b>Website:</b> www.culinaryhealthfund.org	
<b>City, State and Zip Code:</b>		LAS VEGAS, NV 89104		<b>POC Name and Email:</b> CINDY PEARSON	
<b>Telephone No:</b>		702-892-7342		<b>Fax No:</b> 702-892-7326	
<b>Local Street Address:</b>				<b>Website:</b>	
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>	
<b>Local Telephone No:</b>				<b>Local POC Name Email:</b>	
<b>Number of Clark County Nevada Residents Employed:</b>					

**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).

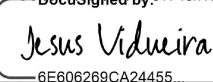
**Entities** include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Matthew Walker	CEO	
Dolores Michael	COO	
Joel VandeVusse	CFO	
Jesus Vidueira	President, Las Vegas	

**This section is not required for publicly-traded corporations. WE ARE NOT A PUBLICLY-TRADED CORPORATION**

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☐ No (If yes, please note that County 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 Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

  
 6E606269CA24455

JESUS VIDUEIRA

Signature  
 PRESIDENT

Print Name  
 1/10/2023

Title

Date

DISCLOSURE OF RELATIONSHIP

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

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

\* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

“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 County Use Only:

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

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

<b>Issue:</b> <b>Provider Agreement with Alireza Farabi, M.D., P.C. for Professional Services</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Provider Agreement with Alireza Farabi, M.D., P.C. for Professional Services; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. (<i>For possible action</i>)</b>	

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000726300	Funded Pgm/Grant: UMC Patient Grants
Description: Outpatient infectious disease medical services	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: 2/1/2023 to 1/31/2026 with two 1-year options	
Amount: NTE \$379,184.00 per year or NTE \$1,895,920.00 for five (5) years	
Out Clause: 30 days without cause	

**BACKGROUND:**

Since January 1998, UMC has been a long-standing participant of the federal funded Ryan White HIV/AIDS Program that provides HIV related health services to those who do not have sufficient health care coverage or financial resources.

This request is to enter into a new Provider Agreement with Alireza Farabi, M.D., P.C. (“Provider”) for professional services at UMC’s Wellness Center. The Provider will perform outpatient infectious disease medical services, office based diagnostic services, and treatments of HIV infected individuals in the Las Vegas Eligible Metropolitan Area. UMC will compensate the Provider an hourly rate of \$182.30 (estimated NTE \$379,184.00 per year or potential aggregate NTE \$1,895,920.00) for five (5) years from February 1, 2023 to January 31, 2026, with the option to extend for two (2) additional one year terms. Either party may terminate this Agreement with a thirty (30) day written notice to the other.

In accordance with NRS 332.115(1)(b) the competitive bidding process is not required as the services to be performed are professional in nature.

UMC’s Director of Wellness Center has reviewed and recommends approval of this Agreement.

Cleared for Agenda  
January 25, 2023

Agenda Item #

**8**

This Agreement has been approved as to form by UMC's Office of General Counsel.

Provider currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their January 18, 2023 meeting and recommended for approval by the Governing Board.

**PROVIDER AGREEMENT  
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
AND  
ALIREZA FARABI, M.D., P.C.**

THIS AGREEMENT is made and entered into by and between University Medical Center of Southern Nevada (hereinafter called "UMC") and Alireza Farabi, M.D., P.C. (hereinafter called "Provider").

WHEREAS, UMC is a county hospital established pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes;

WHEREAS, since January 1998 UMC has been a long-standing participant of the federal funded Ryan White HIV/AIDS Program ("Program") that provides HIV-related health services to those who do not have sufficient health care coverage or financial resources;

WHEREAS, UMC desires primary care and infectious medical services in the area of Clark County, Nevada; and

WHEREAS, Provider is qualified to render such professional primary care and infectious disease medical services; and

WHEREAS, UMC desires to engage Provider to render such primary care and Infectious disease medical services.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**I. PURPOSE**

UMC hereby hires Provider to provide Primary Care and Infectious Disease Medical Services to services to HIV infected individuals in the Las Vegas Eligible Metropolitan Area for UMC's Wellness Center ("Center").

**II. SCOPE OF SERVICES**

Provider shall perform the services as described in Attachment A, appended hereto and made part of this Agreement.

**III. COMPENSATION**

1. UMC shall reimburse Provider for the services described in Attachment A at the agreed upon rates in Attachment B for actual hours worked and/or services satisfactorily performed, at the rate of \$182.30 per hour, in an aggregate amount not to exceed \$379,184 annually. All expenses/costs incurred by Provider in excess of this amount, shall be the sole responsibility of Provider.
2. It is agreed by the parties that at all times and for all purposes hereunder that Provider is an independent contractor and not an employee of Center or UMC. No statement contained in this Agreement shall be construed so as to find Provider and its employees to be an employee of Center or UMC, and they shall be entitled to none of the rights, privileges, or benefits of employees of Center or UMC whatsoever, including, but not limited to health/welfare benefits, paid holidays, death benefits, vacation leave, personal or sick leave benefits, compensatory time accumulation or leave, or retirement benefits. Provider is responsible to pay all self-employment tax.
3. Provider shall include a detailed invoice summary form which includes, at a minimum, days and hours worked.

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4. Provider shall maintain such records and accounts supporting claims and invoices for a period of five (5) years from the date of final payment under this Agreement, except where unresolved audit questions require retention for a longer period as determined by UMC. Copies of these records shall be available during regular business hours, and upon reasonable advance written notice, for audit purposes by UMC, any authorized representative of Center, any authorized representative of Clark County Nevada, any Ryan White representative or any authorized representative of state or federal government.

#### IV. RESPONSIBILITIES OF PROVIDER

1. Any and all personnel providing services under this Agreement shall be employees of Provider.
2. Provider and its personnel shall exercise independent professional judgment and shall assume professional responsibility for all services to be provided hereunder.
3. Provider warrants that it is authorized by law to engage in the performance of the activities encompassed by the services described herein.
4. Provider is responsible for the quality and quantity of services performed under this Agreement.
5. Provider shall at its sole expense procure and maintain professional liability, errors and omissions insurance at a limit of not less than one million dollars (\$1,000,000) per occurrence and upon UMC's request shall furnish UMC with a "Certificate of Insurance" as verification this coverage is in force.
6. To the extent of any negligence of Provider or its personnel, Provider's insurance coverage shall be primary insurance with respect to UMC and its elected/appointed officials, employees and agents. Any insurance and/or self-insurance maintained by UMC and its elected/appointed officials, employees or agents shall not contribute to Provider's insurance or benefit Provider in any way.
7. Provider shall comply with all federal, state and local laws, ordinances, rules and regulations (including without limitation, Medicare), all requirements of The Joint Commission, any Program grant requirements, as well as applicable codes of ethics, pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said laws, ordinances, rules or regulations which adversely impact patient care and safety shall constitute a material breach of this Agreement and shall entitle UMC to terminate this Agreement immediately upon delivery of written notice of termination to Provider.
8. Provider and its personnel shall indemnify and hold harmless UMC and its agencies, officials, employees, agents, servants and contractors against any claims, liabilities, or expenses including reasonable attorney fees, arising as a result of any direct or indirect action or omission of Provider, and its providers, employees, agents, clients, or contractors while rendering care under this Agreement.
9. In the event of any professional liability claim against Provider or its personnel, Provider and its personnel shall not seek to join UMC, or Clark County and any of their departments, agencies, officials, employees, servants or agents in such action or hold them responsible in any way for legal protection of Provider and/or its personnel.
10. Upon termination of this Agreement for any reason all finished and unfinished documents, data, manuals, guides, reports and other documentation prepared by Provider for UMC shall, at the option of UMC, be delivered immediately to Center and remain the property of UMC.

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V. MODIFICATIONS AND AMENDMENTS

Any and all modifications to the provisions of this Agreement must be in writing and approved by UMC and/or through UMC's Governing Board.

VI. TERM

The term of this Agreement shall begin on February 1, 2023 and end on January 31, 2026. Thereafter, this Agreement may be renewed by UMC upon written notice to Provider, for two (2) additional one (1) year terms unless terminated in accordance with Sections VII to X.

VII. TERMINATION WITHOUT CAUSE

Either party may terminate this Agreement by giving to the other party written notification of termination at least thirty (30) days prior to termination. Upon termination, the parties agree that any adjustments necessary shall be made and all monies due for services rendered prior to termination shall be paid within sixty (60) days of the date of termination. UMC shall not be obligated to pay for any services provided by Provider after the effective date of termination.

VIII. TERMINATION FOR CAUSE

If Provider fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Provider shall violate any of the covenants, terms or stipulations of this Agreement, UMC shall have the right to terminate this Agreement immediately by giving written notice to Provider of such termination and specifying the effective date thereof. Final payment shall be based on actual hours of satisfactory performance and/or units of service, and in no case shall UMC be obligated to pay for any services provided by Provider after the effective date of termination.

IX. TERMINATION DUE TO LACK OF FUNDS

In the event that funds, in whole or in part, are not available to begin or to continue this Agreement at the level of services specified, UMC may terminate or renegotiate this Agreement. UMC shall not be obligated to pay for any services rendered after Provider has received written notice of termination pursuant to this Section.

X. BUDGET ACT AND FISCAL FUND OUT CLAUSE

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 UMC for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and UMC's obligations under it shall be extinguished at the end of any of UMC's fiscal years in which UMC'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. UMC 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 current fiscal year. Termination under this Section shall not relieve UMC of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

XI. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996.

- a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; and (iii) identifies such individual.
- b. Provider shall use its reasonable efforts to preserve the confidentiality of Protected Health Information it receives from UMC, and shall be permitted only to use and disclose such information to the extent that UMC is permitted to use and disclose such information pursuant to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8;

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42 U.S.C. 1320d-2) ("HIPAA"), regulations promulgated thereunder ("HIPAA Regulations") and applicable state law. UMC and provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

- c. UMC shall, from time to time, obtain applicable privacy notice acknowledgements and/or authorizations from patients and other applicable persons, to the extent required by law, to permit UMC, Provider and their respective employees and other representatives, to have access to and use of Protected Health Information for purposes of the OHCA. UMC and Provider shall share a common patient's Protected Health Information to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

## XII. GENERAL CONDITIONS

1. Provider agrees to accept any additional conditions governing the use of funds or performance of Program as may be required by federal, state or local statute, ordinance, rule or regulation or Program grant requirements. However, should Provider find such additional condition or conditions unacceptable, it has the option of terminating this Agreement upon fifteen (15) days written notice.
2. The parties hereto agree that this Agreement shall not be assignable nor can any part of the services to be provided be subcontracted without written consent of UMC.
3. The waiver of any term of this Agreement, or the failure of UMC to insist on strict compliance and prompt performance of any terms of this Agreement, followed by the acceptance of such performance thereafter, shall not constitute or be construed as a waiver or relinquishment of any right by UMC to enforce all terms strictly in the event of a continuous or subsequent default.
4. Each provision of this Agreement shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions of the Agreement, which shall remain in full force and effect.
5. This Agreement shall be construed by and governed under the laws of the State of Nevada and subject to the jurisdiction of its courts. Any litigation between the parties relating to this Agreement shall be filed and pursued in the District Court of Clark County.
6. Time shall be of the essence regarding this Agreement.
7. Any notice required or permitted under this Agreement shall be in writing and hand delivered with receipt obtained therefore, or mailed, postage prepaid, to the other party by certified mail, return-receipt requested to the following:

For UMC: Chief Executive Officer  
University Medical Center of Southern Nevada  
1800 West Charleston Boulevard  
Las Vegas, Nevada 89102

For Provider: Alireza Farabi, M.D., P.C.  
2285 Spruce Goose Street, #A-304  
Las Vegas, NV 89135

8. Provider represents and warrants to UMC that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by



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

9. If the services to be provided by Provider hereunder are subject to the disclosure requirements of 42 U.S.C. 1395x (v) (1) (I), Provider shall, until expiration of four (4) years, make available, upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and the books, documents and records of Provider that are necessary to certify the nature and extent of the costs incurred under this Agreement through a subcontractor with a value or cost of \$10,000.00 or more over a twelve (12) month period. In addition, with respect to any applicable subcontract, such subcontract shall contain a clause to the effect that, should the subcontractor be deemed a related organization, until the expiration of four (4) years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available, upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of the subcontract, and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement.

During the term of this Agreement, upon reasonable prior written request and during normal business hours, Provider shall allow UMC reasonable access to Provider records concerning the services provided hereunder. UMC warrants and represents that it has obtained any necessary written consent from UMC patients for the release of such records. Such consent shall satisfy all applicable laws and regulations including but not limited to the privacy regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

10. This Agreement may be executed in any number of copies and each such copy shall be deemed an original.
11. The recitals are hereby incorporated as part of this Agreement.
12. This Agreement constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein. This Agreement supersedes and replaces any prior agreement between the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the dates set forth below.

UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA

ALIREZA FARABI, M.D., P.C.

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

By: Alireza Farabi  
Alireza Farabi (Jan 11, 2023 13:51 PST)

Mason Van Houweling

Printed Name: Dr. Farabi, M.D.

Chief Executive Officer

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

Date: Jan 11, 2023

**ATTACHMENT A**  
**Ryan White Program SOW**  
**ALIREZA FARABI, M.D., P.C.**

1. The Provider will provide outpatient infectious disease medical services and office based diagnostic services and treatments of HIV infected Individuals in the Las Vegas Eligible Metropolitan Area. Provider shall be reimbursed based upon Attachment B, Fee Schedule of this Agreement. Rates established in Attachment B shall remain in effect through the term of the Agreement.
2. Invoices for services rendered must be received by UMC Wellness Center no later than forty-five (45) days after the last date of service in order to be eligible for reimbursement. Invoices should be sent to:

UMC Wellness Center  
Attn: Ryan White Program  
701 Shadow Lane, Suite 200  
Las Vegas, NV 89106  
Phone: (702) 383-2691  
Fax: (702) 388-4114
3. Payment agrees to utilize UMC facilities and its contracted providers whenever possible to maximize grant fund resources.
4. Payment by UMC is conditioned upon continued funding by the Ryan White Parts A and C Grants.
5. In rendering services under this Agreement, Provider will abide by all terms and conditions of the Ryan White Grants to UMC.
6. Provider shall restrict access to confidential information obtained from clients to such persons directly connected with the administration or enforcement of this Program.
7. Provider agrees that Ryan White funding cannot be used to pay for emergency room or hospital inpatient services.
8. Provider agrees that Ryan White reimbursement amount is considered final amount and paid in full; balance billing is not allowed.
9. Provider agrees to an annual contract review.
10. Provider shall provide telemedicine services for Program patients, as determined by UMC. UMC shall directly bill patients and/or third party Payors for any and all telemedicine services provided by Provider, and Provider shall assign his rights to any payment by patients and/or third party Payors, for all telemedicine services provided pursuant to this Agreement, to UMC.

**ATTACHMENT B**  
**Fee Schedule**  
**February 1, 2023 – January 31, 2026**

University Medical Center of Southern Nevada shall reimburse Provider for the services described in Attachment A at a rate of one hundred eighty-two dollars and thirty cents (\$182.30) per hour. The reimbursement amount shall not exceed three hundred seventy-nine thousand, one hundred eighty-four dollars per year (\$379,184/year) for the Term of the Agreement.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation <i>S. Corporation</i>	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
Corporate/Business Entity Name: <i>Alireza Farabi, M.D., P.C.</i>						
(Include d.b.a., if applicable)						
Street Address: <i>701 Shadow Lane, Ste. 200</i>			Website: <i>alireza.farabi@umcn.com</i>			
City, State and Zip Code: <i>Las Vegas, NV, 89106</i>			POC Name:			
Telephone No: <i>(702) 883-2691</i>			Email:			
Nevada Local Street Address: <i>2285 Spruce Goose Street</i>			Fax No: <i>(702) 888-4114</i>			
(If different from above)			Website:			
City, State and Zip Code: <i>*A304, LV, NV, 89135</i>			Local Fax No:			
Local Telephone No: <i>(925) 451-6870</i>			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)
<i>Alireza Farabi, M.D.</i>	<i>President</i>	<i>100%</i>

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.)

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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: <i>[Signature]</i> Title: <i>M.D.</i>	Print Name: <i>Dr. Alireza Farabi</i> Date: <i>Jan./06/2023</i>
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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
GOVERNING BOARD  
AGENDA ITEM**

<b>Issue:</b>	<b>Professional Services Agreement (Cardiovascular Anesthesiology) with Fielden, Hanson, Isaacs, Miyada, Robison, Yeh, Ltd. d/b/a USAP-Nevada</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board ratify the Professional Services Agreement for Cardiovascular Anesthesiology On-Call Coverage with Fielden, Hanson, Isaacs, Miyada, Robison, Yeh, Ltd. d/b/a USAP-Nevada; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. (<i>For possible action</i>)</b>		

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000702100	Funded Pgm/Grant: N/A
Description: Cardiovascular Anesthesiology On-Call Services	
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services	
Term: 1/1/2023 to 12/31/2025 with two, 1-year options	
Amount: Professional Services NTE \$876,000 per year or NTE \$4,380,000 for five (5) years	
Out Clause: 90 days w/o cause	

**BACKGROUND:**

Since January 2016, UMC has had an agreement with Fielden, Hanson, Isaacs, Miyada, Robison, Yeh, Ltd. d/b/a USAP-Nevada (“Provider”) to provide cardiovascular anesthesia services (“Services”).

This request is for ratification of the new Professional Services Agreement for Group Physician On-Call Coverage (“Agreement”) with Provider to continue to provide the Services. The Agreement needed to be signed immediately as the effective date for Services was January 1, 2023. Under the Agreement, Provider will provide 24/7 consultative, emergency and on-call cardiovascular anesthesia services for UMC’s inpatients and outpatients, including Emergency Department and Trauma Department patients, in accordance with the call schedule maintained by both parties. Staff also requests authorization for the Hospital CEO, at the end of the initial Term, to exercise the extension options at his discretion if deemed beneficial to UMC.

UMC will compensate Provider a NTE total of \$876,000 per year for the Services. The Term is from January 1, 2023 through December 31, 2025, with the option to extend for two, 1-year periods. Either party may terminate this Agreement with a 90-day written notice to the other.

UMC’s Support Services Executive Director has reviewed and recommends ratification of this Agreement. This Agreement has been approved as to form by UMC’s Office of General Counsel.

Cleared for Agenda  
January 25, 2023

Agenda Item #

**9**

Provider currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their January 18, 2023 meeting and recommended for ratification by the Governing Board.

**Fielden, Hanson, Isaacs, Miyada, Robison, Yeh, Ltd. d/b/a USAP-Nevada**

**Professional Services Agreement  
(Cardiovascular Anesthesiology)**

[A complete copy of this Agreement is on file at UMC Legal Department at  
1800 W. Charleston Blvd., Las Vegas, NV 89102.]



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 163</b>						
<b>Corporate/Business Entity Name:</b>		US Anesthesia Partners – Nevada				
<b>(Include d.b.a., if applicable)</b>		Dba Fielden, Hanson, Isaacs, Miyada, Robison, Yeh LTD				
<b>Street Address:</b>		7160 Rafael Rivera Way #210		<b>Website:</b> www.usap.com		
<b>City, State and Zip Code:</b>		Las Vegas, Nevada 89113		<b>POC Name:</b> Hasnain Photowala <b>Email:</b> Hasnain.photowala@usap.com		
<b>Telephone No:</b>		702-534-2431		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

**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)

**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	Hasnain Photowala Print Name
Group SVP Western Region - USAP Title	11/29/2022 Date

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

<b>Issue:</b>	<b>Second Amendment to Agreement for Advertising and Marketing with RR/CRR Holdings dba B&amp;P Advertising</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Second Amendment to Agreement for Promotion, Advertising, &amp; Marketing Services with RR/CRR Holdings dba B&amp;P Advertising; or take action as deemed appropriate. (<i>For possible action</i>)</b>		

**FISCAL IMPACT:**

Fund Number: 5420.000  
Fund Center: 3000863800  
Description: Advertising and Marketing Services  
Bid/RFP/CBE: RFP 2017-14  
Term: 01/01/2018 – 1/31/2023  
Amount: Second Amendment – additional NTE \$1,217,444.38  
Out Clause: 30 days w/o cause

Fund Name: UMC Operating Fund  
Funded Pgm/Grant: N/A

**BACKGROUND:**

On December 14, 2017, B&P Advertising was awarded RFP 2017-14 Advertising & Marketing Services. B&P Advertising provides advertising/marketing services for University Medical Center of Southern Nevada, including the development of comprehensive advertising/marketing communications campaigns that include, but are not limited to, television, print, radio, billboard, and online advertising; media placement and buying; collateral material production; social media development; and media. In February 2021, the Agreement was amended to increase funding under the Agreement by an additional amount of \$500,000.

This Second Amendment adds increased funding under the Agreement by an additional amount of \$1,217,444.38 to fund services provided by B&P through the term, including sponsorship services, marketing and advertising related to the opening new Quick Care Clinics, and supporting UMC's COVID public response and outreach. This reconciliation represents a close-out of services rendered through the contract term.

Cleared for Agenda  
January 25, 2023

Agenda Item #

**10**

UMC's Chief Experience Officer has reviewed the Amendment and recommends approval by the Governing Board.

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

B&P Advertising currently has a Clark County Business License.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their January 18, 2023 meeting and recommended for approval by the Governing Board.

**SECOND AMENDMENT TO  
AGREEMENT FOR ADVERTISING & MARKETING SERVICES**

This Second Amendment ("Second Amendment") to the Agreement for Advertising and Marketing Services is effective as of the date last signed by the parties below ("Second Amendment Effective Date"), and is 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, having its principal place of business at 1800 W Charleston Blvd, Las Vegas, NV 89102, ("**Hospital**"), and **R&R/CRR Holdings, LLP d/b/a B&P Advertising**, having its principal place of business at 900 S. Pavilion Center Drive, Suite 170, Las Vegas, NV 89144, ("**Company**").

WHEREAS, Company and Hospital have agreed to that certain Agreement for Advertising & Marketing Services having an effective date of December 14, 2017, and the First Amendment having an effective date of February, 2021 (jointly, the "Agreement"); and

WHEREAS, Company and Hospital wish to further amend the Agreement in certain respects as provided in this Second Amendment.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Company and Hospital hereby agree as follows:

1. The Term of the Agreement shall be extended through January 31, 2023, solely to enable Company and Hospital to effectuate contract close-out procedures.
2. **Section II: Compensation and Terms of Payment.** Section II, Paragraph A is hereby amended to remove the phrase "estimated amount of \$15,500,000.00," to be replace with "estimated amount of \$16,717,444.38."
3. **Exhibit A.** Exhibit A is hereby amended to include the additional scope of work attached hereto as Attachment "A".
4. Except as expressly amended in this Second Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the Second Amendment Effective Date.

**B&P Advertising**

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

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

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

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

**University Medical Center of Southern Nevada**

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

Printed Name: Mason Van Houweling

Title: Chief Executive Officer

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

## **ATTACHMENT “A”**

- Incremental Media Budget
  - o Extend reach to Southern Nevada Community for all departments designated by UMC
    - Brand, Online Care, & New Quick Care locations
- Incremental Production Budget
  - o Costs related to B&P designed, created & produced materials for Brand, Online, and Quick Care Locations.
    - Assets created include TV, online, outdoor, community sponsorships, and social Media static/videos.
    - Community sponsorships for the Vegas Golden Knights & T-Mobile Arena

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<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
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b>		R&R/CRR Holdings, LLC				
<b>(Include d.b.a., If applicable)</b>		B&P Advertising				
<b>Street Address:</b>		900 South Pavilion Center Drive, Suite 170			<b>Website:</b> bpadlv.com	
<b>City, State and Zip Code:</b>		Las Vegas, NV 89144			<b>POC Name:</b>	
<b>Telephone No:</b>		702-967-2222			<b>Email:</b>	
<b>Nevada Local Street Address:</b>					<b>Fax No:</b> 702-967-2223	
<b>(If different from above)</b>					<b>Website:</b>	
<b>City, State and Zip Code:</b>					<b>Local Fax No:</b>	
<b>Local Telephone No:</b>					<b>Local POC Name:</b>	
					<b>Email:</b>	

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)
Charles Johnston	Managing Partner/President	13.2%
Robert Catalano	Executive Creative Director	9.6%
Rodney Reber	Director of Account Services	7.2%

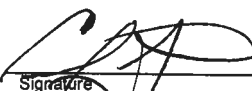
**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?** ☐ Yes ☒ No

- 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.)

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

 Signature President Title	Chuck Johnston Print Name 11/28/22 Date
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**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 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

\* 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)

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**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

N/A



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

<b>Issue:</b> <b>Agreement for 340B Recovery Services with Cloudmed Solutions, LLC</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Agreement for 340B Recovery Services with Cloudmed Solutions, LLC; or take action as deemed appropriate. (<i>For possible action</i>)</b>	

**FISCAL IMPACT:**

Fund Number: 5420.000  
Fund Center: 3000717200  
Description: Software for 340B Recovery Services  
Bid/RFP/CBE: NRS 332.115(1)(h) Software as a service  
Term: 3 years from date of last signature  
Amount: NTE \$600,000.00 for the Term  
Out Clause: 90 days for convenience

Fund Name: UMC Operating Fund  
Funded Pgm/Grant: N/A

**BACKGROUND:**

This request is to enter into a new Agreement for 340B Recovery Services with Cloudmed Solutions, LLC (“Cloudmed”) that will enable UMC, through Cloudmed’s proprietary software platform, to find opportunities for 340B cost savings that have not been realized by UMC under the 340B Federal Drug Pricing Program. The Cloudmed Platform facilitates the generation of auditable records that will identify referral prescription claims that potentially qualify for 340B drug discount pricing and were not previously captured by UMC. For those recovered claims, UMC will pay 25% of the payment paid by the contract pharmacy to UMC.

The Agreement Term is from the last date of signature through three (3) years, and UMC will compensate Cloudmed for the NTE amount of \$600,000.00 for its services.

Either party may terminate the Agreement with ninety (90) days written notice to the other party.

UMC’s Director of Pharmacy has reviewed and recommends approval of this Agreement.

Cleared for Agenda  
January 25, 2023

Agenda Item #

**11**

This Agreement has been approved as to form by UMC's Office of General Counsel.

A Clark County business license is not required because this Agreement is for the provision of remote services.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their January 18, 2023 meeting and recommended for approval by the Governing Board.

## **AGREEMENT FOR 340B RECOVERY SERVICES**

This Agreement (the “Agreement”) 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 “HOSPITAL”), and Cloudmed Solutions, LLC (hereinafter referred to as “COMPANY”).

### **W I T N E S S E T H:**

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$600,000.00 as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from Effective Date through the sooner of three (3) years from the Effective Date (Initial Term). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

#### **A. Terms of Payments**

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of \$600,000.00 (**Fee(s)**). It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY, its affiliates, and/or its subcontractors, as defined below, and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee. “Affiliates” means, with respect to a particular party, any person or entity that controls, is controlled by, or is under common control with such party; and “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another person or entity, whether through the ownership of voting securities or equity interests, by contract or otherwise. However, if there are any changes that cause an increase in the cost of, or time required for, performing the services, an equitable adjustment will be made to the Price.  
  
A. HOSPITAL agrees to pay COMPANY twenty-five percent (25%) of the net revenue as described in Exhibit B.
2. Payment of invoices will be made monthly within thirty (30) calendar days of receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its reasonable discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:

- a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. Expenses not defined in the Total Bid Amount in **Exhibit A** or any subsequent amendment.
  - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
  - d. If HOSPITAL fails to notify COMPANY in writing of an invoice dispute within thirty (30) days of receipt of invoice, the entirety of such invoice shall be conclusively deemed accepted and no dispute with respect to such invoice may be raised by HOSPITAL at a later time.
4. If HOSPITAL is over sixty (60) days delinquent in the payment of any invoice that is not subject to a dispute under Section 3(d), Company may suspend the provision of services any HOSPITAL access until the past due amounts have been paid in full, without incurring any obligation or liability to HOSPITAL or any other person or entity by reason of such suspension and/or withholding.
  5. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
  6. HOSPITAL will pay all applicable federal, state, local, sales, use, and other taxes, including any interest and penalties in connection therewith (collectively, "Taxes") imposed with respect to the services, but not including taxes on COMPANY's revenues or income, unless HOSPITAL can demonstrate that it is exempt from the imposition of Taxes.
  7. Invoices shall be submitted to the Accounts Payable representative assigned with the PO.

**B. HOSPITAL's Fiscal Limitations**

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

day of June of the fiscal year for which monies were appropriated. If terminated for non-appropriation, HOSPITAL may not seek similar services from COMPANY competitors for at least one-year following the termination of this Agreement.

3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

### **SECTION III: SCOPE OF WORK**

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

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL may at any time, by written order, make changes in the services or work to be performed, and change order must be accepted by COMPANY. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly. Any claim of COMPANY for the adjustment under this clause must be submitted in writing within forty-five (45) calendar days from the date of receipt by COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL. If the Parties do not agree to any change, COMPANY shall provide the services according to the original Scope of Work.

### **SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates, employees, and subcontractors ("COMPANY Representatives") under the supervision of the Manager.
- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its Manager and COMPANY REPRESENTATIVES will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at a time mutually agreed upon by the Parties with advance notice as to not conflict with their other responsibilities.

- E. COMPANY will follow HOSPITAL's standard procedures as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including HOSPITAL's policies outlined in the document entitled "Contracted/Non-Employee Requirements", as may be amended from time to time, which it has reviewed and accepted in writing. HOSPITAL will provide a copy of said policy prior to the execution of this Agreement.
- F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its Affiliates, and COMPANY Representatives under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose, or those arising by statute or otherwise in law. Except as expressly provided in this Agreement, Company's Intellectual Property, services, and reports are provided "as is." Neither party warrants that the services, technology, hardware, or software will be uninterrupted or error-free.
- G. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products, which shall be the HOSPITAL's sole remedy:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- H. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

## **SECTION VI HOSPITAL OBLIGATIONS**

- A. HOSPITAL shall provide COMPANY access to HOSPITAL Data (as defined below) reasonably required by COMPANY to perform the services consistent with COMPANY. HOSPITAL Data shall be provided on at least a weekly automated data feed or as otherwise agreed to by the parties, and in a format to be mutually agreed by the parties. "**HOSPITAL Data**" means all information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received by HOSPITAL directly or indirectly from HOSPITAL in connection with the provision of the services. HOSPITAL shall obtain all consents and/or permissions as necessary or appropriate for COMPANY's system or portal access necessary to perform the services contemplated by the Agreement. COMPANY shall assist HOSPITAL with the completion of forms as needed for COMPANY to obtain Medicare Direct Data Entry ("**DDE**") or other access upon the execution of any Scope of Work. HOSPITAL agrees to provide dedicated RPA credentials where feasible and expressly permits developer-user password sharing for development, testing, production

and reporting of automation used in services provided to HOSPITAL. HOSPITAL will (i) employ sufficient data privacy and security measures to detect any intrusion to HOSPITAL systems or potential corruption of HOSPITAL Data, and (ii) maintain a data breach plan which includes immediate notification to COMPANY of any incident which would compromise COMPANY's systems.

- B. HOSPITAL shall not, and shall not permit any other person or entity to, access or use COMPANY and/or its Affiliates' proprietary technology, except as expressly permitted by this Agreement. For purposes of clarity, HOSPITAL shall not: (a) sell, sublicense, assign, publish or otherwise make available COMPANY and/or its Affiliates' proprietary technology to any third party; (b) reverse engineer, disassemble, decompile or otherwise attempt to derive any COMPANY's proprietary technology source code; (c) input, upload, transmit or otherwise provide any unlawful or injurious information or materials, including any virus, worm, malware or other malicious computer code; (d) perform or disclose any benchmarking or performance testing data of the COMPANY proprietary technology; or € use the COMPANY proprietary technology for the purpose of developing a product or service competitive with the COMPANY proprietary technology.

## **SECTION VII INTELLECTUAL PROPERTY**

- A. As between the Parties, the COMPANY shall have and retain sole and exclusive ownership of, and all right, title and interest in, all of their respective Intellectual Property, including to the extent incorporated, embedded or otherwise embodied in proprietary technology (the "Platform"), application programming interface, artificial intelligence, specifications, and documentation that are owned or developed by COMPANY, Affiliate, or COMPANY Representatives, which relate to the performance of the services. "Intellectual Property" means copyrights, patents, trade secrets and other intellectual property rights, in and to methods, processes, techniques, work papers, proprietary information, ideas, strategies, materials, images, prototypes, software, source and object code and related materials. COMPANY Intellectual Property further includes anything which any COMPANY Representatives may discover, create, learn, develop, or enhance during the provision of service for HOSPITAL, in each case, whether or not (a) modified or developed at HOSPITAL's request, (b) modified or developed in cooperation with HOSPITAL or (c) modified by HOSPITAL. HOSPITAL acknowledges that all of the foregoing is COMPANY Intellectual Property, and HOSPITAL agrees that no work of authorship developed or delivered by COMPANY or COMPANY Representatives is or will be a work made for hire as defined by U.S. copyright law. HOSPITAL has no ownership of or exclusive rights to the COMPANY Intellectual Property owned and/or developed by any COMPANY, Affiliates, or COMPANY Representative, except that HOSPITAL will have the non-exclusive rights as expressly set forth herein or in a Statement or Work.
- B. COMPANY shall permit designated HOSPITAL personnel access to certain features and functions of COMPANY's platform, as contemplated by a Scope of Work or as necessary to deliver reports to approve results of the services.
- C. HOSPITAL shall allow only HOSPITAL personnel who have been assigned a unique user identification ("User ID") to access the Platform and shall take reasonable measures to protect such User IDs. Each unique User ID will be granted to each individual user. HOSPITAL will promptly notify COMPANY if any HOSPITAL employee or subcontracted user assigned a User ID leaves the employ or service of HOSPITAL.
- D. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by

HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first.

- F. HOSPITAL retains all right, title, and interest in and to the HOSPITAL Data, and hereby grants to COMPANY and its Affiliates a fully paid up, nonexclusive, non-sublicensable, non-transferable, revocable right and license to access, use, and modify the HOSPITAL Data and derivatives, to the extent permissible under law.
- G. COMPANY uses de-identified and/or aggregated data to benchmark trends and ensure optimal analytics across all providers and payers. Results and metrics derived directly benefit clients yielding more exact payment integrity results and the ability to trend against industry performance. HOSPITAL hereby authorizes COMPANY to de-identify HOSPITAL Data and use and disclose the results of such de-identified data as long as the data is de-identified in accordance with HIPAA to the extent permitted by 45 C.F.R 164.514(b). HOSPITAL additionally authorizes COMPANY to aggregate HOSPITAL Data for analyses to Hospital.

#### **SECTION VIII: SUBCONTRACTS**

- A. Notwithstanding anything to the contrary herein, COMPANY may augment staffing for performance of the services through subcontracting, and through the delegation of its obligations hereunder to any of its Affiliates, including using resources located outside of the United States. .
- B. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION IX: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to HOSPITAL's reasonable review for compliance with the terms of this Agreement by HOSPITAL's representative, Brian Pomykacz, Pharmacy Services Supervisor, or his designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. HOSPITAL shall data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.



- E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY. HOSPITAL acknowledges and agrees that optimal performance of the services is dependent on the quality and accuracy of the HOSPITAL Data. COMPANY makes no representation as to the appropriateness of its findings for any purpose other than as specifically set forth in the Scope of Work.

## **SECTION X: INTENTIONALLY OMITTED**

## **SECTION XI: SUSPENSION AND TERMINATION**

### **A. Suspension**

COMPANY may suspend, terminate, or otherwise deny HOSPITAL or any HOSPITAL user access to or use of all or any part of the services, without any resulting obligation of liability, if: (a) a suspension or termination is necessary to comply with any legal obligation; or (b) COMPANY believes, in its reasonable discretion, that HOSPITAL or any HOSPITAL user (i) has failed to comply with any material term of this Agreement or any Scope of Work (including any failure to pay Fees) or (ii) accessed or used services for any purpose or in any manner that is not permitted under this Agreement. This Section IX(a) does not limit any of COMPANY's other rights or remedies, whether at law or in equity.

### **B. Termination**

#### **1. Termination for Cause**

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

- a. written notice of material breach; and the non-breaching party failed to cure within thirty (30) days of written notice. The written notice shall include reasonable details sufficient for the breaching party to cure the material breach.
- b. an opportunity for consultation with the terminating party prior to termination.

#### **2. Termination for Convenience**

- a. Following the Initial Term, this Agreement may be terminated in whole or in part by either party for its convenience; but only after the non-terminating party is given not less than ninety (90) calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

#### **3. Effect of Termination**

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:  
No amount shall be allowed for anticipated profit on performed or unperformed services or other work;

and

- b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section XI(b), paragraph e.
  - c. HOSPITAL acknowledges that when COMPANY is paid on a contingency basis, its compensation is contingent upon its ability to work accounts referred to COMPANY by HOSPITAL to conclusion (the "Referred Accounts"). Upon any termination of this Agreement (other than by client in accordance with Section XI(B)(1)), COMPANY reserves the right, but not obligation, to continue to pursue all revenue opportunities in connection with Referred Accounts for a period of ninety (90) days following the effective date of the termination. HOSPITAL shall continue to provide requisite data and system access with respect to such Referred Accounts during the wind-down of all work in process at termination. HOSPITAL's obligation to pay COMPANY for all services provided survives any termination of this Agreement or Scope of Work.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise.
  - e. Upon the effective date of termination of a Scope of Work, save for any remaining work in process, each party will promptly (i) return or destroy all copies of other party's Confidential Information, except as otherwise required by applicable law; and (ii) upon such other party's request, certify in writing compliance with this section.
- 4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
  - 5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

## **SECTION XII: INSURANCE**

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

### **SECTION XIII: NOTICES**

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

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

TO COMPANY:                      Cloudmed Solutions, LLC  
c/o R1 RCM Holdco. Inc.  
Attention: Chief Executive Officer  
With a copy to: General Counsel  
433 West Ascension Way, 2<sup>nd</sup> Floor  
Murray, Utah 84123

### **SECTION XIV: MISCELLANEOUS**

#### **A. Amendments**

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

#### **B. Entire Agreement**

This Agreement sets forth the entire agreement between the parties with respect to the services and, except as specifically provided, supersedes and merges all prior oral and written agreements between the parties with respect to the subject matter hereof.

#### **C. Force Majeure**

Except with respect to payment obligations hereunder, if a party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such party's reasonable control, including, but not limited to, war, riot, fires, floods, elements of nature or acts of God, epidemics, pandemics, failure of public utilities or public transportation systems (each, a "**Force Majeure Event**"), such failure or delay will be excused and will not be deemed to constitute a breach of the Agreement; however, in the event that a party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, such party shall: (a) immediately notify the other party in writing of such Force Majeure Event and its expected duration; and (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible.

#### **D. Waiver; Severability**

No term of this Agreement shall be deemed waived, and no breach of the Agreement excused, unless the waiver or consent is in writing and signed by the party granting such waiver or consent. The waiver by any party of a breach of any provision shall not operate or be construed as a further or continuing waiver or as a waiver of any other or subsequent

breach. Should any one or more of the provisions be determined to be invalid, illegal, or unenforceable in any respect, such provision will be construed to be adjusted to the minimum extent necessary to cure such invalidity or unenforceability, and the remaining provisions shall not in any way be adversely affected thereby.

E. Independent Contractor

COMPANY acknowledges that it, COMPANY, and any subcontractors, agents or employees employed by it shall not, under any circumstances, be considered employees of the HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded employees of HOSPITAL, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. HOSPITAL will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of COMPANY or any of its officers, employees or other agents. Neither party is the agent of the other, and neither may make commitments on the other's behalf.

F. Immigration Reform and Control Act

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

G. Public Funds / Non-Discrimination

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

H. Assignment

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void. However, any rights or obligations under this Agreement may be assigned by COMPANY, without the consent of HOSPITAL: (a) to any other COMPANY party; (b) in connection with the sale of substantially all of the assets or a majority of the equity securities of COMPANY in one or more related transactions, or (c) by operation of law in connection with a merger.

I. COMPANY Indemnity

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the gross negligence, recklessness or intentional misconduct of COMPANY or the employees or agents of COMPANY in the performance of this Agreement, or any claim alleging that the services or COMPANY Intellectual Property as delivered by COMPANY, excluding any HOSPITAL Data contained therein, or any use of the foregoing in accordance with this Agreement infringes or misappropriates any patent, copyright, trademark, trade secret, or other intellectual property right of any third party.

J. HOSPITAL Indemnity

HOSPITAL shall, to the extent it is expressly authorized by Nevada law, indemnify the COMPANY and COMPANY

Representatives and their respective directors, officers, employees, agents, and representatives from and against any and all claims and losses arising out of any third-party claims, including any governmental claims, in each case to the extent based upon, relating to, or resulting from HOSPITAL's (a) gross negligence or willful misconduct during the course of performance of this Agreement or in connection with receipt of services, (b) infringement of any Intellectual Property of any third party, and (c) breach of any of its representations and warranties hereunder, in each case above which are not caused or directed by COMPANY. Notwithstanding anything to the contrary in this Agreement, HOSPITAL is not waiving any immunities to which it is entitled and may assert the same as a defense in any action brought against it.

K. Indemnification Procedure

Each party agrees to (a) promptly notify the other party of any claim for which the other party seeks indemnification hereunder; and (b) provide the other party with reasonable cooperation in the defense of any such claim.

L. Limitation of Liability

The parties agree that the total cumulative liability of each party to the other party (including incidental, indirect, special, consequential and punitive damages) will not exceed the total amount of all fees paid to COMPANY by HOSPITAL under the applicable Statement of Work giving rise to the liability during the twelve (12) months immediately preceding the event giving rise to such liability.

M. Arbitration

The Parties shall attempt to settle any disputes through good faith negotiations between their respective senior executives for a period of thirty (30) days. In the event a dispute has not been resolved, it shall be finally settled by binding arbitration, conducted on a confidential basis, under the Federal Arbitration Act, if applicable, and the then-current Dispute Resolution Procedures ("Rules" Of the American Arbitration Association strictly in accordance with the terms of this Agreement. To the extent permitted by the Rules, all Parties shall direct that any arbitration be held on an expedited basis.

N. Waiver of Jury Trial; Third Parties

THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY. THE REQUIREMENT OF ARBITRATION SET FORTH IN THIS SECTION XII(H) SHALL NOT APPLY IN THE EVENT THAT THERE IS THIRD-PARTY JOINDER BY EITHER PARTY OR A THIRD-PARTY INSTITUTES AN ACTION AGAINST ANY PARTY TO THIS AGREEMENT, AND SUCH THIRD PARTY IS NOT AMENDABLE TO JOINDER IN THE ARBITRATION PROCEEDINGS CONTEMPLATED BY THIS SECTION.

O. Covenant Against Contingent Fees

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

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with

a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

P. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance, which shall occur no more than one (1) time per year. COMPANY agrees to provide HOSPITAL any and all records and books that relates to the performance of this Agreement. All requests for information will be in writing to COMPANY. Any audit will occur during normal business hours and in a manner that does not disrupt normal business operations. . 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 Supplier and to verify the nature of the services being invoiced, but does not include the right to review personal information of Supplier's employees, or proprietary information of Supplier, including but not limited to Supplier's underlying cost, markup or overhead rates.

Q. Covenant and Warranties

Each party hereby represents and warrants that (i) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; (ii) it has full corporate or other entity power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (iii) this agreement constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (iv) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and shall not (a) conflict with or result in a breach of any provision of such party's organizational documents; (b) result in a breach of any agreement to which such party is a party; or (c) violate any law applicable to such party's business.

COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

R. Confidential Treatment of Information

"Confidential Information" means any non-public information that either party (as the disclosing party) treats as confidential or proprietary, including without limitation, any information documents and data relating to a party or its affiliates or their respective businesses, operations, or technical or financial information, including, without limitation, customer lists, marketing information, finances, pricing, and any other information or materials not available to the general public. The Hospital Data is the Confidential Information of HOSPITAL; and the intellectual property, the services, and the terms of this Agreement are the Confidential Information of COMPANY. Confidential Information shall not include "protected health information" or "PHI" (as that term is defined under HIPAA (as defined below).

Confidential Information does not include information that (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is received by the receiving party on a non-confidential basis from a third party, who is not under any obligation to maintain its confidentiality; or (iii) is independently developed by the receiving Party without the use of, or reliance on, the disclosing Party's Confidential Information. For purposes herein, "**HIPAA**" means: (i) the Health Insurance Portability and Accountability Act of 1996; and (ii) the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any and all rules or regulations promulgated thereunder from time to time.

During the term of this Agreement and for a period of five (5) years after completion or termination of each Scope of Work, the receiving party agrees to safeguard the disclosing party's Confidential Information from unauthorized use, access, or disclosure using at least the degree of care that such party uses to protect its similarly sensitive information, and in no event less than a reasonable degree of care. COMPANY shall safeguard any protected health information pursuant to, and in accordance with, the parties' business associated agreement, dated of even date herewith (the "BAA").

Should the receiving party be required to disclose Confidential Information of the disclosing party by order Confidential Information of the disclosing Party by order of a government agency or bureau or a court of law or equity, the receiving party may make such disclosure, provided that the receiving party will first provide the disclosing party with prompt written notice of such required disclosure (unless legally prohibited) and shall take commercially reasonable steps to allow the disclosing party to seek a protective order with respect to the Confidential Information.

S. ADA Requirements

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

T. Subcontractor Information

If applicable, COMPANY 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 Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

U. Public Records

COMPANY acknowledges that HOSPITAL is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its records are public documents available for copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement that COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. If COMPANY requires

HOSPITAL not to release requested records, then COMPANY shall indemnify and defend HOSPITAL from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of COMPANY document in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

V. Publicity

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

W. Business License/Registration

COMPANY represents and warrants that it is licensed as a foreign entity doing business in Nevada.

X. Prohibition Against Israel Boycott:

In accordance with Nevada Revised Statute 332.065, COMPANY certifies that it is not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and effective as of the date of last signature.

HOSPITAL

COMPANY

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

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

Name: Mason Van Houweling

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

Title: CEO

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

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

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



## EXHIBIT A SCOPE OF WORK

**340B Recovery:** Cloudmed will leverage its Platform (including any accompanying Documentation and Updates thereto) and operational processes to find opportunities for 340B cost savings that have not been realized by Client under the 340B Federal Drug Pricing Program. This includes identifying 340B eligible prescriptions (1) from referred-to or consulting health care providers (“Referral Capture”) and/or (2) fulfilled by Client’s contract pharmacy (“Discovery”) (“Referral Capture” and “Discovery” may be referred to herein individually as the “Service” or collectively as the “Services”).

**Definitions.** The following terms when used in this Service Order (“SO”) have the meanings set forth below:

- “Consult Notes” means clinical notes and other medical documentation from a referred or consulting health care provider referencing the 340B-qualifying prescription.
- “Documentation” means the online help text provided in connection with the Platform.
- “Verified Referral Data” means data made available by Cloudmed containing patient demographic and prescription information to be used by third-party administrator or contract pharmacy to capture referral prescriptions for 340B eligibility.
- “Data Feeds” mean feeds from Client’s third party administrators that contain data related to 340B eligible patients that have been referred to health care providers outside of the Client’s 340B eligible sites, and the resulting prescriptions initially dispensed and refilled at Client’s pharmacy or contracted pharmacy following such referrals.
- “Discovery Report” means the Report of potentially eligible claims provided to Client for review and approval or rejection.
- “340B Qualified Prescriptions Report” means the Report that includes data on all prescriptions that qualified for 340B discount at Client’s pharmacy(ies), including those identified by Cloudmed, based upon collection of information from referral provider documentation (e.g., Consult Notes). Such Report will include all necessary data fields to calculate Client’s additional savings.
- “End User(s)” means the individual Client personnel authorized by Client to use the Platform in connection with these Services.
- “Error” means a material failure of the Platform to function in accordance with its Documentation.
- “Support Services” means any support services Client may provide to Client or End Users. Unless otherwise agreed to by the Parties, the Support Services provided by Cloudmed hereunder expressly exclude integration and configuration.
- “Update” means a bug fix, patch, or other revision to or modification of the Platform.
- Capitalized terms not defined herein shall have the meaning set forth in the Terms of Service.

### **Client Obligations:**

- *Data Feed and File Requirements.* Client shall provide (or cause its third party administrator(s) and/or 340B contract pharmacies to provide) all necessary data feeds and files as described in Attachment 1 to **Exhibit A (Implementation and Licensing)**. Licensee shall have sole responsibility for identifying which of its patients are eligible for the 340B program in compliance with all applicable laws, regulations, rules and guidance, including those set forth by the Health Resources and Services Administration of the U.S. Department of Health and Human Services (“HRSA”).
- *340B Qualified Prescription Reports.* Client shall provide Cloudmed with 340B Qualified Prescription Report(s), upon Client’s request, for verification purposes.
- Client will review claims as requested by Cloudmed via operational means or within the Platform, as dictated by the availability of such a review within the Platform. For 340B Discovery claims provided in the Discovery Report, Client will provide feedback to Cloudmed within ten (10) business days. If Client fails to so notify Cloudmed in writing within the ten (10) business day period, then Cloudmed’s findings will be deemed accepted by Client, and Cloudmed’s fees shall be deemed fully earned.
- In addition to file feeds, Client will provide designated Cloudmed personnel with read-only access to key electronic medical record system(s) via VPN.
- If a claim is agreed on by Client and Cloudmed as 340B eligible through 340B Discovery processes, it is the responsibility of the Client to review and correct the claims directly in the TPA software.
- Provide, within thirty (30) days of execution of this SO by Client, all data to Cloudmed necessary to provide the Discovery Services. Client represents and warrants that the Client Data will be free from compliance issues. After

the initial review period, client will provide data in six (6) month intervals within 30 days of the end of each six (6) month period.

- Provide, within thirty (30) days of execution of the SO by Client, assistance by Client staff for both the extraction and secure FTP of necessary project data files as well as VPN setup with read-only access to key electronic medical record system(s).
- Upon delivery of monthly listings, provide review and provide feedback to Cloudmed within ten (10) business days. If Client fails to so notify Cloudmed in writing within the ten (10) business day period, then Cloudmed's findings will be deemed accepted by Client, and Cloudmed's fees fully earned.
- Promptly review and correct the agreed upon eligible 340B claims in the TPA software.

#### **Cloudmed Obligations:**

- **Implementation and Ongoing Licensing.** Cloudmed will work with Client to complete all necessary activities for both implementation and ongoing licensing as described in Attachment 1 to **Exhibit A (Implementation and Licensing)** hereto. While Cloudmed facilitates the generation of auditable records that assist in the matching of prescriptions issued by prescribers and dispensed to Client's 340B eligible patients, neither Cloudmed nor the Platform makes the determination as to whether the dispensed prescription qualifies for or otherwise satisfies all the requirements for 340B drug discount pricing. Cloudmed's review does not include a compliance review of qualified claims.
- **Verified Referral Data Reports.** On a regular basis, Cloudmed will provide Verified Referral Data report to third party administrator(s) or Contract Pharmacy(ies) in order to identify referral prescription claims that qualify for 340B drug discount pricing.
- **Invoices.** Cloudmed will invoice Client based on Client's savings for prescriptions dispensed to Client's 340B eligible patients that have been matched by Cloudmed's Platform to Consult Notes and meet all necessary documentation and compliance requirements, as agreed upon in writing upon by Client and Cloudmed.
- **Portal Access.** Cloudmed will provide Client ongoing access to the Platform.
- Cloudmed will review Client's contract pharmacy claims that did not qualify for 340B to determine:
  - Whether the claim was from a qualified prescriber
  - Whether the claim originated from a qualified department within the Client's hospital
  - Depending on whether the hospital is a "Carve-in" or "Carve-out" hospital, whether the patient was a Medicaid patient
  - Whether there was an encounter at Client's hospital that qualified the patient as 340B
- During the List Development Phase, Cloudmed will perform a detailed analysis and gather all appropriate documentation to support 340B eligibility for individual claims as applicable. At the conclusion of each month, Cloudmed will deliver a detailed patient listing (Discovery Report) to Client for review and correction in the Client's 340B Third Party Administrator ("TPA") software. Client will provide feedback to Cloudmed for each claim as to whether they are in agreement.
- It is the Client's responsibility to review and correct the claims in the TPA software.
- Cloudmed's review does not include a compliance review of qualified claims.

#### **Grant of Rights and Restrictions:**

- **Grant of Rights.** Subject to the terms and conditions of this SO, during the SO Term, Cloudmed grants to Client a non-exclusive, non-sublicensable and non-transferable license, under Cloudmed's intellectual property rights, to install, access, execute, display, perform, and otherwise use the Cloudmed Platform in object code format for the purpose of matching prescriptions to Client's 340B eligible patients and generating auditable records related thereto. End Users shall be entitled to access and use of the Cloudmed Platform. End User access to the Platform is granted by Cloudmed solely in connection with their relationship with Client, provided that all such End Users are in compliance with the terms of the Agreement and this SO. Client acknowledges and agrees that it shall be responsible for all such End Users' use of the Platform.
- **Restrictions.** Client will not, nor will it permit others to: (i) modify, disable, circumvent, deactivate or otherwise interfere with features of the Platform; (ii) decompile, disassemble, reverse-engineer, or otherwise attempt to derive the source code of the Platform, except to the limited extent, if any, these activities may be permitted by law despite this restriction; (iii) modify or create derivative works of the Platform; (iv) use the Platform for a purpose or in a manner not permitted by the terms of the Terms of Service or this SO; or (v) sell, rent, lease, sublicense, or redistribute the Platform.
- **Feedback.** If Client or End Users provide suggestions, ideas, feedback, or other information relating to the Platform ("Feedback"), Cloudmed shall be free to employ and use such Feedback in its business for all purposes without obligation to Client (or, where applicable, to an End User), including without payment obligation.

### Support Services:

- Cloudmed shall provide Client with commercially reasonable Support Services as set forth below. Cloudmed reserves the right to decline support where the Documentation reasonably answers user inquiries.
- *Error Reports.* During business hours, Cloudmed will respond as described below to Error reports submitted by Client via email at [340Bsupport@cloudmed.com](mailto:340Bsupport@cloudmed.com) (or to such other email address or phone number as Cloudmed may designate). When reporting an Error, Client will describe the Error in reasonable detail, indicate the severity of the Error (e.g., the Platform is unusable by all users, the Platform is usable but critical features are inoperative, the Platform is usable with a work-around for critical features, or non-critical features are inoperative), and specify any error message(s) observed. Cloudmed will use commercially reasonable efforts to respond to Client's Error reports.
- *Error Correction.* Cloudmed may use commercially reasonable efforts to correct, within a commercially reasonable period of time, any substantiated Error in the unaltered Platform reported by Client as specified above. Client will determine the form of any Error correction, which may include, by way of example and not limitation, an individual patch, a workaround, a maintenance release provided in the normal course of Cloudmed's maintenance release schedule, or a correction to erroneous documentation.

### Fees:

With respect to the performance of the Services described herein, Client shall pay to Cloudmed:

<b>25%</b> of the Payment paid by the contract pharmacy to the Client for Cloudmed collected prescriptions (the Referral Capture Service Fee"). For purposes of the Referral Capture Service Fee, "Payment" is defined as a third-party remit amount, plus any patient co-pay amount or cash received by the pharmacy less 340B cost and dispense fees.	Invoiced monthly
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The total of all fees paid to Cloudmed over the course of the Agreement will not exceed \$600,000.00

### Special Terms:

- Client represents and warrants that (i) it has not falsely identified itself nor provided any false information to gain access to the Platform and that its billing information is correct, (ii) it has the requisite rights to any Client Data it uploads to the Platform; and (iii) the Client Data it submits to the Platform will, to the best of its knowledge, information and belief, not contain any viruses, trojan horses, worms, time bombs, cancelbots, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information. Client also represents and warrants that it shall have sole responsibility for the submission of any initial or modified 340B claims data or other reporting to federal, state, and local government agencies as required by law, including any such data that must be resubmitted to the government as a result of the information produced in the 340B Qualified Prescriptions Report.
- *Effect of Termination.* Upon termination of this SO, (i) Client and all End Users will immediately discontinue use of the Platform; and (ii) Client will have no further obligation to provide Services to Client or its End Users. If this SO is terminated for convenience in accordance with the Terms of Service prior to completion of any Discovery Services, Client's payment obligations for delivered listings hereunder survive such termination.

### Included Client Facilities:

Facility Name – Provider Number
University Medical Center of Southern Nevada (UMC) - 290007

## Attachment 1 to Exhibit A: Implementation and Licensing

### Implementation Overview

Implementation of 340B Recovery has two phases before reaching go-live and realizing additional 340B Savings: Data Implementation and Operational Implementation. Cloudmed will provide professional services to lead Client's project team through implementation.

#### Data Implementation

"Data Feeds" are feeds from Client and/or Client's third-party administrators that contain data related to 340B eligible patients that have been referred to health care providers outside of the Client's 340B eligible sites, and the resulting prescriptions initially dispensed and refilled at Client's pharmacy or contracted pharmacy following such referrals or related to claims directly from Client's contract pharmacy that did not qualify for 340B. There are three (3) feeds that Client will collaborate with Cloudmed to establish:

- 1) Non-Qualified 340B Claims from Client's Contract Pharmacy ("Non-Qualified Claims")
- 2) Encounters for 340B Eligible Patients ("Encounters")
- 3) Referral Orders for 340B Eligible Patients ("Referral Orders")
- 4) Any other file feeds as determined necessary by the implementation teams

Subsequently and if necessary, Cloudmed will collaborate with Client's external TPA/Contract pharmacy to establish data exchange to 1) send Cloudmed candidate claims that could be eligible for 340B referral capture and 2) receive verified claims from Cloudmed and update them as 340B captured claims.

#### Operational Implementation

Operational Implementation may happen concurrently with Data Implementation; both are required before Client can go live. Operational Implementation involves finalizing financial and operational logistics to support the program. This includes training and providing access to the Platform so Client personnel can take review actions as outlined below.

### Key Activities, Deliverables, and Roles

Project Phase	Workstream	Expectations	
		Cloudmed	Client
Data Implementation	Set up SFTP	• Set up Secure File Transfer Protocol (SFTP) and shares credentials with Client for file transfer	• Identify data manager & confirm access to SFTP

	Establish Client Data Feeds	<ul style="list-style-type: none"> <li>• Share EMR Data Feed Spec for <i>Encounters, Referral Orders, and Non-Qualified Claims</i> (initial data feeds include historical data for review)</li> <li>• Review data for completeness, and identify revisions, cleaning or supplementation required prior to establishing regular file drop</li> <li>• Approve sample spec and advise Client when to set up automation</li> </ul>	<ul style="list-style-type: none"> <li>• Share historical sample of data according to Cloudmed spec</li> <li>• Review data for completeness, and identify revisions, cleaning or supplementation required prior to establishing regular file drop</li> <li>• Once approved by Cloudmed, set file for automation according to specification's cadence</li> </ul>
	Establish TPA/Contract Pharmacy Data Feeds	<ul style="list-style-type: none"> <li>• Collaborate with TPA/Contract Pharmacy (e.g. Walgreens) to establish data exchange to 1) send Cloudmed candidate claims that could be eligible for 340B referral capture and 2) receive verified claims from Cloudmed and update them as 340B captured claims.</li> </ul>	<ul style="list-style-type: none"> <li>• Sign contract addendum(s) for any TPA/Contract Pharmacy to allow Cloudmed to establish data feeds</li> </ul>
	Establish Read-Only EHR Access	<ul style="list-style-type: none"> <li>• Identify team members who require read-only access to key electronic medical record system(s)</li> <li>• Establish and document guidelines for accessing EMR</li> </ul>	<ul style="list-style-type: none"> <li>• Provide VPN guidance to identified Cloudmed team members</li> <li>• Agree to guidelines established for accessing the EMR</li> <li>• Securely provide unique credentials to identified Cloudmed team members</li> </ul>
<b>Operational Implementation</b>	Finance & Administrative	<ul style="list-style-type: none"> <li>• Confirm invoicing process &amp; key contacts</li> <li>• Establish check-in meeting cadence</li> <li>• Provide sample policies and procedures, if requested</li> </ul>	<ul style="list-style-type: none"> <li>• Confirm invoicing process &amp; key contacts</li> <li>• Establish check-in meeting cadence</li> <li>• Ensure policies and procedures are updated accordingly</li> </ul>
	Operations & Technology	<ul style="list-style-type: none"> <li>• Train &amp; guide on operations and approaches to claim verification, including CE review process for certain claims that may require additional documentation to support compliance</li> <li>• Provides selected Client personnel with access to CE portal, which gives CE access to data on verified claims including consult notes if Cloudmed is conducting the consult note review.</li> </ul>	<ul style="list-style-type: none"> <li>• Learn operations and approaches to claim verification, including CE review process for certain claims that may require additional documentation to support compliance</li> <li>• Identify users for CE portal</li> </ul>

<b>Ongoing Services &amp; Activities</b> <b>(Post-Go-Live)</b>	340B Discovery	<ul style="list-style-type: none"> <li>Review the Non-Qualified Claims file to determine:               <ul style="list-style-type: none"> <li>Whether the claim was from a qualified prescriber</li> <li>Whether the claim originated from a qualified department within the Client's hospital</li> <li>Depending on whether the hospital is a "Carve-in" or "Carve-out" hospital, whether the patient was a Medicaid patient</li> <li>Whether there was an encounter at Client's hospital that qualified the patient as 340B</li> </ul> </li> <li>Perform a detailed analysis and gather all appropriate documentation to support 340B eligibility for individual claims as applicable.</li> <li>At the conclusion of each month, Cloudmed will deliver a detailed patient listing to Client for review ("Discovery Report")</li> </ul>	<ul style="list-style-type: none"> <li>Client will provide feedback to Cloudmed for each claim determination in the Discovery Report monthly file as to whether they are in agreement, within ten (10) business days of when file is provided.</li> <li>If Client fails to so notify Cloudmed in writing within the ten (10) business day period, then Cloudmed's findings will be deemed accepted by Client, and Cloudmed's fees fully earned.</li> <li>Based on the determination, promptly review and correct the agreed upon eligible 340B claims directly in the TPA software.</li> </ul>
	340B Referral Capture	<ul style="list-style-type: none"> <li>Match referral/encounter data to candidate claims</li> <li>Prioritize and attempt to obtain consult notes from referred to specialist prescribers</li> <li>Review consult note documentation and relevant data to confirm claim eligibility               <ul style="list-style-type: none"> <li>If claim and documentation are eligible and compliant, the claim is verified and communication is sent back to relevant TPA/Contract Pharmacy for 340B capture</li> <li>If documentation does not fully support claim capture, Cloudmed may request CE review in the portal to ultimately determine verification</li> </ul> </li> <li>Make available all relevant information on verified claims and claims for review (consult</li> </ul>	<ul style="list-style-type: none"> <li>Complete review tasks as assigned in CE Portal to ultimately determine verification</li> <li>Identify best process to ensure consult notes (if Cloudmed has collected them on behalf of Client) make their way into the patient's chart in the EMR</li> </ul>

		notes, claim, and EMR documentation) accessible to CE in the portal	
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**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

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

- A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **fifteen (15) business days** after the award by HOSPITAL. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.
- B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's under General Liability. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation**: The HOSPITAL will be given thirty (30) calendar days advance notice by certified mail of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance.
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- J. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.
- K. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- L. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.
- M. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the



price(s).

- N. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.
- O. **Insurance Form Instructions:** The following information must be filled in by COMPANY's Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
  2. COMPANY's name, complete address, phone and fax numbers.
  3. Insurance Company's Best Key Rating
  4. Commercial General Liability (Per Occurrence)
    - (A) Policy Number
    - (B) Policy Effective Date
    - (C) Policy Expiration Date
    - (D) Each Occurrence (\$1,000,000)
    - (E) Damage to Rented Premises (\$50,000)
    - (F) Medical Expenses (\$5,000)
    - (G) Personal & Advertising Injury (\$1,000,000)
    - (H) General Aggregate (\$2,000,000)
    - (I) Products - Completed Operations Aggregate (\$2,000,000)
  5. Automobile Liability (Any Auto)
    - (J) Policy Number
    - (K) Policy Effective Date
    - (L) Policy Expiration Date
    - (M) Combined Single Limit (\$1,000,000)
  6. Worker's Compensation: The COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D
  7. Professional Liability
    - (N) Policy Number
    - (O) Policy Effective Date
    - (P) Policy Expiration Date
    - (Q) Aggregate (\$1,000,000)
  8. Description: Project (must be identified on the initial insurance form and each renewal form).
  9. Certificate Holder:

University Medical Center of Southern Nevada  
c/o Contracts Management  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
  10. Appointed Agent Signature to include license number and issuing state.
  11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by COMPANY hereunder shall be on a per policy basis; (2) COMPANY shall provide evidence of all such coverages upon request; (3) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of COMPANY"; and (5) COMPANY reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.



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

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

<b>PRODUCER</b> 1. INSURANCE BROKER'S NAME ADDRESS	<b>CONTACT NAME:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">           PHONE            (A/C No. Ext): BROKER'S            PHONE NUMBER         </td> <td style="width: 40%;">           FAX            (A/C No.)            BROKER'S FAX            NUMBER         </td> </tr> <tr> <td colspan="2">           E-MAIL            ADDRESS: BROKER'S EMAIL ADDRESS         </td> </tr> <tr> <td style="width: 70%;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 30%;">NAIC #</td> </tr> </table>		PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS		INSURER(S) AFFORDING COVERAGE	NAIC #	
PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER								
E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS									
INSURER(S) AFFORDING COVERAGE	NAIC #								
<b>INSURED</b> 2. //TYPE//S NAME ADDRESS PHONE & FAX NUMBERS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>INSURER A:</td><td rowspan="6" style="text-align: center; vertical-align: middle; font-size: 2em; opacity: 0.5;">COMPANY'S BEST KEY RATING</td></tr> <tr><td>INSURER B:</td></tr> <tr><td>INSURER C:</td></tr> <tr><td>INSURER D:</td></tr> <tr><td>INSURER E:</td></tr> <tr><td>INSURER F:</td></tr> </table>		INSURER A:	COMPANY'S BEST KEY RATING	INSURER B:	INSURER C:	INSURER D:	INSURER E:	INSURER F:
INSURER A:	COMPANY'S BEST KEY RATING								
INSURER B:									
INSURER C:									
INSURER D:									
INSURER E:									
INSURER F:									

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION</b>
<b>NUMBER:</b>		

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

INS R LT R	TYPE OF INSURANCE	ADD' L INSR	SUB R WV D	POLIC Y NUMB ER	POLICY EFF (MM/DD/ YY)	POLICY EXP (MM/DD/ YY)	LIMITS	
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
	X COMMERCIAL LIABILITY						DAMAGE TO RENTED PREMISES (Each occurrence)	\$(E) 50,000
	CLAIMS-MADE X OCCUR.						MED EXP (Any one person)	\$(F) 5,000



UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA C/O CONTRACTS MANAGEMENT 1800 W. CHARLESTON BLVD. LAS VEGAS, NV 89102	<div> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. </div> <div> 10. AUTHORIZED REPRESENTATIVE </div>
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ACORD 25 (2010/05)

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POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: Project

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

### **SCHEDULE**

Name of Person or Organization:

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

(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.

**EXHIBIT C**  
**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 Agreement:

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

4. 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**

## **Business Associate Agreement**

This Agreement is made effective as of the last date of signature below, by and between University Medical Center of Southern Nevada (hereinafter referred to as “Covered Entity”), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and Cloudmed Solutions, LLC, an R1 Company, with its principal place of business at a Delaware limited liability company, with an address of 1100 Peachtree St., Suite 1900, Atlanta, GA 30309, hereinafter referred to as “Business Associate”, (individually, a “Party” and collectively, the “Parties”).

### **WITNESSETH:**

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

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

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

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

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

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

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

### **I. DEFINITIONS**

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

a reasonable basis to believe the information can be used to identify the individual. “Protected Health Information” includes without limitation “Electronic Protected Health Information” as defined below. For the purposes of this Agreement, Protected Health Information shall be limited to such information that Business Associate creates, receives, maintains or transmits for or on behalf of Covered Entity.

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

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

## II. ACKNOWLEDGMENTS

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

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

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

## III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees to use reasonable efforts to make use and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
  - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
  - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a “Business Associate Agreement” with Subcontractor as defined in the HIPAA Rules that includes substantially the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).



- (d) Business Associate may aggregate Protected Health Information as permitted under the Privacy Rule.
- (e) Business Associate may de-identify Protected Health Information in accordance with HIPAA and use and disclose such de-identified data for lawful purpose.
- (f) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:
  - (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
  - (ii) Utilizing Protected Health Information for any activity that might be deemed “Marketing” under the HIPAA rules.

#### IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees:
  - (i) To implement appropriate safeguards and internal controls designed to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.
  - (ii) Where applicable, implement “Administrative Safeguards,” “Physical Safeguards,” and “Technical Safeguards” as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.
  - (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system (“Security Incident”) upon discovery of the Security Incident. This Section constitutes notice to Covered Entity of attempted but unsuccessful security incidents for which no additional notice to Covered Entity is required. For purposes of this Agreement, unsuccessful security incidents include activities such as pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as no such incident results in unauthorized access, use, or disclosure of PHI.
- (b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information (“Breach”) occurs, Business Associate agrees:
  - (i) To notify Covered Entity’s Chief Privacy Officer promptly upon discovery of the Breach, and
  - (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404 to the extent known, and
  - (iii) To reasonably cooperate with Covered Entity’s analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and

(iv) To pay reasonable costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals. This reimbursement obligation is limited to the extent arising from any legal obligations related to the breach or any cost of notification as required by law and the limitation section in the Underlying Agreement.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules. If permitted, Business Associate, upon Covered Entity's written request, will make this information available to Covered Entity.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

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

(ii) To make available Protected Health Information in a Designated Record Set to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity. In the event any Individual requests access to Protected Health Information directly from Business Associate, Business Associate shall forward such request to Covered Entity in a manner consistent with HIPAA. Any denials of access to the Protected Health Information requested shall be the responsibility of Covered Entity.

(iii) To make Protected Health Information in a Designated Record Set available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules. In the event any Individual requests an amendment to Protected Health Information directly from Business Associate, Business Associate shall forward such request to Covered Entity in a manner consistent with HIPAA. Any denials of amendment to the Protected Health Information requested shall be the responsibility of Covered Entity.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 20 business days of request from Covered Entity.

VII. OBLIGATIONS OF COVERED ENTITY

(a) Covered Entity agrees:

(i) to provide appropriate notice and obtain any consent authorization or permission, that may be required by the HIPAA Rules or any other applicable federal state laws and/or regulations prior to furnishing Business Associate Protected Health Information; and

(ii) that it will inform Business Associate of any Protected Health Information that is subject to any arrangements permitted or required of Covered Entity under the HIPAA Rules that may materially impact in any manner the use and/or disclosure of Protected Health Information under the Underlying Agreement, including, but not limited to, restrictions on the use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. 164. 522 and agreed to by Covered Entity.

(iii) shall only request, use or disclose the minimum necessary Protected Health Information to accomplish its obligations under the Underlying Agreement or this Agreement.

(iv) shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

#### VIII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement if Covered Entity determines that Business Associate has violated any material term of this Agreement, and Business Associate failed to cure the breach within thirty (30) days after receiving written notice of breach from the Covered Entity. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide reasonable written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

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

#### IX. MISCELLANEOUS

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

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the

other Party. However, any rights or obligations under this Agreement may be assigned by Business Associate, without the consent of Covered Entity in connection with the sale of substantially all of the assets or a majority of the equity securities of Business Associate in one or more related transactions, or by operation of law in connection with a merger. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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

Any notices to be given hereunder shall be in accordance with the notification procedures identified in the Underlying Agreement except that notices for the HIPAA Rules shall be addressed to the person and address set forth below ( or to such other person or address as either party may so designate from time to time.)

To Covered Entity:                      University Medical Center of Southern Nevada  
Attn: Privacy Officer, Compliance Dept.  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102  
*With a copy to:*  
University Medical Center of Southern Nevada  
Attn: Legal Department  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102

To Business Associate:                      **Email: [Privacy@r1rcm.com](mailto:Privacy@r1rcm.com)**  
Attn: SVP, Data Protection and Chief Privacy Officer, Compliance and Risk Dept.  
R1 RCM Holdco Inc.  
433 W. Ascension Way, 2<sup>nd</sup> Floor  
Murray, Utah 84123  
Tel: 312 324 7820

*[Signature page to follow]*

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: \_\_\_\_\_  
Mason Van Houweling

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

Title: CEO

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

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

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<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
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b>		Cloudmed Solutions LLC				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		433 West Ascension Way, 2 <sup>nd</sup> Floor		<b>Website:</b> <a href="http://www.cloudmed.com">www.cloudmed.com</a>		
<b>City, State and Zip Code:</b>		Murray, Utah 84213		<b>POC Name:</b> Adam Cartabiano <b>Email:</b> <a href="mailto:adam.cartabiano@cloudmed.com">adam.cartabiano@cloudmed.com</a>		
<b>Telephone No:</b>		813-476-0805		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>		N/A – All 9 employees work remotely from their homes in Clark County, Nevada		<b>Website:</b> <a href="https://www.cloudmed.com">https:// www.cloudmed.com</a>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

**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

- 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	Kyle Hicok Print Name
EVP, Revenue Performance Solutions Title	December 6, 2022 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)

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***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**

<b>Issue:</b>	<b>First Amendment to Acknowledgement Form for Reference laboratory testing services with Laboratory Corporation of America Holding and its subsidiaries</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the First Amendment to Acknowledgement Form with Laboratory Corporation of America Holding and its Subsidiaries for reference laboratory testing service; authorize the Chief Executive Officer to execute future Amendments within his delegation of authority; or take action as deemed appropriate. (For possible action)</b>		

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000707000	Funded Pgm/Grant: N/A
Description: Reference Laboratory Testing Services	
Bid/RFP/CBE: NRS 450.525 and 450.530 – Group purchasing (HPG)	
Term: Two (2) year extension through 12/31/2024	
Amount: NTE \$2,000,000 per year or NTE \$10,000,000 for five (5) years	
Out Clause: 60 days w/o cause	

**BACKGROUND:**

Since November 2012, UMC has had an agreement with Laboratory Corporation of America Holding (“LabCorp”) to provide reference laboratory testing services. The types of tests include but are not limited to chemical, endocrinology, hematology, clinical, and other miscellaneous testing related to reference pathology.

This request is to approve the First Amendment to Acknowledgement Form (“Amendment”) with LabCorp to provide the same services with pricing through UMC’s contracted group purchasing organization, HealthTrust Purchasing Group (“HPG”). UMC shall utilize LabCorp for a minimum of 90% of its primary reference laboratory testing needs. The expected turnaround time for most general routine testing is within 24 hours of receipt of specimen however for those tests that are of special or non-routine nature will be transmitted back to UMC within the times set forth in LabCorp’s then current turnaround time schedule. Staff also requests authorization for the Hospital CEO to execute future amendments within his delegation of authority if deemed beneficial to UMC.

Cleared for Agenda  
January 25, 2023

Agenda Item #

**12**

The First Amendment Term is from January 1, 2023 through December 31, 2024 unless terminated for convenience with a sixty (60) day written notice.

This reference laboratory testing services is being purchased under HPG contract #379. HPG is a Group Purchasing Organization (“GPO”) 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.

UMC’s Director of Laboratory Services has reviewed and recommends approval of this Amendment.

This Amendment has been approved as to form by UMC’s Office of General Counsel.

LabCorp currently holds a Clark County business license.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their January 18, 2023 meeting and recommended for approval by the Governing Board.

**FIRST AMENDMENT TO  
ACKNOWLEDGEMENT FORM**

This First Amendment to the Acknowledgement Form ("First Amendment") is entered into this 14th day of December, 2022 by and between University Medical Center of Southern Nevada ("CUSTOMER") and Laboratory Corporation of America Holdings and its subsidiaries ("VENDOR") and is intended by the parties hereto to modify the Acknowledgement Form executed April 3, 2020 (the "Agreement").

CUSTOMER and VENDOR hereby agree as follows:

1. Section 1.B.2. shall be deleted in its entirety and replaced with:

**1.B.2. Commencement Date and Term.** Vendor shall commence Reference Lab Testing services on January 1, 2023 and will remain in effect for two (2) years ("**Term**"). The rates will remain fixed for the Term of this Acknowledgement Form. Customer may also terminate this Acknowledgement Form without penalty with a sixty (60) day notice, in writing to Vendor. Notwithstanding the foregoing, if Customer terminates its membership with HPG, then this Acknowledgement Form shall terminate effective sixty (60) days following the termination date of its membership with HPG.

2.Exhibit B shall be deleted in its entirety and replaced with the attached Exhibit B.

3.Except as specifically modified by this First Amendment, the Acknowledgement Form shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this First Amendment to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

Laboratory Corporation of America Holdings and its  
subsidiaries  
("VENDOR")

University Medical Center of Southern Nevada  
("CUSTOMER")

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: Scott Gillum, VP/Controller

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

EXHIBIT B – Vendor List Fee Schedule  
University Medical Center (UMC)

[The information in this attachment is confidential and proprietary in nature.]



January 3rd, 2022

John Goodnow  
Contract Specialist  
University Medical Center of Southern Nevada  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Reference Laboratory Testing Services.

Dear Mr. Goodnow:

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Reference Laboratory Testing Services. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process is described in its Contracting Process Policy [HT.008] available on its public website (<http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/>). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an on-line form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.



The above-described process was followed with respect to the Reference Laboratory Testing Services category. HealthTrust issued RFPs and received proposals from identified suppliers in the Reference Laboratory Testing Services category. A contract was executed with Laboratory Corp of America and Quest Diagnostics in January of 2017. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

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

<b>Issue:</b> <b>Master Service Agreement with Encompass Studio for Architectural Design and Documentation Services</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Master Service Agreement with Encompass Studio for Architectural Design and Documentation Services; or take action as deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

Fund Number: 5420.000

Fund Center: 30008480

Description: Architectural Design and Documentation Services

Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services

Term: Two years from Effective Date

Amount: NTE \$505,000.00

Out Clause: 30 days for convenience

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

**BACKGROUND:**

This request is to enter into a new Master Service Agreement for Architectural Design and Documentation Services with Encompass Studio (“Encompass”) to provide architectural drawings for UMC projects on a task order basis. The Agreement term is from the last date of signature through two (2) years, and UMC will compensate Encompass for the NTE amount of \$505,000.00 for its services. UMC may terminate the Agreement with thirty (30) days written notice at its convenience.

In accordance with NRS 332.115(1)(b) the competitive bidding process is not required as the services to be performed are professional in nature.

UMC’s Director of Facilities Maintenance has reviewed and recommends approval of this Agreement.

This Agreement has been approved as to form by UMC’s Office of General Counsel.

Cleared for Agenda  
January 25, 2023

Agenda Item #

**13**

Encompass currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their January 18, 2023 meeting and recommended for approval by the Governing Board.



**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

**MASTER SERVICE AGREEMENT  
FOR  
ARCHITECTURAL DESIGN AND DOCUMENTATION SERVICES**

<b>ENCOMPASS STUDIO</b>
NAME OF FIRM
DEB HOPSON, Managing Member, RID, IIDA
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
241 W. CHARLESTON BLVD., SUITE 155 LAS VEGAS, NV 89102
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 733-7759
(AREA CODE) AND TELEPHONE NUMBER
(AREA CODE) AND FAX NUMBER
<a href="mailto:deb@estudiovegas.com">deb@estudiovegas.com</a>
E-MAIL ADDRESS

## **MASTER SERVICE AGREEMENT FOR ARCHITECTURAL DESIGN AND DOCUMENTATION SERVICES**

This Agreement for various Architectural Design and Documentation Services (the "Agreement") is made and entered into as of the date last signed by the parties below ("Effective Date"), by and between **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and **ENCOMPASS STUDIO** (hereinafter referred to as "COMPANY"), for various Architectural Design and Documentation Services (hereinafter referred to as "PROJECT").

### **WITNESSETH:**

WHEREAS, HOSPITAL desires to obtain various architectural design and documentation services for the non-clinical areas of its campus, as further described in the Scope of Work (**Exhibit A**).

WHEREAS, the COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not-to-exceed \$505,000.00 including all travel, lodging, meals and miscellaneous expenses, as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for two (2) year from the Effective Date ("Initial Term"). During the Term, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

#### **A. Compensation**

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the not-to-exceed amount of \$505,000.00 for the Initial Term. HOSPITAL's obligation to pay COMPANY cannot exceed the not-to-exceed amount. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by the COMPANY and it shall be the COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
2. Fees shall be payable monthly to COMPANY as specific tasks identified in the Scope of Work (Exhibit A) are finished, on a percentage of completion basis.

#### **B. Terms of Payments**

1. COMPANY shall bill HOSPITAL per approved Task Order or Proposal for work completed.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. Payment of travel and other miscellaneous expenses such as building department submittal, mileage, plotting, blueprinting, drafting supplies, and long distance phone calls associated with the production of this agreement shall meet HOSPITAL's Travel Reimbursement policy (Section XII(Q)), and will be made within sixty (60) calendar days upon receipt of an accurate invoice(s) with supporting documentation that has been reviewed and approved by HOSPITAL.
4. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's Contract Number, Project Number, Proposal Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. Expenses not defined in **Exhibit A**, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by HOSPITAL.

- c. HOSPITAL's representative shall notify the COMPANY in writing within 14 calendar days of any disputed amount included on the invoice. The COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph D.2 above. Upon mutual resolution of the disputed amount, the COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph D.2 above.
5. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within 30 calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
6. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.
7. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
8. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

**C. HOSPITAL's Fiscal Limitations**

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

**SECTION III: SCOPE OF WORK**

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

**SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in the COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly. Any claim of the COMPANY for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.
- B. No services for which an additional compensation will be charged by the COMPANY shall be furnished without the written authorization of HOSPITAL.

**SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction,

compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- B. Upon written acceptance by HOSPITAL, Barrett Powley, Architect license #5492 (hereinafter referred to as "MANAGER") will manage the performance of services. All of the services specified by this Agreement shall be performed by MANAGER, or by COMPANY's associates and employees under the final supervision of MANAGER. Should the MANAGER, or any employee of COMPANY be unable to complete his or her responsibility for any reason, the COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within 30 days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- F. COMPANY will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada. Execution of this Agreement shall indicate that COMPANY is familiar with, and prepared to comply with, pertinent, governing and controlling regulations, guidelines, policies and requirements of all federal, state and local agencies regulating COMPANY's conduct. If COMPANY fails to stay abreast of current federal, state and local laws and policies, COMPANY shall ensure that services are performed in accordance with said current laws at no additional cost to HOSPITAL.
- G. It shall be the duty of the COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. The COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
  - 1. Permitted or required approval by HOSPITAL of any services furnished by COMPANY shall not in any way relieve the COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- I. Reports, drawings, specifications, computer files, field dates, notes and other documents and instruments prepared by the COMPANY as instruments of service, shall remain the property of the COMPANY. COMPANY shall retain all common law, statutory and other reserved rights, including copyright thereto. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all

CADD files, materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

- J. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by the COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Tamera Hone, telephone number (702) 383-1092, or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

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

#### **SECTION IX: SUSPENSION TERMINATION**

##### **A. Termination**

##### **1. Termination for Cause**

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

- a. not less than 10 calendar days written notice of intent to terminate; and
- b. an opportunity for consultation with the terminating party prior to termination.

##### **2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after the COMPANY is given not less than 30 calendar days written notice of intent to terminate; and
  - b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay the COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Effect of Termination
- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
    - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to the COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of the COMPANY's default.
  - b. Upon receipt or delivery by COMPANY of a termination notice, the COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V paragraph H.
  - c. If after termination for failure of the COMPANY to fulfill contractual obligations it is determined that the COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
  - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of the COMPANY assigned to the performance of this Agreement.
4. The rights and remedies of HOSPITAL and the COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

## **SECTION X: NOTICES**

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

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

TO COMPANY:                      Encompass Studio  
   241 W Charleston Suite 155  
   Las Vegas, NV 89102

## **SECTION XI: MISCELLANEOUS**

### **A. ADA Requirements**

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

B. Amendments

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

C. Assignment

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

D. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of the Agreement. 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 COMPANY and to verify the nature of the services being invoiced, but does not include the right to review personal information of COMPANY's employees, or proprietary information of COMPANY, including but not limited to COMPANY's underlying cost, markup or overhead rates.

E. Clark County Business License / Registration

COMPANY warrants that it is has a valid Clark County Business License and will maintain such licensure through the duration of this Agreement.

F. Complete Agreement

This Agreement, 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. This Agreement supersedes all prior understandings, representations, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.

G. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL confidential information. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI), in which case the parties agree to handle such health information in accordance with the terms of the Business Associate Agreement (BAA) which is attached to and incorporated into this Agreement as **Exhibit D**.

H. Counterparts

This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

I. Covenant

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

J. Covenant Against Contingent Fees

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

K. Exclusion

COMPANY 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). COMPANY agrees to notify HOSPITAL within five (5) business days of COMPANY's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of COMPANY 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 COMPANY 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 Agreement shall immediately terminate without penalty to HOSPITAL. 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.

L. Governing Law / Venue

Nevada law shall govern the interpretation of this Agreement. Venue shall be any court of competent jurisdiction in Las Vegas, Nevada.

M. Gratuities

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

N. Immigration Reform and Control Act

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

O. Indemnity

To the fullest extent permitted by law, the HOSPITAL and its officers, directors, members, successors and assigns, shall indemnify, defend, and hold the COMPANY, and each of them, harmless, of, from and against any and all Claims made, brought or pursued against any of the COMPANY Parties for:

- Amounts that exceed the Limits of Liability;
- The work or services provided by any HOSPITAL Party;
- The acts or omissions of any HOSPITAL Party or any other person or entity for whom or which the COMPANY is not responsible; and/or COMPANY'S breach of its obligations under this Agreement.
- The HOSPITAL and its officers, directors, members, successors and assigns' duty to indemnify, defend and hold the COMPANY Parties harmless, shall survive the completion of the COMPANY'S Services to be provided under the Agreement or any termination of the Agreement and HOSPITAL and its officers, directors, members, successors or assigns, expressly agree to pay the actual attorney's fees and costs that any of the COMPANY Parties may incur as they accrue on a current basis from the first date that Client or its officers, directors, members, successors or assigns receives written notice from any of the COMPANY Parties that a Claim has occurred or been made.
- The employees, agents, representatives, members, managers, shareholders, officers, or directors of the COMPANY Parties shall not be subject or liable for any Claim, all of which are hereby released.



- Instead, as the HOSPITAL Parties' sole and exclusive remedy, any Claim shall be directed or asserted against COMPANY only.

However, any indemnification by HOSPITAL under this section shall be subject to and limited by the provisions of Chapter 41 of the Nevada Revised Statutes, as applicable, and only to the extent expressly authorized by Nevada law. Additionally, HOSPITAL's obligation to defend shall include only the obligation to provide legal assistance of its in-house Office of General Counsel ("OGC"), and shall not include the obligation to: (1) provide or pay for other counsel to represent an indemnified party; or (2) reimburse an indemnified party for the cost of other counsel if such party elects to utilize other counsel.

#### P. Dispute.

- In the event a Dispute[1] arises, the Dispute shall be resolved as set forth below.
- Mediation.
  - If the Parties are unable to resolve the Dispute through informal discussions or negotiation, either of the Parties may submit the Dispute to non-binding mediation ("Mediation") conducted by a Mediator appointed by JAMS[2] in accordance with JAMS Rules.[3]
  - The Mediator fees and JAMS' administrative fees shall be shared equally between the Parties.
  - Encompass shall be entitled to perfect all statutory claims and rights that it may possess during the pendency of the mediation.
- Arbitration.
  - If the Dispute cannot be resolved by Mediation, the Dispute shall be submitted to binding arbitration ("Arbitration") to be conducted by an arbitrator appointed by JAMS in accordance with the JAMS Rules.
  - Within thirty (30) days after the appointment of the arbitrator, each Party shall produce all documentation in its possession or reasonably available to it and which would be required to be produced in state court.
  - Any court having jurisdiction thereof may confirm the judgment on the award rendered by the arbitrator and the Parties shall be finally and conclusively bound by the final decision reached in the Arbitration.
  - Upon its request, Encompass shall be entitled to the consolidation or joinder of the Arbitration between COMPANY and HOSPITAL with related arbitrations involving other parties.
  - Any Arbitration must be commenced within one (1) year of the earlier of (the "Action Date"):
    - The date any portion of the Project is available for Client's use or occupancy; or
    - The date Encompass ceases to perform its Services.
  - Any Arbitration commenced after the Action Date shall be barred.
  - The laws of the State where the Project is located shall govern the Agreement, and any Mediation or Arbitration shall be held in the city where the Project is located.

#### Q. Independent Contractor

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

#### R. Prohibition Against Israel Boycott:

In accordance with Nevada Revised Statute 332.065, COMPANY certifies that it is not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

#### S. Public Funds / Non-Discrimination

COMPANY acknowledges that the HOSPITAL has an obligation to ensure that public funds are not used to subsidize private

[1] "Dispute" means a claim or controversy between the Parties or arising from or related to the Services or this Agreement.

[2] "JAMS" means JAMS Mediation, Arbitration ADR Services, located at 7160 Rafael Rivera Way, Suite 400, Las Vegas, Nevada 89113.

[3] "JAMS Rules" means JAMS' Comprehensive Arbitration Rules and Procedures, as modified by this Agreement.

discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of the Agreement, terminate the Agreement, and designate COMPANY as non-responsible.

T. Public Records

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

U. Publicity

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

V. Reimbursable Expenses

Miscellaneous expenses will only be covered for actual expenditures made in the direct interest of the project including, but not limited to expense of reproductions, postage and handling of drawings and documents, long distance telephone calls, and mileage. All miscellaneous expenses will be reimbursed at direct expense, with mileage chargeable at the current government rate. Travel expenses include airfare, lodging, transportation, and meals (alcohol excluded) and must follow HOSPITAL's Travel Policy below. COMPANY must bill HOSPITAL at actual costs.

W. Subcontractor Information

COMPANY 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 Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

X. Survival of Terms.

Unless otherwise stated, all of HOSPITAL and COMPANY's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

Y. Task Orders

Task Orders shall include detailed scopes and all consultant proposals required to fully develop projects on an ongoing basis throughout the contract year. All Task Orders shall be treated as a part of this Agreement.

Z. Travel Policy

The following are the acceptable travel guidelines for reimbursement of travel costs:

Reimbursement shall only be for the contract personnel.

Transportation:

- Domestic Airlines (Coach Ticket). Number of trips must be approved by HOSPITAL.
- Personal Vehicle: HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel.

Meals: All meal charges will be paid up to and not to exceed \$50 per day. This includes a 15% tip.

Lodging: Lodging will either be booked by HOSPITAL or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas,

NV, not to exceed \$150 per night.

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid-size or smaller. HOSPITAL will reimburse up to \$150 per week. Return re-fuel cap of \$50 per vehicle.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the original itemized receipts with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed.

- Company's Invoice
  - o With copy of executed Agreement highlighting the allowable travel
  - o List of travelers
  - o Number of days in travel status
- Hotel receipt
- Meal receipts for each meal
- Airline receipt
- Car rental receipt (Identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas re-fuel upon return of rental vehicle capped at \$50 per vehicle
- Airport long term parking (only for economy rate)

The following are some of the charges that will NOT be allowable for reimbursement (not all inclusive):

- Personal vehicle (HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel)
- Excess baggage fares
- Upgrades for transportation, lodging, or vehicles
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Mileage
- Travel time

#### AA. Waiver; Severability

No term or provision of this Agreement 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. If any provision of this Agreement 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 Agreement shall be enforceable in accordance with its remaining terms.

#### BB. Reimbursable Expenses

Miscellaneous expenses will only be covered for actual expenditures made in the direct interest of the project including, but not limited to expense of reproductions, postage and handling of drawings and documents, long distance telephone calls, and mileage. All miscellaneous expenses will be reimbursed at direct expense, with mileage chargeable at the current government rate. Travel expenses include airfare, lodging, transportation, and meals (alcohol excluded) and must follow HOSPITAL's Travel Policy below. COMPANY must bill HOSPITAL at actual costs not-to-exceed amount of \$5,000.00 for travel expenses.

##### Travel Policy

The following are the acceptable travel guidelines for reimbursement of travel costs:

Reimbursement shall only be for the contract personnel.

##### Transportation:

- Domestic Airlines (Coach Ticket). Number of trips must be approved by HOSPITAL.

- Personal Vehicle: HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel.

Meals: All meal charges will be paid up to and not to exceed \$50 per day. This includes a 15% tip.

Lodging: Lodging will either be booked by HOSPITAL or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed \$150 per night.

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid-size or smaller. HOSPITAL will reimburse up to \$150 per week. Return re-fuel cap of \$50 per vehicle.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the **original itemized receipts** with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed.

- Company's Invoice
  - o With copy of executed Agreement highlighting the allowable travel
  - o List of travelers
  - o Number of days in travel status
- Hotel receipt
- Meals receipts for each meal
- Airline receipt
- Rental receipt (Identify driver and passengers)
- Gas re-fuel upon return of rental vehicle capped at \$50 per vehicle
- Airport long term parking (only for economy rate)

The following are some of the charges that will **NOT** be allowable for reimbursement (not all inclusive):

- Excess baggage fares
- Upgrades for transportation, lodging, or vehicles
- Alcohol
- Room service
- In-room movie rentals
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Mileage
- Travel time

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

**HOSPITAL:**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: \_\_\_\_\_  
MASON VANHOUWELING  
Chief Executive Officer

\_\_\_\_\_  
DATE

**COMPANY:**

ENCOMPASS STUDIO

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

1.04.23  
\_\_\_\_\_  
DATE

## EXHIBIT A SCOPE OF WORK

Services to be performed by Encompass Studio under this agreement shall be completed based on individual Task Orders. All Task orders shall include a detailed description of the work performed and all consultant proposals required to fully develop projects on an ongoing basis throughout the contract year. Task Orders shall also include a fee proposal setting forth the total design fees attributed for the specified project, plus reimbursables.

Tasks shall include but are not limited to drawings and documentations for the following:

- Hourly space plans (test fits) for minor project modifications per fee schedules
- Preliminary Test Fits and Pricing Plans for tenant improvement projects
- Selection of finishes and casework drawings required for finish plans and specifications
- Tenant improvement plans for existing facilities, including construction drawings, details and engineering plans for permit for the building department
- Lighting fixtures, electrical, mechanical and plumbing selections & specifications and engineering design based on building/UMC standard types
- Structural engineering where necessary
- Coordination with UMC xray equipment vendor where necessary
- Coordination with Estimators on preliminary and final construction document stages
- Hourly revisions to preliminary plans and construction documents per work order as required and invoiced per the task order and fee schedules. Encompass standard hourly rates are as follows:

Designer	\$125.00
Project Managers/Coordinators	\$150.00
Project Architect/Lead Designers	\$175.00
Design Director	\$175.00
Principals/Partners	\$200.00

- Construction administration including plan review submittal, submittal and RFI reviews, site walks and punch lists
- Reimbursable and travel expenses with documentation for plan review and associated fees.

**EXHIBIT B**  
**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 Agreement:

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
4. 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 C**

### **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

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<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
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b>		Encompass Studio LLC				
<b>(Include d.b.a., if applicable)</b>		Encompass Studio				
<b>Street Address:</b>		241 W Charleston Blvd Suite 155		<b>Website:</b> www.estudiovegas.com		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89102		<b>POC Name:</b> Deb Hopson <b>Email:</b> deb@estudiovegas.com		
<b>Telephone No:</b>		702-733-7759		<b>Fax No:</b> N/A		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

**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)
Barrett Powley	Managing Partner	50%
Deborah Hopson	Managing Partner	50%

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

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

 _____ Signature	Deborah Hopson _____ Print Name
Managing Partner _____ Title	1.04.23 _____ Date



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)

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**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

**EXHIBIT D**  
**INSTRUCTIONS FOR COMPLETING THE**  
**DISCLOSURE OF RELATIONSHIP**  
**(Suppliers)**

**Purpose of the Form**

The purpose of the Disclosure of Relationship Form is to gather information pertaining to the business entity for use by the Board of Hospital Trustees and Hospital Administration in determining whether a conflict of interest exists prior to awarding a contract.

**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 UMC. Failure to submit the requested information may result in a refusal by the UMC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

**Detailed Instructions**

All sections of the Disclosure of Relationship form must be completed. If not applicable, write in N/A.

***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.

***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.

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.

**Definition**

An actual or potential conflict of interest is present when an actual or potential conflict exists between an individual's duty to act in the best interests of UMC and the patients we serve and his or her desire to act in a way that will benefit only him or herself or another third party. Although it is impossible to list every circumstance giving rise to a conflict of interest, the following will serve as a guide to the types of activities that might cause conflict of interest and to which this policy applies.

**Key Definitions**

**“Material financial interest”** means

- An employment, consulting, royalty, licensing, equipment or space lease, services arrangement or other financial relationship
- An ownership interest
- An interest that contributes more than 5% to a member's annual income or the annual income of a family member
- A position as a director, trustee, managing partner, officer or key employee, whether paid or unpaid

**“Family member”** means a spouse or domestic partner, children and their spouses, grandchildren and their spouses, parents and their spouses, grandparents and their spouses, brothers and sisters and their spouses, nieces and nephews and their spouses, parents-in-law and their spouses. Children include natural and adopted children. Spouses include domestic partners.

**“Personal interests”** mean those interests that arise out of a member's personal activities or the activities of a family member.

## DISCLOSURE OF RELATIONSHIP (Suppliers)

<b>Corporate/Business Entity Name:</b>	N/A
<b>(Include d.b.a., if applicable)</b>	
<b>Street Address:</b>	
<b>City, State and Zip Code:</b>	
<b>Telephone No:</b>	
<b>Point of Contact Name:</b>	
<b>Email:</b>	

1. **COMPENSATION ARRANGEMENTS** - Does a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) have an employment, consulting or other financial arrangement (including, without limitation, an office or space lease, royalty or licensing agreement, or sponsored research agreement) with the company?  
☐ Yes      ☐ No      (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Describe the Compensation Arrangement	Dollar Value of Compensation
1. N/A	N/A	N/A	N/A
2.			
3.			

(Use additional sheets as necessary)

2. **BUSINESS POSITIONS** - Is a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) an officer, director, trustee, managing partner, officer or key employee of the company?  
☐ Yes      ☐ No      (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Business Position or Title	Dollar Value of Compensation (include meeting stipends and travel reimbursement)
1. N/A	N/A	N/A	N/A
2.			
3.			

(Use additional sheets as necessary)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate.



Signature

Managing Partner

Title

Deborah Hopson

Print Name

1.4.23

Date

**For UMC Use Only:**

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

- ☐ Yes    ☐ No    Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in the contracting/selection process?
- ☐ Yes    ☐ No    Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name

Authorized Department Representative

## UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

### VENDOR/SUPPLIER SELF-IDENTIFICATION FORM INSTRUCTIONS

#### Why are you being asked to complete this form?

University Medical Center of Southern Nevada (UMC), as a member public entity of the Regional Business Development Advisory Council for Clark County (Chapter 7, Statutes of Nevada 2003), is required to gather specific demographic business data for State of Nevada reporting purposes. This data is also used to support UMC's outreach efforts to firms classified as one of the business designation groups identified in this form. The data requested in this section is gathered for such reporting and informational purposes ONLY.

To help us measure how well we are doing, we are asking you to tell us about all classifications that apply to your business. **Note:** If Supplier identifies as a "Disabled Veteran Business Enterprise", they must also select "Veteran Business Enterprise".

Completion and submission of this form is voluntary, and is not 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 provide this information will not result in a refusal by UMC to enter into an agreement/contract and/or release monetary funding to the disclosing entity.

We appreciate your assistance.

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## VENDOR/SUPPLIER SELF-IDENTIFICATION FORM

Description	Vendor/Supplier Information
Business Name:	ENCOMPASS STUDIO LLC
PO Box/Street Address:	241 W CHARLESTON BLVD STE 155
City:	LAS VEGAS
State/Province:	NV
Zip/Postal Code:	89102
Country:	USA
Contact's Name & Title:	DEB HOPSON PRINCIPAL
Contact Phone Number:	702 733 7759
Contact's Email:	deb@estudiovegas.com
Contact's Fax:	N/A

BUSINESS DESIGNATION GROUP TYPE		
Check all applicable classifications or <span style="border: 1px solid black; padding: 2px;">Not Applicable</span>		
Diversity/Demographic Classification	Definition	v
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 individuals of African American/Black (AA), Asian American (AX), Hispanic American (HA), Native American (NA), or Pacific Islander (PI) ethnicity.	<input type="checkbox"/>
	<b>AA</b> - African American/Black: Persons having origins in any of the black racial groups of Africa.	<input type="checkbox"/>
	<b>AX</b> - Asian American: <ul style="list-style-type: none"> <li>Japanese/Japanese-American: Persons having origins in any of the original peoples of Japan.</li> <li>Filipino/Pilipino: Persons having origins in any of the original peoples of the Philippine Islands.</li> <li>Pakistani/East Indian: Persons having origins in any of the original peoples of the Indian subcontinent (e.g., India and Pakistan).</li> <li>Other Asian: Persons having origins in any of the original peoples of the Far East (including Korea, Malaysia, Cambodia, Thailand and Vietnam), and Southeast Asia.</li> </ul>	<input type="checkbox"/>
	<b>HA</b> - Hispanic American (including Black individuals whose origins are Hispanic): <ul style="list-style-type: none"> <li>Mexican/Mexican-American/Chicano: Persons of Mexican culture or origin, regardless of race.</li> <li>Latin-American/Latino: Persons of Latin American (e.g., Central American, South American, Cuban, Puerto Rican) culture or origin, regardless of race.</li> <li>Other Spanish/Spanish-American listed above: Persons of Spanish culture or origin, not included in any of the Hispanic categories listed above.</li> </ul>	<input type="checkbox"/>




	<b>NA - Native American:</b> Persons having origins in any of the original peoples of North and South America, (including Central American) and who maintains tribal affiliation or community attachment.	<input type="checkbox"/>
	<b>PI - Pacific Islander:</b> Persons having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.	<input type="checkbox"/>
	<b>Prefer not to answer</b>	<input type="checkbox"/>
<b>BUSINESS DESIGNATION GROUP TYPE</b>		
Check all applicable classifications or Not Applicable		
<b>Diversity/Demographic Classification</b>	<b>Definition</b>	<b>✓</b>
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.	<input type="checkbox"/>
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.	<input checked="" type="checkbox"/>
Emerging Small Business (ESB)	An independent and continuing business 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.	<input type="checkbox"/>
Woman Owned Business (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.	<input type="checkbox"/>
Veteran Business Enterprise (VET)	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 U.S. Veteran(s).	<input type="checkbox"/>
Disabled Veteran Enterprise (DVET)	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 veteran.	<input type="checkbox"/>
Not Applicable	The business is not classified and/or does not meet any of the aforementioned definitions.	<input type="checkbox"/>
Choose to Not Self-Identify	Business chooses not to self-identify.	<input type="checkbox"/>

<b>CERTIFIED BUSINESS ENTITY</b>		
Check all applicable classifications or Not Applicable		
<b>Participant and Certified Business Entity:</b>	<b>Definition</b>	<b>✓</b>
Small Business Opportunity Program	A business that has successfully completed all requirements and is a graduate of the Small Business Opportunity Program (SBOP).	<input type="checkbox"/>
State of Nevada Emerging Small Business	A business that is certified by the Nevada Governor's Office of Economic Development effective January, 2014 as an "Emerging Small Business". Approved into Nevada law during 77 <sup>th</sup> Legislative session as a result of AB294.	<input type="checkbox"/>
Not Applicable	The business is not classified and/or does not meet any of the aforementioned definitions.	<input checked="" type="checkbox"/>

<b>BUSINESS ENTITY TYPE</b>	
Check all applicable classifications or Not Applicable	
<b>Business Entity Type</b>	<b>✓</b>
Individual/Sole Proprietor	<input type="checkbox"/>

Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Limited Liability Company	<input checked="" type="checkbox"/>
Non-Profit/Government Entity	<input type="checkbox"/>
Other (please identify):	<input type="checkbox"/>

Signature:   
Name and Title (Printed): DEB HOPSON, PRINCIPAL Date: 1.27.21

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<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
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 9</b>						
<b>Corporate/Business Entity Name:</b> ENCOMPASS STUDIO LLC						
<b>(Include d.b.a., if applicable)</b> ENCOMPASS STUDIO						
<b>Street Address:</b> 241 W CHARLESTON STE 155				<b>Website:</b> WWW.KESTUDIOVEGAS.COM		
<b>City, State and Zip Code:</b> LAS VEGAS NV 89102				<b>POC Name:</b> DEB HOPSON		
<b>Telephone No:</b> 702 733 7757				<b>Email:</b> deb@estudiovegas.com		
<b>Nevada Local Street Address:</b>				<b>Website:</b>		
<b>(If different from above)</b>				<b>Local Fax No:</b>		
<b>City, State and Zip Code:</b>				<b>Local POC Name:</b>		
<b>Local Telephone No:</b>				<b>Email:</b>		

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)
DEBORAH HOPSON	MANAGING PARTNER	50
BARRETT POWLEY	MANAGING PARTNER	50

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

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature: DEB HOPSON  
 Title: PRINCIPAL

Print Name: DEB HOPSON  
 Date: 1.27.21



## 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

\* 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)

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**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**

<b>Issue:</b> Professional Service Agreement with EV&A Architects for Trauma 4 & 5 Patient Room Design	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Professional Service Agreement with EV&amp;A Architects for Trauma 4 &amp; 5 Patient Room Design; or take action as deemed appropriate. (<i>For possible action</i>)</b>	

**FISCAL IMPACT:**

Fund Number: 5430.011  
Fund Center: 3000999901  
Description: Architectural Design and Engineering Services  
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services  
Term: 28 months  
Amount: NTE \$1,800,000.00  
Out Clause: 15 calendar days for convenience

Fund Name: CC Cap Equip Trans  
Funded Pgm/Grant: N/A

**BACKGROUND:**

This request is to enter into a new Professional Services Agreement for Architectural Design and Engineering Services with EV&A Architects (“EV&A”) to convert the existing 4th and 5th Floors of UMC’s Trauma building to patient care areas. EV&A will provide services to include field investigation, architecture, structural, mechanical, electrical, & plumbing engineering support culminating in a final report and/or drawings. The Agreement Term is for a period of 28 months based on the estimated project schedule in the Agreement, and UMC will compensate EV&A for the not-to-extend amount of \$1,800,000.00 for its services. UMC may terminate the Agreement with fifteen (15) calendar days written notice at any time for its convenience.

In accordance with NRS 332.115(1)(b) the competitive bidding process is not required as the services to be performed are professional in nature.

UMC’s Director of Facilities Maintenance has reviewed and recommends approval of this Agreement.

Cleared for Agenda  
January 25, 2023

Agenda Item #

**14**

This Agreement has been approved as to form by UMC's Office of General Counsel.

EV&A currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their January 18, 2023 meeting and recommended for approval by the Governing Board.

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

**AGREEMENT FOR  
TRAUMA 4 & 5 PATIENT ROOM DESIGN**

<b>EV&amp;A ARCHITECTS</b>
NAME OF FIRM
EDWARD A. VANCE, FAIA
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1160 N. TOWN CENTER DR., STE 170 Las Vegas, NV 89144
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
702-946-8195
(AREA CODE) AND TELEPHONE NUMBER
EVANCE @EDVANCEASSOCIATES.COM
E-MAIL ADDRESS

## AGREEMENT FOR TRAUMA 4 & 5 PATIENT ROOM DESIGN

This Agreement (the "Agreement") 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 "HOSPITAL"), and EV&A ARCHITECTS (hereinafter referred to as "COMPANY"), for HOSPITAL'S project (hereinafter referred to as "PROJECT").

### WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$1,800,000.00 as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from Effective Date through twenty eight (28) months from the date Purchase Order is issued by HOSPITAL for PROJECT or PROJECT completion ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

#### **A. Terms of Payments**

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of \$1,800,000.00. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
2. Payment of invoices will be made within forty-five (45) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. Expenses not defined in the Total Bid Amount in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
  - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.

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

**B. HOSPITAL's Fiscal Limitations**

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

**SECTION III: SCOPE OF WORK**

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

**SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly. Any claim of COMPANY for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

**SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this

Agreement for default.

- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including its corporate compliance program, HOSPITAL's Policy I-66 (Contracted Non-Employees/Allied Health Non-Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), and HOSPITAL's Vaccine Policy as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY must register through HOSPITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises
- F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. *The services COMPANY provides will be performed in a manner consistent with that degree of care as ordinarily exercised by similarly situated architects currently practicing under similar circumstances. No warranty or guarantee is included or intended in this Agreement or instruments of its services.* . COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.
- G. The COMPANY *shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of the execution of this Agreement.* If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products:
  - 1. Permitted or required approval by HOSPITAL of any services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- I. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- J. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

## **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

## **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Monty Bowen, Plant Operations, telephone number (702) 610-3445 or his designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

## **SECTION VIII: TIME SCHEDULE**

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

## **SECTION IX: SUSPENSION AND TERMINATION**

### **A. Suspension**

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least five (5) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. In the event HOSPITAL suspends performance by COMPANY for any cause other than the error or omission of the COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

### **B. Termination**

#### **1. Termination for Cause**

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

- a. not less than ten (10) calendar days written notice of intent to terminate; and



b. an opportunity for consultation with the terminating party prior to termination.

2. Termination for Convenience

a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than fifteen (15) calendar days written notice of intent to terminate; and

b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and

ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.

b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V, paragraph H.

c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.

d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.

4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

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

**SECTION X: INSURANCE**

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

## **SECTION XI: NOTICES**

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

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

TO COMPANY:                      EV&A ARCHITECTS  
1160 N TOWN CTR DR. STE 170  
Las Vegas, NV 89144

## **SECTION XII: MISCELLANEOUS**

### **A. ADA Requirements**

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

### **B. Amendments**

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

### **C. Assignment**

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

### **D. Audits**

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of the Agreement. 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 COMPANY and to verify the nature of the services being invoiced, but does not include the right to review personal information of COMPANY's employees, or proprietary information of COMPANY, including but not limited to COMPANY's underlying cost, markup or overhead rates.

### **E. Clark County Business License / Registration**

COMPANY warrants that it is has a valid Clark County Business License and will maintain such licensure through the duration of this Agreement.

### **F. Complete Agreement**

This Agreement, 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. This Agreement supersedes all prior understandings, representations, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.

### **G. Confidential Treatment of Information**

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL confidential information.

### **H. Counterparts**

This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

I. Covenant

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

J. Covenant Against Contingent Fees

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

K. Exclusion

COMPANY 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). COMPANY agrees to notify HOSPITAL within five (5) business days of COMPANY's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of COMPANY 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 COMPANY 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 Agreement shall immediately terminate without penalty to HOSPITAL. 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.

L. Governing Law / Venue

Nevada law shall govern the interpretation of this Agreement. Venue shall be any court of competent jurisdiction in Las Vegas, Nevada.

M. Gratuities

6. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

7. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:

- a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
- b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.

8. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

N. Immigration Reform and Control Act

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

O. Indemnity

- P. *To the fullest extent permitted by law, COMPANY shall indemnify and hold harmless HOSPITAL from and against damages, losses, costs and expenses (including reasonable attorneys' and experts' fees, interest and court costs) to the extent such damages result from the negligent act, error or omission of COMPANY, its employees, subconsultants or anyone for whose actions COMPANY is legally responsible. Independent Contractor*

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

- Q. Prohibition Against Israel Boycott:

In accordance with Nevada Revised Statute 332.065, COMPANY certifies that it is not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

- R. Public Funds / Non-Discrimination

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

- S. Public Records

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

- T. Publicity

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

- U. Subcontractor Information

COMPANY 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 Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

- V. Survival of Terms.

Unless otherwise stated, all of HOSPITAL and COMPANY's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

- W. Waiver; Severability

No term or provision of this Agreement 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. If any provision of this Agreement 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 Agreement shall be enforceable in accordance with its remaining terms.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and effective as of the date of last signature.

HOSPITAL:


**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

By: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

\_\_\_\_\_  
DATE

COMPANY:

**COMPANY NAME**

By:  \_\_\_\_\_  
NAME: Edward A. Vance, FAIA  
TITLE: Founder & CEO

\_\_\_\_\_  
1/6/2023  
DATE

**EXHIBIT A**  
**TRAUMA 4 & 5 PATIENT ROOM DESIGN**  
**SCOPE OF WORK**

WORK TO BE PERFORMED:

Provide Architectural, Construction Documents for the Project. The following describes the project scope as we understand it:

- Convert the existing 4th and 5th Floors from Administration Spaces to an Intermediate Medical Care Unit. Each floor is approximately 18,200 S.F.
- Approximately 16 patient rooms per floor for a total of 32.
- Four (4) rooms per floor to be isolation rooms.
- Design generated in 2017 will be revised to conform with the requirements of the 2018 Facility Guidelines Institute (2018 FGI).
- Design generated in 2017 will be revised to include a secure vestibule/entrance from the elevators to the 4th and 5th floors.
- Add two (2) patient handling elevators.
- Removal and Relocation of existing spaces on Levels 1 - 3 to accommodate the construction of the elevators.
- Meetings with UMC to review the proposed floor plans.
- Proposal includes design for Medical Gas System.
- Proposal includes design for Nurse Call System.
- Proposal includes design for Information Technology including Telecommunications structured cabling system: Voice, data, WIFI, and cable television passive infrastructure, Intrusion detection system, Access Control system & video surveillance system
- Coordination with the Owner's FF&E Vendor
- Photo-Realistic Renderings thru the Design Phases of our work
- Design of the required structural systems
- Design of the required mechanical & plumbing systems

Materials

Work includes drawings only no physical materials

ADDITIONAL CLARIFICATION/EXCLUSIONS:

Project Schedule

Invoices by the Architect will be submitted monthly throughout the duration of the project per the following estimated time schedule:

Schematic Design - 2 Months

Design Development - 3 Months

Construction Documents - 5 Months

Agency Reviews/Bidding - 3 Months (estimated)

Contract Observation - 9 Months (estimated)

## PRICING

### **Management**

Principal-in Charge - CEO   President	\$300
Principal-in Charge - Exec.Vice President	\$275
Principal-in Charge - Vice President	\$250
Senior Project Manager	\$200
Project Manager	\$185

### **Design**

Design Director	\$200
Senior Designer	\$175
Designer	\$150
Interior Designer	\$135
Visualization Artist	\$125

### **Production**

Job Captain	\$180
Sr.Draftsman	\$150
Draftsman	\$125
Jr.Draftsman	\$100

### **Administration/Finance/IT**

Controller	\$100
Executive Assistant	\$90
Project Administrator	\$90

*Revised: October 2020*

Not to Exceed (NTE) Price: \$1,800,000

**EXHIBIT B**  
**TRAUMA 4 & 5 PATIENT ROOM DESIGN**  
**INSURANCE REQUIREMENTS**

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

- A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.
- B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance. The Hartford is A+ rated and is financial size category XV.
- C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees. Hartford Fire Insurance professional liability policies do not provide for additional insured coverage.
- D. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. Hartford Fire Insurance issued design professionals liability policy OH 0441433 to Ed Vance and Associates Architects with effective dates May 1, 2022 through May 1, 2023. The policy contains limits of \$3,000,000 per claim and \$5,000,000 in the aggregate, subject to a deductible of \$25,000 per claim that is applicable to damages only. As to the retroactive date, the policy contains Full Prior Acts coverage.
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability**: COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.
- L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).



- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information must be filled in by COMPANY's Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
  2. COMPANY's name, complete address, phone and fax numbers.
  3. Insurance Company's Best Key Rating
  4. Commercial General Liability (Per Occurrence)
    - (A) Policy Number
    - (B) Policy Effective Date
    - (C) Policy Expiration Date
    - (D) Each Occurrence (\$1,000,000)
    - (E) Damage to Rented Premises (\$50,000)
    - (F) Medical Expenses (\$5,000)
    - (G) Personal & Advertising Injury (\$1,000,000)
    - (H) General Aggregate (\$2,000,000)
    - (I) Products - Completed Operations Aggregate (\$2,000,000)
  5. Automobile Liability (Any Auto)
    - (J) Policy Number
    - (K) Policy Effective Date
    - (L) Policy Expiration Date
    - (M) Combined Single Limit (\$1,000,000)
  6. Worker's Compensation: The COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D
  7. Professional Liability
    - (N) Policy Number
    - (O) Policy Effective Date
    - (P) Policy Expiration Date
    - (Q) Aggregate (\$1,000,000)
  8. Description: TRAUMA 4 & 5 PATIENT ROOM DESIGN (must be identified on the initial insurance form and each renewal form).
  9. Certificate Holder:  
University Medical Center of Southern Nevada  
c/o Contracts Management  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
  10. Appointed Agent Signature to include license number and issuing state.
  11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by COMPANY hereunder shall be on a per policy basis; (2) COMPANY shall provide evidence of all such coverages upon request; (3) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of COMPANY"; and (5) COMPANY reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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

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

**PRODUCER**

1. INSURANCE BROKER'S NAME  
ADDRESS

CONTACT  
NAME:PHONE  
(A/C No. Ext): BROKER'S PHONE NUMBERFAX  
(A/C No.) BROKER'S FAX NUMBERE-MAIL  
ADDRESS: BROKER'S EMAIL ADDRESS

INSURER(S) AFFORDING COVERAGE

NAIC #

**INSURED**

2. //TYPE//S NAME  
ADDRESS  
PHONE & FAX NUMBERS

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

3. COMPANY'S  
BEST KEY  
RATING

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E) 50,000
							MED EXP (Any one person)	\$(F) 5,000
							PERSONAL & ADV INJURY	\$(G) 1,000,000
							GENERAL AGGREGATE	\$(H) 2,000,000
							PRODUCTS - COMP/OP AGG	\$(I) 2,000,000
							DEDUCTIBLE MAXIMUM	\$ 25,000
5.	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below	X					WC STATUTORY LIMITS	OTHER \$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,000,000
8.				(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	\$(U) 300,000

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

**TRAUMA 4 & 5 PATIENT ROOM DESIGN****9. CERTIFICATE HOLDER****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**10. AUTHORIZED REPRESENTATIVE**

POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: **TRAUMA 4 & 5 PATIENT ROOM DESIGN**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

Name of Person or Organization:

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

(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.



**ATTACHMENT 1 (OPTIONAL)**

**AFFIDAVIT**

**(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

I, \_\_\_\_\_, on behalf of my company, \_\_\_\_\_, being duly sworn,  
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Agreement, identified as **PROJECT**;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release University Medical Center of Southern Nevada from all liability associated with claims made against me and my Company, in the performance of this Agreement, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature \_\_\_\_\_

State of Nevada        )  
                                  )ss.  
County of Clark        )

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (name of person making statement).

Notary Signature

STAMP AND SEAL

**EXHIBIT C**  
**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 Agreement:

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

4. 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**

## 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

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b> 20						
<b>Corporate/Business Entity Name:</b> Ed Vance & Associates						
<b>(Include d.b.a., if applicable)</b> EV&A Architects						
<b>Street Address:</b> 1160 Town Center Dr. Ste. 170			<b>Website:</b> www.edvanceassociates.com			
<b>City, State and Zip Code:</b> Las Vegas, NV 89144			<b>POC Name:</b> Ed Vance <b>Email:</b> evance@edvanceassociates.com			
<b>Telephone No:</b> 702.946.8195			<b>Fax No:</b> 702.946.8196			
<b>Nevada Local Street Address:</b> (If different from above)			<b>Website:</b>			
<b>City, State and Zip Code:</b>			<b>Local Fax No:</b>			
<b>Local Telephone No:</b>			<b>Local POC Name:</b> <b>Email:</b>			

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)
Edward A. Vance, FAIA	Founder & CEO	70%
Matthew F. Burns, AIA	EVP	24%

**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 Founder & CEO Title	Edward A. Vance, FAIA Print Name January 3, 2023 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

\* 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**

<b>Issue:</b>	<b>Amendment Two to Professional Service Agreement for Architectural Design with Brad Henry Friedmutter &amp; Associates, Ltd. d/b/a Friedmutter Group</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment Two to Professional Service Agreement for Architectural Design of UMC's exterior campus façade with Brad Henry Friedmutter &amp; Associates, Ltd. d/b/a Friedmutter Group; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

Fund Number: 5430.011 Fund Name: Clark County Capital Equipment Transfer  
Fund Center: 3000999901 Funded Pgm/Grant: N/A  
Description: Architectural Design of UMC's Exterior Campus Façade  
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services  
Term: Amendment 2 – extension of term through 6/30/2025  
Amount: Amendment 2 – additional NTE \$600,000.00 (i.e., NTE \$100,000 for Services/Task Orders and NTE \$500,000 for Owner's Contingency); new aggregate amount of \$3,926,860.00  
Out Clause: 30 days w/o cause

## BACKGROUND:

On May 29, 2019, the Governing Board approved the Professional Service Agreement for Architectural Design (“Agreement”) with Friedmutter Group (“Friedmutter”) to provide a complete multi-phased master planning, architecture and engineering services to redesign UMC’s exterior campus façade for a new and cohesive hospital identity. Also, Friedmutter will reroute and remodel the thoroughfares to maximize the efficiency in transportation and parking in the vicinity. Amendment One, effective March 30, 2022, extended the Term through February 7, 2025, increased funding by an additional NTE \$145,300.00, and added a new Attachment 1 to Exhibit A to incorporate the duties of “Architect” in the AIA Documents.

This Amendment Two requests to extend the Agreement Term through June 30, 2025, to coincide with the ReVITALize UMC Façade Project (RFP 2022-02) completion date, and increase the funding to add an additional NTE amount of \$600,000.00.

Cleared for Agenda  
January 25, 2023

Agenda Item #

15

UMC's Academic & External Affairs Administrator has reviewed and recommends approval of this Amendment.

This Amendment has been approved as to form by UMC's Office of General Counsel.

Friedmutter currently holds a Clark County business license.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their January 18, 2023 meeting and recommended for approval by the Governing Board.

**AMENDMENT TWO TO  
PROFESSIONAL SERVICE AGREEMENT FOR ARCHITECTURAL DESIGN**

This Amendment Two ("Amendment Two") is effective as of the date of last signature set forth below ("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, ("HOSPITAL") and Friedmutter Group ("COMPANY").

**WITNESSETH:**

**WHEREAS**, the parties entered into a Professional Service Agreement for Architectural Design dated May 29, 2019 with an Initial Term of June 1, 2019 through February 7, 2022 (the "Agreement");

**WHEREAS**, on March 30, 2022, the parties entered into Amendment One amending the Compensation, Scope of Work and the Term of the Agreement to expire on February 7, 2025; and

**WHEREAS**, the parties desire to further amend the Agreement with this Amendment Two in the manner described herein.

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

1. **SECTION I: TERM OF AGREEMENT.** The current contract Term expiration date is February 7, 2025. The parties agree to extend the Term of Agreement through June 30, 2025 to coincide with the ReVITALize UMC Façade Project (RFP 2022-02) completion date.

2. **SECTION II: COMPENSATION AND TERMS OF PAYMENT.** Section A, Compensation, is hereby deleted in its entirety and replaced with the following:

HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the not-to-exceed amount of \$3,926,860.00 for the Term. HOSPITAL's obligation to pay COMPANY cannot exceed the not-to-exceed amount. It is expressly understood that the entire Scope of Work defined in the revised **Exhibit A** must be completed by the COMPANY and it shall be the COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

3. This Amendment Two may be executed in one or more counterparts, each of which shall be considered to be an original for all purposes and all of which together shall constitute one and the same instrument. Any party hereto may deliver its signature to this Amendment Two electronically (including without limitation by emailing its signature in portable document format [PDF] or similar electronic format), which will be legally effective and enforceable.

4. Except as expressly amended in this Amendment Two, the remainder of the Agreement shall remain in full force and effect. All references to the Agreement shall include this Amendment Two.

**IN WITNESS WHEREOF**, the parties have executed this Amendment Two as of the Effective Date.

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

By: \_\_\_\_\_  
Mason Van Houweling  
Chief Executive Officer

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

**FRIEDMUTTER GROUP**

By: \_\_\_\_\_  
Brad Friedmutter  
Founder & CEO

Date: 1-4-2023

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 28</b>						
<b>Corporate/Business Entity Name:</b> Brad Henry Friedmutter & Assoc., LTD.						
<b>(Include d.b.a., if applicable)</b> Friedmutter Group						
<b>Street Address:</b>			4022 Dean Martin Dr.		<b>Website:</b> <a href="http://www.fglv.com">www.fglv.com</a>	
<b>City, State and Zip Code:</b>			Las Vegas, Nevada 89103		<b>POC Name:</b> Campbell Reynolds <b>Email:</b> <a href="mailto:campbell@fglv.com">campbell@fglv.com</a>	
<b>Telephone No:</b>			702-736-7477		<b>Fax No:</b> N/A	
<b>Nevada Local Street Address:</b> (If different from above)			N/A-Please see above		<b>Website:</b>	
<b>City, State and Zip Code:</b>					<b>Local Fax No:</b>	
<b>Local Telephone No:</b>					<b>Local POC Name:</b> <b>Email:</b>	

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)
Brad Henry Friedmutter	Founder & CEO	100%

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

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

 Signature Founder & CEO	 Print Name 3.3.2022 Date
---	--

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

<b>Issue:</b>	<b>Guaranteed Maximum Price Amendment (RFP No. 2022-02 ReVITALize UMC Façade Project) with Martin-Harris Construction, LLC</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Guaranteed Maximum Price Amendment for RFP No. 2022-02 ReVITALize UMC Façade Project with Martin-Harris Construction, LLC for construction services as the Construction Manager at Risk; authorize the Chief Executive Officer to exercise amendments and necessary change orders within the not-to-exceed amount of this Project; or take action as deemed appropriate. (<i>For possible action</i>)</b>		

**FISCAL IMPACT:**

Fund Number: 5430.011	Fund Name: Clark County Capital
Fund Center: 3000999901	Funded Pgm/Grant: N/A
Description: ReVITALize UMC Façade Project (Construction Services)	
Bid/RFP/CBE: RFP 2022-02	
Term: 850 calendar days from date of commencement of the Work	
Amount: NTE \$58,200,000	
Out Clause: Anytime at UMC's convenience and without cause (in accordance with AIA Document A201, Section 14.4)	

**BACKGROUND:**

On May 25, 2022, the Governing Board awarded RFP No. 2022-02, ReVITALize UMC Façade Project ("Project"), to Martin-Harris Construction, LLC ("MHC") for preconstruction services. The preconstruction phase allowed UMC to complete the design of the Project and to establish a Guaranteed Maximum Price ("GMP") for construction which includes, and is not limited to, cost budgeting of labor and materials for the public work, constructability, value engineering and scheduling with MHC as the construction manager at-risk ("CMAR"). The Project involves, among other things, renovating the exterior façade of all UMC campus buildings, exterior lighting and signage, hardscape improvements and landscaping improvements.

This request is to approve the GMP Amendment, which will be incorporated into the AIA Documents A133 and A201, setting forth the Guaranteed Maximum Price for construction in the amount of NTE \$58,200,000.

Cleared for Agenda  
January 25, 2023

Agenda Item #

**16**



Staff also requests authorization for the Hospital CEO, for the duration of this Project, to execute change orders and amendments within the not-to-exceed amount of this Project if deemed beneficial to UMC.

UMC's Academic and External Affairs Administrator has reviewed and recommends approval of this GMP Amendment. This GMP Amendment has been approved as to form by UMC's Office of General Counsel.

MHC currently holds a Clark County business license.

This GMP Amendment was reviewed by the Governing Board Audit and Finance Committee at their January 18, 2023 meeting and recommended for approval by the Board of Hospital Trustees.



# AIA® Document A133™ – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the 21<sup>st</sup> day of February in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 25 day of May in the year 2022 (the "Agreement")

*(In words, indicate day, month, and year.)*

for the following **PROJECT:**

*(Name and address or location)*

ReVITALize UMC Façade Project (RFP No. 2022-02)  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102

**THE OWNER:**

*(Name, legal status, and address)*

University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102

**THE CONSTRUCTION MANAGER:**

*(Name, legal status, and address)*

Martin-Harris Construction, LLC  
3030 S. Highland Dr.  
Las Vegas, NV 89109  
Attn: Mike Walsh

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

### TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

Page 204 of 367



§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed fifty eight million two hundred thousand dollars and no cents (\$ 58,200,000.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

*(Provide itemized statement below or reference an attachment.)*

See Exhibit I

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See Exhibit D	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

## ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☐ The date of execution of this Amendment.

☒ Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

Notice to Proceed or Receipt of Permit – whichever comes later

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

Page 205 of 367

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

## § A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

AIA Document A133™ – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 21:43:29 ET on 01/11/2023 under Order No.2114397511 which expires on 12/12/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).  
User Notes: (846605128)

(Check one of the following boxes and complete the necessary information.)

☒ Not later than eight hundred fifty ( 850 ) calendar days from the date of commencement of the Work.

☐ By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

#### ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Exhibit E			

§ A.3.1.2 The following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Exhibit F

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Exhibit F

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:  
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Page 206 of 367

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

**Item**

**Price**

See Exhibit G

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

See Exhibit H

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Exhibit J and Contractor's Construction Schedule dated 12.19.2022 Rev Jan 23

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

N/A

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Mason Van Houweling, CEO  
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Frank 'Guy' Martin, President  
(Printed name and title)



## **Exhibit D - Alternates**

**December 15, 2022 (updated January 11, 2023)**

**RE: UMC Revitalize Façade and Landscape Improvements  
Las Vegas, NV**

### **Alternates List**

We are providing the following alternates for your consideration:

**Alternate No. 1 – P1 Garage – Furring & EIFS vs Skim Coat per design**

**Add the sum of \$78,343 (Declined)**

**Alternate No. 2 – Building H – Frame/EIFS to box pipe between building H & L.**

**Add the sum of \$19,511 (Accepted – included in GMP)**

**Alternate No. 3 – Building L – Remove and replace windows at level 1 of the three-story tower.**

**Add the sum of \$53,213 (Declined)**

**Alternate No. 4 – Building L – Remove and replace windows at the West and South plus East at the stairwell (3 windows) elevations at 3-story tower.**

**Add the sum of \$187,722 (Declined)**

**Alternate No. 5 – Building L – Remove and replace all windows of 3-story tower.**

**Add the sum of \$273,121 (Accepted – included in GMP)**

## **Exhibit D - Alternates**

**Alternate No. 6 – Building H – Remove abandoned HVAC unit, ductwork and pipe on roof.**

**Add the sum of \$ 27,875.00 (Accepted – Included in GMP)**

**Alternate No. 7 – Building H – New Parapet.**

**Add the sum of \$103,163 (Accepted – Included in GMP)**

**Alternate No. 8 – Building L – Wrap existing concrete slabs with EIFS at 2<sup>nd</sup> Floor and roof level vs new framing and EIFS.**

**Add the sum of \$108,596 (Accepted – Included in GMP)**

**Alternate No. 9 – Building M – Replace roof.**

**Add the sum of \$46,745 (Declined)**

**Alternate No. 10 – At all paint locations – remove existing joint sealants at windows/doors/etc... Prep and install new sealants.**

**Add the sum of \$242,020 (Accepted – Included in GMP)**

**Alternate No. 11 – Demo subcontractor to provide scaffolding.**

**Add the sum of \$ N/A**

**Alternate No. 12 – Assume 100% of stucco removal needs to be abated.**

**Add the sum of \$123,598 (Declined)**

**Alternate No. 13 – Allowance to account for potentially incomplete theatrical lighting package.**

**Add the sum of \$ 223,000.00 (Accepted – Included in GMP)**

**Alternate No. 14 – Artwork and Sculpture installation coordination.**

**Add the sum of \$ 223,000.00**



## **Exhibit D - Alternates**

**Alternate No. 15 – Added landscape allowance to coordinate around artwork/sculptures**

**Add the sum of \$ 55,750.00**

**Alternate No. 16 – Penthouse corrections for holes.**

**Add the sum of \$ 55,750.00 (Accepted – Included in GMP)**

**Alternate No. 17 – Correct any existing walls where walls are opened up and holes are uncovered at interior walls. (example location is behind metal panels that are being removed from the exterior walls).**

**Add the sum of \$ 66,900.00 (Accepted – Included in GMP)**

**Alternate No. 18 – Building G – Mechanical Floor with parapet issues. New platform, stairs, etc...**

**Add the sum of \$ 133,800.00 (Accepted – Included in GMP)**

**Alternate No. 19 – Open constructability log item, account for existing insulation that needs to be replaced in existing walls.**

**Add the sum of \$ 297,705.00 (Declined)**

**Alternate No. 20 – Added lighting at parking garages.**

**Add the sum of \$ 66,900.00 (Accepted – Included in GMP)**

**Alternate No. 21 – Delete metal panels and utilize EIFS instead.**

**Deduct the sum of \$3,442,313 (Accepted – Included in GMP)**

**Alternate No. 22 – Laser Cut metal fence panels in lieu of the Parasoleil panels.**

**Deduct the sum of \$409,887 (Accepted – Included in GMP)**

## **Exhibit D - Alternates**

**Alternate No. 23 – Shop fabricated shade structures in lieu of the Parasoleil panels.**

**Deduct the sum of \$188,377 (Accepted – Included in GMP)**

**Alternate No. 24 – COVID Coordination for the project. Remove the Covid vaccination/testing requirement for exterior Activities.**

**Deduct the sum of \$516,320 (Accepted – Included in GMP)**

**Alternate No. 25 – Eliminate landscaping, site furnishings, site lighting and fencing at the garden areas.**

**Deduct the sum of \$551,230**

We look forward to serving you on this project and should you have any questions, please contact me at (702) 602-5901.

Respectfully,

**MARTIN-HARRIS CONSTRUCTION**

Mike Walsh  
Sr. Project Executive

## Exhibit E

December 15, 2022 (Revised January 11, 2023)

UMC Revitalize Façade and Landscape Improvements  
1800 West Charleston Blvd  
Las Vegas, NV 89102

Attn: Shana Tello

Re: GMP Proposal

Dear Shana;

We are pleased to provide our GMP proposal for the **UMC Revitalize Façade and Landscape Improvements**. This estimate is based on the drawings by Friedmutter Group dated 9/2/2022 (Addendum B 2.0), specifications dated 11/18/2022 with updated sections dated 12/23/2022, geotechnical report by Converse Consultants dated 8/16/2022; along with the following conditions and clarifications:

### General Requirements

1. Insurance will include general liability and builders risk insurance. If insurance is owner provided, a copy of the proposed policy must be provided to Martin Harris Construction for review and to confirm the policy deductibles.
2. We have based this proposal on work normal hours. Total duration of 850 Calendar Days.
3. We have not included the building permit fee, plan check application fee, zoning fee, transportation tax, tortoise mitigation fee, sanitation connection fee, water connection fee or water frontage fee. These are owner cost per Article 2.3.1 of the A201 Contract Agreement. We will obtain the building permit for the owner on a direct reimbursable basis.
4. Expedited fees associated with the Building Department are not included and are not expected.
5. We have not included commissioning of electrical systems as shown in the Specification section 26 08 00. Any 3<sup>rd</sup> party commissioning and testing will be performed by others under a separate contract with the owner.
6. We included storm water management in our GMP proposal, storm water management will include storm water permit along with storm water runoff management and silt debris fencing.
7. Traffic control is included for control of onsite improvements and utility installation, this will include a traffic control plan and phasing plan.
8. We did not include electrical power consumption for start-up testing & commissioning, it has been figured that UMC will pay for the costs of the electrical consumption power with their existing account with NV Energy.
9. Jobsite security will be coordinated with the existing Hospital security in place.
10. Final cleaning is included by phase after construction is completed and prior to acceptance of the project by the owner.



## Exhibit E

11. Temporary barricades are included for security and safety and will be included during the duration of the project.
12. We include waste management and recycling procedures as required.
13. This GMP proposal does not include design fees for architectural, civil engineering, structural engineering, mechanical engineering, electrical engineering, landscaping and any other consultant fees not specifically mentioned. This would be an owner cost directly with the design team.
14. This estimate is based upon the contract documents and to the best of our ability have included all requirements of this project. However, there may be some additional items required by the Owner, Architect or Building Department that are not fully defined; therefore, this contractor reserves the right to review any additional requirements to determine the impact on cost and schedule. An Owner Contingency has been included for Owner items and a Design Contingency has been included for Architect and Building Department items.
15. Project information signs as per spec 01 50 00.1.19.B have not been included. Owner has a separate signage agreement in place.
16. Paying for all costs for added services by the architect to review any substitutions per spec section 01 60 00.1.02.F.7 has not been included. Construction Manager may make material substitutions per Article 3.4.21 of the A201 Contract Agreement. Owner would pay for any agreed upon added services as part of their agreement with the architect.
17. The cost for all remedial work not shown on the documents per spec section 01 73 00.1.01.D has not been included. Cost to repair unknown utilities that were not identified on the drawings and not identified by "call before you dig" are not included. Any cost for remediation of unknown utilities would be handled by change order and funded by Owner Contingency.
18. The temp wall requirements of spec section 01 50 00.1.12.B have not been included. MHC will construct appropriate temp walls using a different ICRA compliant method, such as EdgeGuard Walls, if needed as part of the GMP.

### Site Requirements:

1. We included surveying in our GMP proposal, surveying will establish property line verification, establish site control points & elevations along with maintaining required utility pathways.
2. Construction water and dust control are provided to comply with local codes.
3. Temporary fencing as per our site phasing plans is included.

### Site Demolition / Grading & Paving:

1. Site demolition includes saw cutting, removal and disposal of asphalt paving, sidewalks, light pole bases, chain link fence, curbing and landscaping debris.
2. This GMP proposal does not include any soil remediation and hazardous material removal as none have been identified in the Geotech report.
3. Any over excavation of unsuitable soils and fill with suitable soils or stone has not been included as none have been identified in the Geotech report.
4. We have provided rough grading and full improvements within the limits of work.
5. This GMP proposal does not include hardened soils, rock, boulder or caliche excavation, as the contract documents do not indicate any. If encountered, all excavation and removal including any additional concrete forms or backfill required would be handled as a change order and funded by Owner Contingency.

## Exhibit E

### Striping & Signs:

1. This GMP proposal **includes** parking lot striping along with handicap logos and signs. We have provided for fire lane red curb as well as fire lane signs.
2. Pre-cast wheel stops are provided at the handicap parking stalls only as shown in the contract documents.
3. Any indications that may look like scope of work for off-site markings, street striping, signs or landscaping is not intended to be actual work as part of this contract and has not been included in the GMP.

### Site Concrete:

1. This GMP proposal provides curbs, valley gutters and concrete sidewalks. The site concrete is to be a standard gray color at the parking areas and integral color as noted at decorative sidewalk areas as indicated on plan.
2. This GMP proposal provides for a trash enclosure slab 8" thick on the site.
3. A total of Eight ( 8 ) concrete filled bollards are priced.
4. We have not included concrete footings for "Future" monument signs, as none are shown in the contract documents. Signage is contracted separately by the owner and footings are included by the Signage Contractor.

### Landscaping, Irrigation & Site Furnishings:

1. This GMP proposal **includes** landscaping with a drought tolerant plant material, drip irrigation and gravel mulch bedding.
2. A sixty (60) day plant warranty and maintenance period as well as a one (1) year warranty on parts and irrigation has been included.
3. Roots barriers are included where trees are within 5'0" of hardscapes.
4. We have included an equal to the QCP Corporation pavers as QCP has indicated that the specified pavers have been discontinued.

### Metal Fencing:

1. Furnish and install metal fencing as detailed on the drawings. Laser cut panels are included as an accepted alternative to the Parasoleil panels specified.
2. All fencing will be powder coated to match the specified colors.

### Site Masonry:

1. This GMP proposal provides for the new site CMU site and screen walls, 5'-4", 7'-0" and 8'-8" high. These walls are to be smooth face masonry units with solid grout, reinforcing and a standard color ready for paint.
2. Masonry walls are provided with a standard masonry wall cap as provided by the masonry subcontractor and shown on the contract documents. We have not included a pre-cast concrete masonry wall cap in this GMP proposal as it is not shown in the contract documents. This is listed as a general clarification to avoid differing expectations.

### Site Utilities:

1. We have furnish and install of the six ( 6 ) inch water main as called out on the civil drawings. The piping to be C-900 pipe.
2. The utility trench backfill is based on the use of native materials.

## Exhibit E

3. We are not responsible for any and all damage to existing utilities due to a failure to locate and protect any unknown concealed utilities. We will take precautionary measures but are not responsible for utilities located differently than the information of record provided by the engineer. Any corrective work will be handled on a T&M basis and issued as a change order and funded by Owner's Contingency.

### **Building Concrete & Concrete Reinforcing Steel:**

1. Foundations include continuous footings and isolated spread footings including structural excavation, fine grade and backfill at the Porte Cochere structure, building D and building G.
2. Setting of steel embeds and anchor bolts is included.
3. Excess material to be hauled off site.
4. This GMP proposal includes excavation and backfill operations per conditions outlined in the soils report. If conditions should differ from those indicated in the soils report, all excavation and removal including any additional concrete forms or backfill required due to caliche, rock, or boulder removal; will be handled on a time, material and equipment basis and funded by the Owner's Contingency.

### **Structural & Misc. Steel:**

1. Structural steel includes columns, beams, beam connections, roof joist with bridging and metal decking.
2. This GMP proposal provides for miscellaneous steel and (8) bollards.
3. The contract documents call for AISC Certified fabrication. AISC Certification will not be provided, however, the structural steel contractor is Clark County Certified per authority having jurisdiction (AHJ).
4. Exposed structural steel will have a primer coat of paint ready for final field painting by the painter. Any touch up paint work will follow inspections of the welds and joints by the 3<sup>rd</sup> party inspector.

### **Roofing:**

1. This GMP proposal includes PVC and various types of roofing tie ins as per the roofing specifications and existing roof systems currently on site to maintain existing warranties as provided by the owner.
2. This GMP proposal does **not include** an independent roof inspection.
3. General sheet metal will include parapet cap, counter flashing, copings and edge metal. All flashings and copings will be prefinished in a manufacturers standard color.
4. 5/8" dens deck prime sheathing is included at all new coping locations. Wood blocking at these locations is not included as shown in the contract documents. Alternate compliant materials will be used in lieu of wood blocking and included in the GMP.
5. Bird spikes or other bird control has not been included at this time. Review of the scope can be done to verify what mechanisms are desired for this scope of work.

### **Metal Wall Panels:**

1. This GMP proposal does not include ACM panels with fluid air barrier and metal flashings as called out on the drawings. Design details to be determined at a later date as these are not shown in the contract documents at this time. Budget is based on the Accepted Alternate to install EIFS vs ACM panels.
2. Finishing the metal flashing details at the windows shown to be used with the ACM has not been included. Budget is based on the Accepted Alternate to wrap windows in EIFS.

## Exhibit E

### **Insulation & Firestopping:**

1. We have provided the R-19 un-faced batts at exterior walls.
2. We have included all insulation to be fiberglass, not mineral wool.

### **Doors and Windows:**

1. The GMP includes the replacement of windows at Building L.

### **EIFS/Stucco:**

1. A Dryvit EIFS system, applied over new sheathing or direct applied to CMU is included.
2. Dryvit Fedderlite Panels have not been included as shown in the contract documents. We have included a standard EIFS application.
3. EIFS will be provided with weep screed, flashing, terminations and sealants.
4. Finish coat of EIFS system to be integrally colored with finishes of: Sandblast or Limestone.
5. High impact mesh is included at the EIFS locations that are up to 8' a.f.f. only, per contract documents.
6. Caulking of EIFS joints has been included with a standard manufacturer's colored caulk.
7. Patch and repair of 35% of the existing EIFS/Stucco surfaces is included.
8. Scaffolding, netting and entrance canopies have been included for demo, EIFS and other trades applications throughout the required duration of the scopes of work utilizing the scaffolding per MHC schedule.
9. We have not included the cost of water testing in our proposal. It has been figured that this will be completed by a 3<sup>rd</sup> party contractor.
10. Site Mockups requirements calling for 10 full size samples as called out in spec section 07 41 50.1.05.E have not been included. MHC will provide one sample per finish type.
11. Field testing of exterior façade sealants where the architect shall dictate the time of the testing as referenced in spec section 07 92 13.3.05.A has not been included. Timing of testing and observance will be performed to meet the project schedule and workflow.
12. We have included the industry standard 10-year warranty for the fluid applied air barrier as called out in spec section 07 27 29.1.10. 15 years has not been included.
13. The extended warranty requirement of 20 years as listed in spec section 07 92 13.1.08.A is not included.

### **Metal Framing & Sheathing:**

1. We include framing and sheathing for parapet extensions, new walls/soffits, sills, eyebrows and Porte Cochere new structure.
2. We have included engineered drawings and calculations of the new exterior metal framing which will be submitted for approval to the architect and engineer of record.
3. Framing for any recessed lights has not been included at the static lighting locations. It has been figured that all lighting will be surface mounted.
4. One layer of 5/8" DensGlass is included at all new EIFS locations.
5. Shimming the furring at existing CMU surfaces has not been included per the contract documents. Dryvit will be applied directly to the CMU surface. The design intent is to surface apply finishes.

## Exhibit E

### **Painting & Wallcovering:**

1. Exterior painting of existing stucco finishes and masonry block is included.
2. Pricing includes caulking at all wall joints, base and trim transitions to provide a smooth finished look with a manufacturers standard colored caulk.

### **Building Specialties:**

1. Removal or installation of new signage has not been included in this proposal. This work will be contracted directly with the owner under a separate contract. Power connections to the signs are included in the GMP under the electrical scope of work.

### **Fire Protection:**

1. We include a complete, functional and operational Fire Sprinkler Protection system; including design, fire sprinkler piping and heads at the new Port Cochere, soffit of building A (adjustment of heads only) and canopy of Building B, trauma (adjustment of heads only).

### **Plumbing:**

1. Plumbing includes (2) new roof drains at the Porte Cochere structure.
2. The GMP includes rerouting misc condensate lines above existing windows of Building H to prevent water splashing at the windows and beam locations.

### **Electrical:**

1. Wiring methods are typical for this type of construction and meet code requirements. This includes the use of MC cable and plenum rated cable at the walls and above the ceilings as specified. NEC sized conduit and conductors, steel set-screw fittings, under-slab PVC conduits, embedded PVC conduits in above grade decks, and PVC through-slab transitions are included as applicable.
2. Electrical includes a lighting system as designed; all light fixtures per the electrical drawings. Lighting control panels, relays, dimmers, switches, occupancy sensors are included.
3. Electrical includes all site lighting work; including light bollards, landscape lighting, parking lot light fixtures, pull boxes and all associated underground circuitry.
4. Electrical includes power connections to Owner provided signage.
5. Electrical does not include coordination studies nor Arc Flash studies per the contract documents Sheet E500 General Note 12. This should not be required for this project based on the lighting scope of work.
6. GMP includes commissioning of the new exterior lighting system.
7. Cut, cap and make safe electrical work that is being demolished or replaced.
8. Furnish and install breakers in the existing panels located in the electrical rooms per plans.
9. Temporary power as required for all trades on site has been included with the electrical scope of work.

## Exhibit E

**Total project cost is Fifty-Two Million Seven Hundred Fifty-Nine Thousand Nine Hundred Seven (\$52,759,907).**

This amount includes several allowances and Alternates that have been reviewed and accepted.

We look forward to serving you on this project and should you have any questions, please contact me at (702) 602-5901 or by e-mail at [mike.walsh@martinharris.com](mailto:mike.walsh@martinharris.com).

Sincerely,  
Martin Harris Construction

Mike Walsh  
Sr. Project Executive

CC: Patrick Burrus - GCDP  
Bob Carino - FGLV  
Bryan Parker - MHC  
Frank Joyce - MHC  
Kristy Staff - MHC  
Mark Wageman - MHC

## UMC Revitalize Façade &amp; Landscaping



No.	Drawing	Consultant	Date
<b>Specifications</b>			
CS	Cover Sheet	Friedmutter Group	11/18/22
00 01 10	Table of Contents	Friedmutter Group	11/18/22
00 43 25	Substitution Request Form During Procurement	Friedmutter Group	11/18/22
00 63 13	Request for Interpretation Form	Friedmutter Group	11/18/22
00 63 25	Substitution Request Form After Bidding	Friedmutter Group	11/18/22
01 11 00	Summary of Work	Friedmutter Group	11/18/22
01 26 13	Request for Interpretation Form	Friedmutter Group	11/18/22
01 29 00	Payment Procedures	Friedmutter Group	11/18/22
01 31 19	Project Meetings	Friedmutter Group	11/18/22
01 33 00	Submittal Procedures	Friedmutter Group	11/18/22
01 42 00	References	Friedmutter Group	11/18/22
01 45 00	Quality Control	Friedmutter Group	11/18/22
01 50 00	Temporary Facilities and Controls	Friedmutter Group	11/18/22
01 60 00	Material and Equipment	Friedmutter Group	11/18/22
01 73 00	Execution Requirements	Friedmutter Group	11/18/22
01 73 29	Cutting and Patching	Friedmutter Group	11/18/22
01 77 00	Closeout Procedures	Friedmutter Group	11/18/22
02 41 00	Demolition	Friedmutter Group	11/18/22
02 41 00	Selective Demolition	Friedmutter Group	11/18/22
07 24 00	Exterior Insulation and Finish System	Friedmutter Group	12/23/22
07 27 29	Fluid-Applied Silicone Membrane Air and Water Barriers	Friedmutter Group	12/23/22
07 41 50	Metal Wall Panels	Friedmutter Group	12/23/22
07 54 19	Polyvinyl Chloride Roofing	Friedmutter Group	12/23/22
07 60 00	Sheet Metal Flashing and Trim	Friedmutter Group	12/23/22
07 71 13	Premanufactured Metal Coping and Edge System	Friedmutter Group	12/23/22
07 92 13	Exterior Façade Sealants	Friedmutter Group	12/23/22
31 10 00	Site Clearing	Friedmutter Group	11/18/22
31 20 00	Earthwork	Friedmutter Group	11/18/22
31 22 00	Grading	Friedmutter Group	11/18/22
31 23 16	Excavation	Friedmutter Group	11/18/22
31 23 16.26	Rock/Caliche Removal	Friedmutter Group	11/18/22
31 23 16.13	Trenching	Friedmutter Group	11/18/22
31 23 19	Dewatering	Friedmutter Group	11/18/22
31 23 23	Backfilling	Friedmutter Group	11/18/22
32 11 23	Aggregate Base Courses	Friedmutter Group	11/18/22
32 17 13	Parking Bumpers	Friedmutter Group	11/18/22
32 17 23	Pavement Markings	Friedmutter Group	11/18/22
32 01 16	Asphaltic Concrete Paving	Friedmutter Group	11/18/22
32 16 13	Concrete Curbs, Gutters, Sidewalks and Driveways	Friedmutter Group	11/18/22
33 11 00	Water Systems	Friedmutter Group	11/18/22
<b>Geotech Report</b>			
Geotech Report	Updated Soil and Foundation Investigation	Converse Consultants	8/16/22
<b>Civil Drawings</b>			
C1.01	General Civil Cover Sheet	Lochia Engineering	9/6/22
C1.02	General Note Sheet	Lochsa Engineering	9/6/22
C2.01	Demolition Plans Overall	Lochsa Engineering	9/6/22
C2.02	Demolition Plans Sheet 1 of 7	Lochsa Engineering	9/6/22
C2.03	Demolition Plans Sheet 2 of 7	Lochsa Engineering	9/6/22
C2.04	Demolition Plans Sheet 3 of 7	Lochsa Engineering	9/6/22
C2.05	Demolition Plans Sheet 4 of 7	Lochsa Engineering	9/6/22
C2.06	Demolition Plans Sheet 5 of 7	Lochsa Engineering	9/6/22



# Exhibit F - Drawing Log

December 15, 2022 - updated January 11, 2023

No.	Drawing	Consultant	Date
C2.07	Demolition Plans Sheet 6 of 7	Lochsa Engineering	9/6/22
C2.08	Demolition Plans Sheet 7 of 7	Lochsa Engineering	9/6/22
C3.01	Utility Plans Overall	Lochsa Engineering	9/6/22
C3.02	Utility Plans Sheet 1 of 7	Lochsa Engineering	9/6/22
C3.03	Utility Plans Sheet 2 of 7	Lochsa Engineering	9/6/22
C3.04	Utility Plans Sheet 3 of 7	Lochsa Engineering	9/6/22
C3.05	Utility Plans Sheet 4 of 7	Lochsa Engineering	9/6/22
C3.06	Utility Plans Sheet 5 of 7	Lochsa Engineering	9/6/22
C3.07	Utility Plans Sheet 6 of 7	Lochsa Engineering	9/6/22
C3.08	Utility Plans Sheet 7 of 7	Lochsa Engineering	9/6/22
C4.01	Grading Plans Overall	Lochsa Engineering	9/6/22
C4.02	Grading Plans Sheet 1 of 7	Lochsa Engineering	9/6/22
C4.03	Grading Plans Sheet 2 of 7	Lochsa Engineering	9/6/22
C4.04	Grading Plans Sheet 3 of 7	Lochsa Engineering	9/6/22
C4.05	Grading Plans Sheet 4 of 7	Lochsa Engineering	9/6/22
C4.06	Grading Plans Sheet 5 of 7	Lochsa Engineering	9/6/22
C4.07	Grading Plans Sheet 6 of 7	Lochsa Engineering	9/6/22
C4.08	Grading Plans Sheet 7 of 7	Lochsa Engineering	9/6/22
C5.01	Horizontal Control Plans	Lochsa Engineering	9/6/22
C5.02	Horizontal Control Plans Sheet 1 of 7	Lochsa Engineering	9/6/22
C5.03	Horizontal Control Plans Sheet 2 of 7	Lochsa Engineering	9/6/22
C5.04	Horizontal Control Plans Sheet 3 of 7	Lochsa Engineering	9/6/22
C5.05	Horizontal Control Plans Sheet 4 of 7	Lochsa Engineering	9/6/22
C5.06	Horizontal Control Plans Sheet 5 of 7	Lochsa Engineering	9/6/22
C5.07	Horizontal Control Plans Sheet 6 of 7	Lochsa Engineering	9/6/22
C5.08	Horizontal Control Plans Sheet 7 of 7	Lochsa Engineering	9/6/22
C6.01	Detail Sheets, Sheet 1 of 2	Lochsa Engineering	9/6/22
C6.02	Detail Sheets, Sheet 2 of 2	Lochsa Engineering	9/6/22
<b>Landscape Drawings</b>			
L0.00	Landscape Architectural Cover Sheet	Attanasio Landscape Arch	9/2/22
L0.01	Landscape Architectural Specifications	Attanasio Landscape Arch	9/2/22
L1.00	Landscape Overall Site Plan	Attanasio Landscape Arch	9/2/22
L1.01	Landscape Existing Condition, Demo Salvage	Attanasio Landscape Arch	9/2/22
L2.01	Landscape General Construction Plan	Attanasio Landscape Arch	9/2/22
L2.02	Landscape General Construction Plan	Attanasio Landscape Arch	9/2/22
L2.03	Landscape General Construction Plan	Attanasio Landscape Arch	9/2/22
L2.04	Landscape General Construction Plan	Attanasio Landscape Arch	9/2/22
L2.05	Landscape General Construction Plan	Attanasio Landscape Arch	9/2/22
L2.06	Landscape General Construction Plan	Attanasio Landscape Arch	9/2/22
L3.00	Existing Irrigation Plan	Attanasio Landscape Arch	9/2/22
L3.01	Irrigation Plan	Attanasio Landscape Arch	9/2/22
L3.02	Irrigation Plan	Attanasio Landscape Arch	9/2/22
L3.03	Irrigation Plan	Attanasio Landscape Arch	9/2/22
L3.04	Irrigation Plan	Attanasio Landscape Arch	9/2/22
L3.05	Irrigation Plan	Attanasio Landscape Arch	9/2/22
L3.06	Irrigation Plan	Attanasio Landscape Arch	9/2/22
L3.07	Irrigation Details	Attanasio Landscape Arch	9/2/22
L4.01	Planting Plan	Attanasio Landscape Arch	9/2/22
L4.02	Planting Plan	Attanasio Landscape Arch	9/2/22
L4.03	Planting Plan	Attanasio Landscape Arch	9/2/22
L4.04	Planting Plan	Attanasio Landscape Arch	9/2/22
L4.05	Planting Plan	Attanasio Landscape Arch	9/2/22
L4.06	Planting Plan	Attanasio Landscape Arch	9/2/22
L4.07	Planting Plan	Attanasio Landscape Arch	9/2/22
L5.01	Landscape Lighting Plan	Attanasio Landscape Arch	9/2/22
L5.02	Landscape Lighting Plan	Attanasio Landscape Arch	9/2/22
L5.03	Landscape Lighting Plan	Attanasio Landscape Arch	9/2/22



No.	Drawing	Consultant	Date
L5.04	Landscape Lighting Plan	Attanasio Landscape Arch	9/2/22
L5.05	Landscape Lighting Plan	Attanasio Landscape Arch	9/2/22
L5.06	Landscape Lighting Plan	Attanasio Landscape Arch	9/2/22
L5.07	Landscape Lighting Spec	Attanasio Landscape Arch	9/2/22
L6.01	Site Details-Healing Garden Area	Attanasio Landscape Arch	9/2/22
L6.02	Site Details-Healing Garden Area	Attanasio Landscape Arch	9/2/22
L6.03	Site Details-Central Plaza	Attanasio Landscape Arch	9/2/22
L6.04	Site Details-Central Plaza and Dining Plaza	Attanasio Landscape Arch	9/2/22
L6.05	Site Details-Northern Plaza	Attanasio Landscape Arch	9/2/22
L6.06	Site Details-Service Area	Attanasio Landscape Arch	9/2/22
L6.07	Site Details-Service Area	Attanasio Landscape Arch	9/2/22
L6.08	Site Details-Trauma Center Garden	Attanasio Landscape Arch	9/2/22
L6.09	Site Details-Trauma Center Garden	Attanasio Landscape Arch	9/2/22
L6.10	Site Details-Signage & Metal Screening	Attanasio Landscape Arch	9/2/22
<b>Structural Drawings</b>			
SC000	Cover Sheet	John A Martin & Assoc	7/14/22
SC010	General Notes	John A Martin & Assoc	9/2/22
SC011	General Notes and Schedule of Special Inspections	John A Martin & Assoc	7/14/22
SPC210D2	Partial Floor Plan-Podium level 1, Area D2	John A Martin & Assoc	7/14/22
SPC210G2	Partial Floor Plan-Podium level 1, Area G2	John A Martin & Assoc	7/14/22
SPC210H	Partial Floor Plan-Podium level 1, Area H	John A Martin & Assoc	7/14/22
SPC220L	Partial Floor Plan-Podium level 2, Area L	John A Martin & Assoc	7/14/22
SPC410D2	Partial Roof Plan-Area D2	John A Martin & Assoc	7/14/22
SPC410G1	Partial Roof Plan-Area G1	John A Martin & Assoc	9/2/22
SPC410G2	Partial Roof Plan-Area G2	John A Martin & Assoc	7/14/22
SPC410H	Partial Roof Plan-Area H	John A Martin & Assoc	7/14/22
SPC410L	Partial Roof Plan-Area L	John A Martin & Assoc	7/14/22
SPC600	Enlarged Plan-Healing Garden Area	John A Martin & Assoc	7/14/22
SPC601	Enlarged Plan-Central Plaza Area	John A Martin & Assoc	7/14/22
SPC602	Enlarged Plan-Central Plaza Area and Dining Plaza	John A Martin & Assoc	7/14/22
SPC603	Enlarged Plan-Northern Plaza Area	John A Martin & Assoc	7/14/22
SPC604	Enlarged Plan-Back of House Service Area	John A Martin & Assoc	7/14/22
SPC605	Enlarged Plan-Service Drive CMU, Foundation and Roof	John A Martin & Assoc	7/14/22
SPC606	Enlarged Exterior Elevations	John A Martin & Assoc	7/14/22
SPC607	Enlarged Monument Wall and Equipment Screen	John A Martin & Assoc	7/14/22
SPC610	Sections and Details	John A Martin & Assoc	9/2/22
SPC620	Sections and Details	John A Martin & Assoc	7/14/22
<b>Demolition and Architectural Drawings</b>			
AC000	Title Sheet	Friedmutter Group	3/21/22
AC010	Information Sheet	Friedmutter Group	9/2/22
AC020	Sheet Index	Friedmutter Group	9/2/22
AC030	Fed ADA Typical Accessibility Standards	Friedmutter Group	3/21/22
AC031	Fed ADA Typical Accessibility Standards	Friedmutter Group	3/21/22
AC032	Fed ADA Typical Accessibility Standards	Friedmutter Group	3/21/22
AC040	Wall Type Details	Friedmutter Group	9/2/22
AC041	Wall Type Details	Friedmutter Group	9/2/22
AC042	Wall Type Details	Friedmutter Group	9/2/22
AC043	Wall Type Details	Friedmutter Group	9/2/22
AC044	Wall Type Details	Friedmutter Group	9/2/22
AC045	UL Details	Friedmutter Group	9/2/22
AC046	UL Details	Friedmutter Group	9/2/22
AC047	UL Details	Friedmutter Group	9/2/22
AC048	UL Details	Friedmutter Group	9/2/22
AC049	UL Details	Friedmutter Group	9/2/22
AC050	UL Details	Friedmutter Group	9/2/22
AC051	UL Details	Friedmutter Group	9/2/22
AC052	UL Details	Friedmutter Group	9/2/22

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No.	Drawing	Consultant	Date
AC053	UL Details	Friedmutter Group	9/2/22
AC054	UL Details	Friedmutter Group	9/2/22
AC055	UL Details	Friedmutter Group	9/2/22
AC056	UL Details	Friedmutter Group	9/2/22
AC057	UL Details	Friedmutter Group	9/2/22
APC060	Overall Existing Site Plan	Friedmutter Group	3/21/22
APC070	Overall Proposed Site Plan	Friedmutter Group	9/2/22
APC081D1	Partial Demo Floor Plan-Podium Level 1-Area D1	Friedmutter Group	9/2/22
APC081D2	Partial Demo Floor Plan-Podium Level 1-Area D2	Friedmutter Group	9/2/22
APC081D4	Partial Demo Floor Plan-Podium Level 1-Area D4	Friedmutter Group	3/21/22
APC081E	Partial Demo Floor Plan-Podium Level 1-Area E	Friedmutter Group	9/2/22
APC081F2	Partial Demo Floor Plan-Podium Level 1-Area F2	Friedmutter Group	9/2/22
APC081G1	Partial Demo Floor Plan-Podium Level 1-Area G1	Friedmutter Group	3/21/22
APC081G2	Partial Demo Floor Plan-Podium Level 1-Area G2	Friedmutter Group	3/21/22
APC081H	Partial Demo Floor Plan-Podium Level 1-Area H	Friedmutter Group	3/21/22
APC081L	Partial Demo Floor Plan-Podium Level 1-Area L	Friedmutter Group	3/21/22
APC081M	Partial Demo Floor Plan-Podium Level 1-Area M	Friedmutter Group	3/21/22
APC082L	Partial Demo Floor Plan-Podium Level 2-Area L	Friedmutter Group	3/21/22
APC083G1	Partial Demo Floor Plan-Podium Level 3-Area G1	Friedmutter Group	3/21/22
APC083G2	Partial Demo Floor Plan-Podium Level 3-Area G2	Friedmutter Group	3/21/22
APC083L	Partial Demo Floor Plan-Podium Level 3-Area L	Friedmutter Group	3/21/22
APC084G1	Partial Demo Floor Plan-Tower Level 4-Area G1	Friedmutter Group	3/21/22
APC084G2	Partial Demo Floor Plan-Tower Level 4-Area G2	Friedmutter Group	3/21/22
APC085G1	Partial Demo Floor Plan-Towers Level 5-Area G1	Friedmutter Group	3/21/22
APC085G2	Partial Demo Floor Plan-Tower Level 5-Area G2	Friedmutter Group	3/21/22
APC086G1	Partial Demo Floor Plan-Tower Level 6-Area G1	Friedmutter Group	3/21/22
APC086G2	Partial Demo Floor Plan-Tower Level 6-Area G2	Friedmutter Group	3/21/22
APC087G1	Partial Demo Floor Plan-Tower Level 7-Area G1	Friedmutter Group	3/21/22
APC087G2	Partial Demo Floor Plan-Tower Level 7-Area G2	Friedmutter Group	3/21/22
APC091G2	Partial Demo RCP-Tower Level 1-Area G2	Friedmutter Group	3/21/22
APC093G1	Partial Demo RCP-Tower Level 3, 4 & 6-Area G1	Friedmutter Group	3/21/22
APC093G2	Partial Demo RCP-Tower Level 3, 4 & 6-Area G2	Friedmutter Group	3/21/22
APC095G1	Partial Demo RCP-Tower Level 5 & 7-Area G1	Friedmutter Group	3/21/22
APC095G2	Partial Demo RCP-Tower Level 5 & 7-Area G2	Friedmutter Group	3/21/22
APC097G1	Partial Demo Roof Plan-Area G1	Friedmutter Group	3/21/22
APC097G2	Partial Demo Roof Plan-Area G2	Friedmutter Group	3/21/22
APC097L	Partial Demo Roof Plan-Area L	Friedmutter Group	9/2/22
APC098D4	Demo Wall Sections-Area D4	Friedmutter Group	3/21/22
APC098G1	Demo Wall Sections-Area G	Friedmutter Group	3/21/22
APC098G2	Demo Wall Sections-Area G	Friedmutter Group	3/21/22
APC098L	Demo Wall Sections-Area L	Friedmutter Group	3/21/22
APC098M	Demo Wall Sections-Area M	Friedmutter Group	3/21/22
APC099D4	Demo 3D Views - Area D4	Friedmutter Group	3/21/22
APC099G1	Demo 3D Views - Area G	Friedmutter Group	3/21/22
APC099G2	Demo 3D Views - Area G	Friedmutter Group	3/21/22
APC099H	Demo 3D Views - Area H	Friedmutter Group	3/21/22
APC099L	Demo 3D Views - Area L	Friedmutter Group	3/21/22
APC099M	Demo 3D Views - Area M	Friedmutter Group	3/21/22
APC110G2	Partial Slab Plan-Podium Level 1-Area G2	Friedmutter Group	3/21/22
APC110H	Partial Slab Plan-Podium Level 1-Area H	Friedmutter Group	3/21/22
APC201	Overall Reference Floor Plan-Podium Level 1	Friedmutter Group	3/21/22
APC210C	Partial Floor Plan-Podium Level 1-Area C	Friedmutter Group	3/21/22
APC210D1	Partial Floor Plan-Podium Level 1-Area D1	Friedmutter Group	3/21/22
APC210D2	Partial Floor Plan-Podium Level 1-Area D2	Friedmutter Group	9/2/22
APC210D3	Partial Floor Plan-Podium Level 1-Area D3	Friedmutter Group	3/21/22
APC210D4	Partial Floor Plan-Podium Level 1-Area D4	Friedmutter Group	3/21/22
APC210E	Partial Floor Plan-Podium Level 1-Area E	Friedmutter Group	3/21/22

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No.	Drawing	Consultant	Date
APC210F1	Partial Floor Plan-Podium Level 1-Area F1	Friedmutter Group	3/21/22
APC210F2	Partial Floor Plan-Podium Level 1-Area F2	Friedmutter Group	3/21/22
APC210G1	Partial Floor Plan-Podium Level 1-Area G1	Friedmutter Group	3/21/22
APC210G2	Partial Floor Plan-Podium Level 1-Area G2	Friedmutter Group	3/21/22
APC210H	Partial Floor Plan-Podium Level 1-Area H	Friedmutter Group	3/21/22
APC210J	Partial Floor Plan-Podium Level 1-Area J	Friedmutter Group	3/21/22
APC210L	Partial Floor Plan-Podium Level 1-Area L	Friedmutter Group	3/21/22
APC210M	Partial Floor Plan-Podium Level 1-Area M	Friedmutter Group	3/21/22
APC220H	Partial Floor Plan-Podium Level 2-Area H	Friedmutter Group	3/21/22
APC220J	Partial Floor Plan-Podium Level 2-Area J	Friedmutter Group	3/21/22
APC220L	Partial Floor Plan-Podium Level 2-Area L	Friedmutter Group	3/21/22
APC230C	Partial Floor Plan-Podium Level 3-Area C	Friedmutter Group	3/21/22
APC230D1	Partial Floor Plan-Podium Level 3-Area D1	Friedmutter Group	3/21/22
APC230D3	Partial Floor Plan-Podium Level 3-Area D3	Friedmutter Group	3/21/22
APC230E	Partial Floor Plan-Podium Level 3-Area E	Friedmutter Group	9/2/22
APC230G1	Partial Floor Plan-Podium Level 3-Area G1	Friedmutter Group	3/21/22
APC230G2	Partial Floor Plan-Podium Level 3-Area G2	Friedmutter Group	3/21/22
APC230J	Partial Floor Plan-Podium Level 3-Area J	Friedmutter Group	3/21/22
APC240D1	Partial Floor Plan-Tower Level 4-Area D1	Friedmutter Group	3/21/22
APC240D3	Partial Floor Plan-Tower Level 4-Area D3	Friedmutter Group	3/21/22
APC240G1	Partial Floor Plan-Tower Level 4-Area G1	Friedmutter Group	3/21/22
APC240G2	Partial Floor Plan-Tower Level 4-Area G2	Friedmutter Group	3/21/22
APC250D1	Partial Floor Plan-Tower Level 5-Area D1	Friedmutter Group	3/21/22
APC250D3	Partial Floor Plan-Tower Level 5-Area D3	Friedmutter Group	3/21/22
APC250G1	Partial Floor Plan-Tower Level 5-Area G1	Friedmutter Group	3/21/22
APC250G2	Partial Floor Plan-Tower Level 5-Area G2	Friedmutter Group	9/2/22
APC260G1	Partial Floor Plan-Tower Level 6-Area G1	Friedmutter Group	3/21/22
APC260G2	Partial Floor Plan-Tower Level 6-Area G2	Friedmutter Group	3/21/22
APC270G1	Partial Floor Plan-Tower Level 7-Area G1	Friedmutter Group	3/21/22
APC270G2	Partial Floor Plan-Tower Level 7-Area G2	Friedmutter Group	3/21/22
APC280	Enlarged Porte Cochere Floor Plan	Friedmutter Group	3/21/22
APC310G1	Partial RCP-Podium Level 1-Area G1	Friedmutter Group	3/21/22
APC310G2	Partial RCP-Podium Level 1-Area G2	Friedmutter Group	3/21/22
APC310H	Partial RCP-Podium Level 1-Area H	Friedmutter Group	3/21/22
APC310L	Partial RCP-Podium Level 1-Area L	Friedmutter Group	3/21/22
APC330G1	Partial RCP-Podium Level 3-Area G1	Friedmutter Group	3/21/22
APC330G2	Partial RCP-Podium Level 3-Area G2	Friedmutter Group	3/21/22
APC330H	Partial RCP-Podium Level 3-Area H	Friedmutter Group	3/21/22
APC330L	Partial RCP-Podium Level 3-Area L	Friedmutter Group	3/21/22
APC340G1	Partial RCP-Podium Level 4-Area G1	Friedmutter Group	3/21/22
APC340G2	Partial RCP-Podium Level 4-Area G2	Friedmutter Group	9/2/22
APC350G1	Partial RCP-Podium Level 5-Area G1	Friedmutter Group	3/21/22
APC350G2	Partial RCP-Podium Level 5-Area G2	Friedmutter Group	3/21/22
APC360G1	Partial RCP-Podium Level 6-Area G1	Friedmutter Group	3/21/22
APC360G2	Partial RCP-Podium Level 6-Area G2	Friedmutter Group	3/21/22
APC370G1	Partial RCP-Podium Level 7-Area G1	Friedmutter Group	3/21/22
APC370G2	Partial RCP-Podium Level 7-Area G2	Friedmutter Group	3/21/22
APC380	Enlarged Porte Cochere RCP	Friedmutter Group	3/21/22
APC390	Ceiling Details	Friedmutter Group	9/2/22
APC400	Overall Reference Roof Plan	Friedmutter Group	9/2/22
APC410C	Partial Roof Plan-Area C	Friedmutter Group	3/21/22
APC410D1	Partial Roof Plan-Area D1	Friedmutter Group	3/21/22
APC410D2	Partial Roof Plan-Area D2	Friedmutter Group	9/2/22
APC410D3	Partial Roof Plan-Area D3	Friedmutter Group	3/21/22
APC410D4	Partial Roof Plan-Area D4	Friedmutter Group	3/21/22
APC410E	Partial Roof Plan-Area E	Friedmutter Group	3/21/22
APC410F1	Partial Roof Plan-Area F1	Friedmutter Group	3/21/22

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No.	Drawing	Consultant	Date
APC410F2	Partial Roof Plan-Area F2	Friedmutter Group	3/21/22
APC410G1	Partial Roof Plan-Area G1	Friedmutter Group	3/21/22
APC410G2	Partial Roof Plan-Area G2	Friedmutter Group	3/21/22
APC410H	Partial Roof Plan-Area H	Friedmutter Group	3/21/22
APC410J	Partial Roof Plan-Area J	Friedmutter Group	3/21/22
APC410L	Partial Roof Plan-Area L	Friedmutter Group	9/2/22
APC410M	Partial Roof Plan-Area M	Friedmutter Group	3/21/22
APC480	Enlarged Porte Cochere Roof Plan	Friedmutter Group	3/21/22
APC500	Overall Reference Exterior Elevations	Friedmutter Group	3/21/22
APC501	Overall Reference Exterior Elevations	Friedmutter Group	3/21/22
APC551C1	Enlarged Exterior Elevation-Area C	Friedmutter Group	3/21/22
APC551C2	Enlarged Exterior Elevation-Area C	Friedmutter Group	3/21/22
APC551D1	Enlarged Exterior Elevation-Area D	Friedmutter Group	9/2/22
APC551D2	Enlarged Exterior Elevation-Area D	Friedmutter Group	3/21/22
APC551D3	Enlarged Exterior Elevation-Area D	Friedmutter Group	3/21/22
APC551D4	Enlarged Exterior Elevation-Area D	Friedmutter Group	9/2/22
APC551D5	Enlarged Exterior Elevation-Area D	Friedmutter Group	3/21/22
APC551D9	3D Views-Area D	Friedmutter Group	3/21/22
APC551E1	Enlarged Exterior Elevation-Area E	Friedmutter Group	3/21/22
APC551E2	Enlarged Exterior Elevation-Area E	Friedmutter Group	3/21/22
APC551E3	3D Views-Area E	Friedmutter Group	3/21/22
APC551F	Enlarged Exterior Elevation-Area F	Friedmutter Group	3/21/22
APC551G1	Enlarged Exterior Elevation-Area G	Friedmutter Group	3/21/22
APC551G2	Enlarged Exterior Elevation-Area G	Friedmutter Group	9/2/22
APC551G3	Enlarged Exterior Elevation-Area G	Friedmutter Group	9/2/22
APC551G5	Enlarged Exterior Elevation-Area G	Friedmutter Group	9/2/22
APC551G9	3D Views-Area G	Friedmutter Group	3/21/22
APC551H1	Enlarged Exterior Elevation-Area H	Friedmutter Group	9/2/22
APC551H5	Enlarged Porte Cochere Elevations	Friedmutter Group	3/21/22
APC551H9	3D Views-Area H	Friedmutter Group	3/21/22
APC551J1	Enlarged Exterior Elevation-Area J	Friedmutter Group	9/2/22
APC551J2	Enlarged Exterior Elevation-Area J	Friedmutter Group	3/21/22
APC551L1	Enlarged Exterior Elevation-Area L	Friedmutter Group	9/2/22
APC551L2	Enlarged Exterior Elevation-Area L	Friedmutter Group	9/2/22
APC551L3	Enlarged Exterior Elevation-Area L	Friedmutter Group	3/21/22
APC551L9	3D Views-Area L	Friedmutter Group	9/2/22
APC551M1	Enlarged Exterior Elevation-Area M	Friedmutter Group	9/2/22
APC551M2	3D Views-Area M	Friedmutter Group	9/2/22
APC590G	Exterior Elevation Details-Area G	Friedmutter Group	3/21/22
APC590L	Exterior Elevation Details-Area L	Friedmutter Group	9/2/22
APC590M	Exterior Elevation Details-Area M	Friedmutter Group	3/21/22
APC610G1	Building Sections-Area G	Friedmutter Group	3/21/22
APC610G2	Building Sections-Area G	Friedmutter Group	3/21/22
APC610G3	Building Sections-Area G	Friedmutter Group	3/21/22
APC630D	Wall Sections-Area D	Friedmutter Group	9/2/22
APC630E	Wall Sections-Area E	Friedmutter Group	9/2/22
APC630G1	Wall Sections-Area G	Friedmutter Group	3/21/22
APC630G2	Wall Sections-Area G	Friedmutter Group	9/2/22
APC630G3	Wall Sections-Area G	Friedmutter Group	3/21/22
APC630G4	Wall Sections-Area G	Friedmutter Group	3/21/22
APC630G5	Wall Sections-Area G	Friedmutter Group	3/21/22
APC630G6	Wall Sections-Area G	Friedmutter Group	3/21/22
APC630H	Wall Sections-Area H	Friedmutter Group	3/21/22
APC630J	Wall Sections-Area J	Friedmutter Group	3/21/22
APC630L1	Wall Sections-Area L	Friedmutter Group	3/21/22
APC630L2	Wall Sections-Area L	Friedmutter Group	3/21/22
APC630M	Wall Sections-Area M	Friedmutter Group	9/2/22

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No.	Drawing	Consultant	Date
APC635H	Porte Cochere Sections-Area H	Friedmutter Group	3/21/22
APC700	Exterior Floor Plan Details	Friedmutter Group	7/14/22
APC701	Exterior EIFS Wall Details	Friedmutter Group	9/2/22
APC702	Exterior EIFS Wall Details Cont.	Friedmutter Group	9/2/22
APC703	Exterior Storefront Details	Friedmutter Group	9/2/22
APC704	Exterior Roof Details	Friedmutter Group	9/2/22
APC705	Exterior Miscellaneous Details	Friedmutter Group	7/14/22
APC706	Typ. EIFS Reference Details	Friedmutter Group	3/21/22
APC707	Typ. EIFS Reference Details	Friedmutter Group	3/21/22
ARC201	Floor Plan and Elevations-Level 1	Friedmutter Group	3/21/22
ASC201P1	Floor Plan-Level 1-Area P1	Friedmutter Group	3/21/22
ASC201P2	Floor Plan-Level 1-Area P2	Friedmutter Group	3/21/22
ASC204	Roof Plan-Area P2	Friedmutter Group	3/21/22
ASC500P1	Exterior Elevations-Area P1	Friedmutter Group	9/2/22
ASC501P1	Exterior Elevations-Area P1	Friedmutter Group	9/2/22
ASC502P1	Overall 3D Views-Area P1	Friedmutter Group	9/2/22
ASC503P1	Overall 3D Views-Area P1	Friedmutter Group	9/2/22
ASC504P2	Exterior Elevations-Area P2	Friedmutter Group	9/2/22
ASC505P2	Exterior Elevations-Area P2	Friedmutter Group	9/2/22
ASC506P2	Overall 3D Views-Area P2	Friedmutter Group	3/21/22
ASC507P2	Overall 3D Views-Area P2	Friedmutter Group	3/21/22
ATC081	Demo Floor Plan-Level 1	Friedmutter Group	3/21/22
ATC082	Demo Floor Plan-Level 2	Friedmutter Group	3/21/22
ATC083	Demo Floor Plan-Level 3	Friedmutter Group	3/21/22
ATC084	Demo Floor Plan-Level 4	Friedmutter Group	3/21/22
ATC085	Demo Floor Plan-Level 5	Friedmutter Group	3/21/22
ATC086	Demo RCP-Level 1	Friedmutter Group	3/21/22
ATC087	Demo Roof Plan	Friedmutter Group	3/21/22
ATC088	Demo Wall Sections	Friedmutter Group	3/21/22
ATC089	Demo Wall Sections	Friedmutter Group	3/21/22
ATC089.1	Demo Wall Sections	Friedmutter Group	3/21/22
ATC090	Demo 3D Views	Friedmutter Group	3/21/22
ATC091	Demo 3D Views	Friedmutter Group	3/21/22
ATC201	Floor Plan-Level 1	Friedmutter Group	3/21/22
ATC202	Floor Plan-Level 2	Friedmutter Group	3/21/22
ATC203	Floor Plan-Level 3	Friedmutter Group	9/2/22
ATC204	Floor Plan-Level 4	Friedmutter Group	9/2/22
ATC205	Floor Plan-Level 5	Friedmutter Group	9/2/22
ATC301	Reflective Ceiling Plan-Level 1	Friedmutter Group	9/2/22
ATC305	Reflective Ceiling Plan-Level 5	Friedmutter Group	3/21/22
ATC390	Ceiling Details	Friedmutter Group	9/2/22
ATC400	Overall Roof Plan	Friedmutter Group	3/21/22
ATC500	Overall Exterior Elevations	Friedmutter Group	9/2/22
ATC501	Overall Exterior Elevations	Friedmutter Group	3/21/22
ATC510	Overall 3D Views	Friedmutter Group	3/21/22
ATC511	Overall 3D Views	Friedmutter Group	3/21/22
ATC590	Exterior Elevation Details	Friedmutter Group	3/21/22
ATC591	Exterior Elevation Details	Friedmutter Group	3/21/22
ATC601	Overall Building Sections	Friedmutter Group	3/21/22
ATC630	Wall Sections	Friedmutter Group	3/21/22
ATC631	Wall Sections	Friedmutter Group	3/21/22
ATC632	Wall Sections	Friedmutter Group	3/21/22
ATC633	Wall Sections	Friedmutter Group	3/21/22
ATC634	Wall Sections	Friedmutter Group	3/21/22
ATC700	Exterior Floor Plan Details	Friedmutter Group	3/21/22
ATC701	Exterior EIFS Wall Details	Friedmutter Group	3/21/22
AWC081	Demo Floor Plan-Tower Level 1	Friedmutter Group	3/21/22



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No.	Drawing	Consultant	Date
AWC082	Demo Floor Plan-Tower Level 2	Friedmutter Group	3/21/22
AWC083	Demo Floor Plan-Tower Level 3	Friedmutter Group	3/21/22
AWC084	Demo Floor Plan-Tower Level 4	Friedmutter Group	3/21/22
AWC085	Demo Floor Plan-Tower Level 5	Friedmutter Group	3/21/22
AWC086	Demo Floor Plan-Tower Level 6	Friedmutter Group	3/21/22
AWC087	Demo RCP-Tower Level 1	Friedmutter Group	3/21/22
AWC088	Demo RCP-Tower Level 2	Friedmutter Group	3/21/22
AWC089	Demo RCP-Tower Level 3	Friedmutter Group	3/21/22
AWC090	Demo RCP-Tower Level 4	Friedmutter Group	3/21/22
AWC091	Demo RCP-Tower Level 5	Friedmutter Group	3/21/22
AWC092	Demo RCP-Tower Level 6	Friedmutter Group	3/21/22
AWC093	Demo Roof Plan	Friedmutter Group	3/21/22
AWC094	Demo Wall Sections & 3D View Sections	Friedmutter Group	3/21/22
AWC095	Overall Demo 3D Views	Friedmutter Group	3/21/22
AWC201	Floor Plan-Tower Level 1	Friedmutter Group	3/21/22
AWC202	Floor Plan-Tower Level 2	Friedmutter Group	3/21/22
AWC203	Floor Plan-Tower Level 3	Friedmutter Group	3/21/22
AWC204	Floor Plan-Tower Level 4	Friedmutter Group	3/21/22
AWC205	Floor Plan-Tower Level 5	Friedmutter Group	3/21/22
AWC206	Floor Plan-Tower Level 6	Friedmutter Group	3/21/22
AWC301	Reflective Ceiling Plan-Tower Level 1	Friedmutter Group	9/2/22
AWC302	Reflective Ceiling Plan-Tower Level 2	Friedmutter Group	3/21/22
AWC303	Reflective Ceiling Plan-Tower Level 3	Friedmutter Group	3/21/22
AWC304	Reflective Ceiling Plan-Tower Level 4	Friedmutter Group	3/21/22
AWC305	Reflective Ceiling Plan-Tower Level 5	Friedmutter Group	3/21/22
AWC306	Reflective Ceiling Plan-Tower Level 6	Friedmutter Group	3/21/22
AWC390	Ceiling Details	Friedmutter Group	9/2/22
AWC400	Overall Roof Plan	Friedmutter Group	3/21/22
AWC500	Overall Exterior Elevations	Friedmutter Group	3/21/22
AWC501	Overall Exterior Elevations	Friedmutter Group	3/21/22
AWC510	Overall 3D Views	Friedmutter Group	3/21/22
AWC550	Exterior Elevation Details	Friedmutter Group	3/21/22
AWC600	Overall Building Sections	Friedmutter Group	3/21/22
AWC630	Wall Sections & 3D View Section	Friedmutter Group	3/21/22
AWC700	Exterior Floor Plan Details	Friedmutter Group	3/21/22
AWC701	Exterior EIFS Wall Details	Friedmutter Group	3/21/22
AWC702	Exterior EIFS Details	Friedmutter Group	3/21/22
<b>Plumbing Drawings:</b>			
P000	Plumbing Cover Sheet	FEA Consulting Eng	9/10/21
P100	Plumbing Floor Plan-Level 1-Area H	FEA Consulting Eng	9/10/21
P101	Plumbing Roof Plan-Level 1-Area H	FEA Consulting Eng	9/10/21
<b>Electrical Drawings: (Theatrical Drawings Are An Alternate. Reference As Applicable)</b>			
E000	Electrical Cover Sheet	FEA Consulting Eng	9/9/22
E001	Electrical Specifications	FEA Consulting Eng	3/21/22
E010	Overall Electrical Site Plan	FEA Consulting Eng	7/14/22
ED011	Overall Demo Electrical Site Plan	FEA Consulting Eng	9/9/22
E021	Electrical Plan-Zone 1	FEA Consulting Eng	7/14/22
E022	Electrical Plan-Zone 2	FEA Consulting Eng	9/9/22
E023	Electrical Plan-Zone 3	FEA Consulting Eng	7/14/22
E024	Electrical Plan-Zone 4	FEA Consulting Eng	9/9/22
E025	Electrical Plan-Zone 5	FEA Consulting Eng	9/9/22
E026	Electrical Plan-Zone 6	FEA Consulting Eng	9/9/22
E030	Exterior 3D Lighting Overview	FEA Consulting Eng	3/21/22
E031	Overall Electrical Section Plan	FEA Consulting Eng	3/21/22
E031A1	Building A North/South Section	FEA Consulting Eng	9/9/22
E031A2	Building A East/West Section	FEA Consulting Eng	7/14/22
E031B1	Building B North/South Section	FEA Consulting Eng	7/14/22

# Exhibit F - Drawing Log

December 15, 2022 - updated January 11, 2023

No.	Drawing	Consultant	Date
E031B2	Building B East/West Section	FEA Consulting Eng	9/9/22
E031D1	Building D1 North/South Section	FEA Consulting Eng	9/9/22
E031D2	Building D1 East/West Section	FEA Consulting Eng	7/14/22
E031D3	Building D2 East Section	FEA Consulting Eng	7/14/22
E031E1	Building E North Section	FEA Consulting Eng	7/14/22
E031E2	Building E East/West Section	FEA Consulting Eng	9/9/22
E031G1	Buildings G1/G2 North/South Section	FEA Consulting Eng	9/9/22
E031G2	Building G1/G2 East Section	FEA Consulting Eng	9/9/22
E031G3	Building G1/G2 West Section	FEA Consulting Eng	9/9/22
E031G4	Building G2 East/South Section	FEA Consulting Eng	7/14/22
E031J1	Building J North/South Section	FEA Consulting Eng	7/14/22
E031J2	Building J East/West Section	FEA Consulting Eng	7/14/22
E031L1	Building L South/East/West Section	FEA Consulting Eng	7/14/22
E111BM1	Theatrical Lighting Building B/M	FEA Consulting Eng	7/14/22
E121C1	Theatrical Lighting Building C	FEA Consulting Eng	7/14/22
E131E1	Theatrical Lighting Building E	FEA Consulting Eng	7/14/22
E141G1	Theatrical Lighting Building G1/G2	FEA Consulting Eng	7/14/22
E151HL1	Theatrical Lighting Building H/L	FEA Consulting Eng	7/14/22
E161J1	Theatrical Lighting Building J	FEA Consulting Eng	7/14/22
E171D1	Theatrical Lighting Building D	FEA Consulting Eng	7/14/22
E221C1	Theatrical Lighting Building C	FEA Consulting Eng	7/14/22
E231E1	Theatrical Lighting Building E	FEA Consulting Eng	7/14/22
E241G1	Theatrical Lighting Building G1/G2	FEA Consulting Eng	7/14/22
E251HL1	Theatrical Lighting Building H/L	FEA Consulting Eng	7/14/22
E261J1	Theatrical Lighting Building J	FEA Consulting Eng	7/14/22
E500	Single Line Diagram	FEA Consulting Eng	9/9/22
E600	Panel Schedules	FEA Consulting Eng	9/9/22
E601	Panel Schedules	FEA Consulting Eng	7/14/22
E610	Theatrical Dimmer Panels	FEA Consulting Eng	7/14/22
<b>Theatrical Drawings: (Theatrical Drawings Are An Alternate. Reference As Applicable)</b>			
TL1-0-0	Sheet Index	SJ Lighting Inc	9/17/21
TL1-0-1	Theatrical Lighting Notes	SJ Lighting Inc	9/17/21
TL1-0-2	Theatrical Lighting Schedule	SJ Lighting Inc	9/17/21
TL1-0-3	Theatrical Lighting Overall Plan	SJ Lighting Inc	9/17/21
TL1-1-1	Trauma Building Plan View	SJ Lighting Inc	9/17/21
TL1-1-2	Trauma Building Elevations	SJ Lighting Inc	9/17/21
TL1-1-3	Trauma Building Elevations	SJ Lighting Inc	9/17/21
TL1-1-4	Trauma Building Elevations	SJ Lighting Inc	9/17/21
TL1-2-1	Adult ER ICU Plan View	SJ Lighting Inc	9/17/21
TL1-2-2	Adult ER ICU Elevations	SJ Lighting Inc	9/17/21
TL1-3-1	Surgery Center Plan View	SJ Lighting Inc	9/17/21
TL1-3-2	Surgery Center Elevations	SJ Lighting Inc	9/17/21
TL1-4-1	7 Story Tower Plan View	SJ Lighting Inc	9/17/21
TL1-4-2	7 Story Tower Elevations	SJ Lighting Inc	9/17/21
TL1-4-3	7 Story Tower Elevations	SJ Lighting Inc	9/17/21
TL1-4-4	7 Story Tower Elevations	SJ Lighting Inc	9/17/21
TL1-5-1	South Building Plan View	SJ Lighting Inc	9/17/21
TL1-5-2	South Building Elevations	SJ Lighting Inc	9/17/21
TL1-6-1	Main Entrance Plan View	SJ Lighting Inc	9/17/21
TL1-6-2	Main Entrance Elevations	SJ Lighting Inc	9/17/21
TL1-7-1	Northeast Building Plan View	SJ Lighting Inc	9/17/21
TL1-7-2	Northeast Building Elevations	SJ Lighting Inc	9/17/21
TL1-7-3	Northeast Building Elevations	SJ Lighting Inc	9/17/21
TL1-8-1	Theatrical System Diagrams	SJ Lighting Inc	9/17/21
TL2-0-0	Sheet Index	SJ Lighting Inc	9/17/21
TL2-0-1	Theatrical Lighting Notes	SJ Lighting Inc	9/17/21
TL2-0-2	Theatrical Lighting Schedules	SJ Lighting Inc	9/17/21

**Exhibit F - Drawing Log**

December 15, 2022 - updated January 11, 2023

No.	Drawing	Consultant	Date
TL2-0-3	Theatrical Lighting Overall Plan	SJ Lighting Inc	9/17/21
TL2-2-1	Adult ER ICU Plan View	SJ Lighting Inc	9/17/21
TL2-2-2	Adult ER ICU Elevations	SJ Lighting Inc	9/17/21
TL2-3-1	Surgery Center Plan View	SJ Lighting Inc	9/17/21
TL2-3-2	Surgery Center Elevations	SJ Lighting Inc	9/17/21
TL2-3-3	Surgery Center Elevations	SJ Lighting Inc	9/17/21
TL2-4-1	7 Story Center Plan View	SJ Lighting Inc	9/17/21
TL2-4-2	7 Story Tower Elevations	SJ Lighting Inc	9/17/21
TL2-5-1	South Building Plan View	SJ Lighting Inc	9/17/21
TL2-5-2	South Building Elevations	SJ Lighting Inc	9/17/21
TL2-6-1	Main Entrance Plan View	SJ Lighting Inc	9/17/21
TL2-6-2	Main Entrance Elevations	SJ Lighting Inc	9/17/21
TL2-8-1	Theatrical System Diagrams	SJ Lighting Inc	9/17/21





## **EXHIBIT G**

**December 16, 2022 (Revised January 11, 2023)**

**RE: UMC Revitalize Façade and Landscape Improvements  
Las Vegas, NV**

**Allowance**

### **01000 General Conditions**

**Allowance No. 1 – Roofing Abatement- Roofing was not allowed to be tested during pre-con asbestos survey.**

**Sum of \$100,000**

### **02000 Site Work**

**Allowance No. 2 – Pre-digging/Safe dig**

**Sum of \$100,000**

### **05000 Metals**

**Allowance No. 3 – Add steel support at Trauma Roof (Building B)**

**Sum of \$ 100,000**

### **07000 Thermal/Moisture Protection**

**Allowance No. 4 – EIFS Water Testing**

**Sum of \$30,000**

**Allowance No. 5 – Waterproofing EIFS Tie-Ins**

**Sum of \$150,000**

# EXHIBIT G

**Allowance No. 6 – Stucco repair at signage removal areas**

**Sum of \$20,000**

**Allowance No. 7 – Repair cracks in stucco prior to paint**

**Sum of \$30,000**

**Allowance No. 8 – Air barrier exposed for testing**

**Sum of \$20,000**

**Allowance No. 9 – Fluid Membranes Testing**

**Sum of \$10,000**

**Allowance No. 10 – Restore Fireproofing**

**Sum of \$50,000**

**Allowance No. 11 – Repair Parapets**

**Sum of \$75,000**

## **09000 Finishes**

**Allowance No. 12 – Metal Stud Corrections**

**Sum of \$400,000**

**Allowance No. 13 – Parapet Framing Detail**

**Sum of \$100,000**

**Allowance No. 14 – Kickers at parapet**

**Sum of \$100,000**

# EXHIBIT G

**Allowance No. 15 – Ceiling tile Replacement/Repair**

**Sum of \$30,000**

**Allowance No. 16 – Lease of diagnostic parking lot during painting**

**Sum of \$20,000**

## **15000 Mechanical**

**Allowance No. 17 – Fire Protection**

**Sum of \$65,000**

**Allowance No. 18 – Plumbing**

**Sum of \$30,000**

**Allowance No. 19 – P-Tube Wrap**

**Sum of \$10,000**

**Allowance No. 20 – HVAC Re-insulation**

**Sum of \$100,000**

**Allowance No. 21 – HEPA filter replacement**

**Sum of \$400,000**

## **16000 Electrical**

**Allowance No. 22 – Theatrical Lighting Design Items to complete scope**

**Sum of \$200,000**

**Allowance No. 23 – Access Control and Camera**

**Sum of \$45,000**

# EXHIBIT G

**Allowance No. 24 –Utility work inside parapets**

**Sum of \$200,000**

**Allowance No. 25 - Required power which may not be shown**

**Sum of \$300,000**

**Allowance No. 26 - Building K Parking Pole Insulation**

**Sum of \$10,000**

We look forward to serving you on this project and should you have any questions, please contact me at (702) 602-5901.

Respectfully,

**MARTIN-HARRIS CONSTRUCTION**

Mike Walsh  
Sr. Project Executive

## Exhibit H

December 16, 2022 (revised 1/11/23)

### BID ASSUMPTIONS & CLARIFICATIONS

#### General Requirements

1. We have not included the building permit fee, plan check application fee, zoning fee, transportation tax, tortoise mitigation fee, sanitation connection fee, water connection fee or water frontage fee. These are owner cost per Article 2.3.1 of the A201 Contract Agreement. We will obtain the building permit for the owner on a direct reimbursable basis.
2. Expedited fees associated with the Building Department are not included and are not expected.
3. We have not included commissioning of electrical systems as shown in the Specification section 26 08 00. Any 3<sup>rd</sup> party commissioning and testing will be performed by others under a separate contract with the owner.
4. This GMP proposal does not include design fees for architectural, civil engineering, structural engineering, mechanical engineering, electrical engineering, landscaping and any other consultant fees not specifically mentioned. This would be an owner cost directly with the design team.
5. This estimate is based upon the contract documents and to the best of our ability have included all requirements of this project. However, there may be some additional items required by the Owner, Architect or Building Department that are not fully defined; therefore, this contractor reserves the right to review any additional requirements to determine the impact on cost and schedule. An Owner Contingency has been included for Owner items and a Design Contingency has been included for Architect and Building Department items.
6. Project information signs as per spec 01 50 00.1.19.B have not been included. Owner has a separate signage agreement in place.
7. Paying for all costs for added services by the architect to review any substitutions per spec section 01 60 00.1.02.F.7 has not been included. Construction Manager may make material substitutions per Article 3.4.21 of the A201 Contract Agreement. Owner would pay for any agreed upon added services as part of their agreement with the architect.
8. The cost for all remedial work not shown on the documents per spec section 01 73 00.1.01.D has not been included. Cost to repair unknown utilities that were not identified on the drawings and not identified by “call before you dig” are not included. Any cost for remediation of unknown utilities would be handled by change order and funded by Owner Contingency.
9. The temp wall requirements of spec section 01 50 00.1.12.B have not been included. MHC will construct appropriate temp walls using a different ICRA compliant method, such as EdgeGuard Walls, if needed as part of the GMP.

#### Site Demolition / Grading & Paving:

1. This GMP proposal does not include any soil remediation and hazardous material removal as none have been identified in the Geotech report.
2. Any over excavation of unsuitable soils and fill with suitable soils or stone has not been included as none have been identified in the Geotech report.

## Exhibit H

3. This GMP proposal does not include hardened soils, rock, boulder or caliche excavation, as the contract documents do not indicate any. If encountered, all excavation and removal including any additional concrete forms or backfill required would be handled as a change order and funded by Owner Contingency.

### **Striping & Signs:**

1. Pre-cast wheel stops are provided at the handicap parking stalls only as shown in the contract documents.
2. Any indications that may look like scope of work for off-site markings, street striping, signs or landscaping is not intended to be actual work as part of this contract and has not been included in the GMP.

### **Site Concrete:**

1. We have not included concrete footings for "Future" monument signs, as none are shown in the contract documents. Signage is contracted separately by the owner and footings are included by the Signage Contractor.

### **Landscaping, Irrigation & Site Furnishings:**

1. We have included an equal to the QCP Corporation pavers as QCP has indicated that the specified pavers have been discontinued.

### **Metal Fencing:**

1. Laser cut panels are included as an accepted alternative to the Parasoleil panels specified.

### **Site Masonry:**

1. Masonry walls are provided with a standard masonry wall cap as provided by the masonry subcontractor and shown on the contract documents. We have not included a pre-cast concrete masonry wall cap in this GMP proposal as it is not shown in the contract documents. This is listed as a general clarification to avoid differing expectations.

### **Site Utilities:**

1. The utility trench backfill is based on the use of native materials.
2. We are not responsible for any and all damage to existing utilities due to a failure to locate and protect any unknown concealed utilities. We will take precautionary measures but are not responsible for utilities located differently than the information of record provided by the engineer. Any corrective work will be handled on a T&M basis and issued as a change order and funded by Owner's Contingency.

### **Building Concrete & Concrete Reinforcing Steel:**

1. This GMP proposal includes excavation and backfill operations per conditions outlined in the soils report. If conditions should differ from those indicated in the soils report, all excavation and removal including any additional concrete forms or backfill required due to caliche, rock, or boulder removal; will be handled on a time, material and equipment basis and funded by the Owner's Contingency.

### **Structural & Misc. Steel:**

1. The contract documents call for AISC Certified fabrication. AISC Certification will not be provided, however, the structural steel contractor is Clark County Certified per authority having jurisdiction (AHJ).

## Exhibit H

### Roofing:

1. General sheet metal will include parapet cap, counter flashing, copings and edge metal. All flashings and copings will be prefinished in a manufacturer's standard color.
2. 5/8" dens deck prime sheathing is included at all new coping locations. Wood blocking at these locations is not included as shown in the contract documents. Alternate compliant materials will be used in lieu of wood blocking and included in the GMP.

### Metal Wall Panels:

1. This GMP proposal does not include ACM panels with fluid air barrier and metal flashings as called out on the drawings. Design details to be determined at a later date as these are not shown in the contract documents at this time. Budget is based on the Accepted Alternate to install EIFS vs ACM panels.
2. Finishing the metal flashing details at the windows shown to be used with the ACM has not been included. Budget is based on the Accepted Alternate to wrap windows in EIFS.

### EIFS/Stucco:

1. A Dryvit EIFS system, applied over new sheathing or direct applied to CMU is included.
2. Dryvit Fedderlite Panels have not been included as shown in the contract documents. We have included a standard EIFS application.
3. Finish coat of EIFS system to be integrally colored with finishes of: Sandblast or Limestone.
4. High impact mesh is included at the EIFS locations that are up to 8' a.f.f. only, per contract documents.
5. Caulking of EIFS joints has been included with a standard manufacturer's colored caulk.
6. Patch and repair of 35% of the existing EIFS/Stucco surfaces is included.
7. Site Mockups requirements calling for 10 full size samples as called out in spec section 07 41 50.1.05.E have not been included. MHC will provide one sample per finish type.
8. Field testing of exterior façade sealants where the architect shall dictate the time of the testing as referenced in spec section 07 92 13.3.05.A has not been included. Timing of testing and observance will be performed to meet the project schedule and workflow.
9. We have included the industry standard 10-year warranty for the fluid applied air barrier as called out in spec section 07 27 29.1.10. 15 years has not been included.
10. The extended warranty requirement of 20 years as listed in spec section 07 92 13.1.08.A is not included.

### Metal Framing & Sheathing:

1. Shimming the furring at existing CMU surfaces has not been included per the contract documents. Dryvit will be applied directly to the CMU surface. The design intent is to surface apply finishes.

### Painting & Wallcovering:

1. Pricing includes caulking at all wall joints, base and trim transitions to provide a smooth finished look with a manufacturers standard colored caulk.

### Building Specialties:

1. Removal or installation of new signage has not been included in this proposal. This work will be contracted directly with the owner under a separate contract. Power connections to the signs are included in the GMP under the electrical scope of work.

## Exhibit H

**Fire Protection:**

1. We include a complete, functional and operational Fire Sprinkler Protection system; including design, fire sprinkler piping and heads at the new Port Cochere, soffit of building A (adjustment of heads only) and canopy of Building B, trauma (adjustment of heads only).

**Electrical:**

1. Wiring methods are typical for this type of construction and meet code requirements. This includes the use of MC cable and plenum rated cable at the walls and above the ceilings as specified. NEC sized conduit and conductors, steel set-screw fittings, under-slab PVC conduits, embedded PVC conduits in above grade decks, and PVC through-slab transitions are included as applicable.
2. Electrical does not include coordination studies nor Arc Flash studies per the contract documents Sheet E500 General Note 12. This should not be required for this project based on the lighting scope of work.
3. GMP includes commissioning of the new exterior lighting system.

**General Clarification:**

1. The total amount of Exclusions reflected herein and/or change orders tied to Owner's contingency shall not exceed the amount set forth in Owner's contingency in Exhibit I. In the event Owner's contingency needs to be utilized, Construction Manager will obtain prior written approval from Owner.



# Exhibit I

ESTIMATE OF COSTS  
MARTIN HARRIS CONSTRUCTION

BID DATE: 12/15/2022 - revised 1/11/23

## UMC REVITALIZATION FAÇADE AND LANDSCAPE

ESTIMATE #: E22007

PHASE	DESCRIPTION	ESTIMATOR	SUBCONTRACTOR	BASE BID 12-15-2022	
				\$52,759,907	
				AMOUNT	
<b>01000</b>	<b>GENERAL CONDITIONS</b>				
01000	MHC GENERAL CONDITIONS		MARTIN-HARRIS	\$	3,357,967.00
01001	FINAL CLEAN PLUG		PLUG	\$	200,000.00
01003	TRASH REMOVAL AT CLOSED SPACES PLUG		PLUG	\$	50,000.00
01010	ROOFING ABATEMENT ALLOWANCE		ALLOWANCE	\$	100,000.00
01020	CLEANING DURING PROJECT		PRISTINE BUILDING MAINTENANCE	\$	72,563.00
01050	SURVEYING		TRINITY LAND SURVEY	\$	159,760.00
01560	TEMPORARY FENCING		RED STAR FENCE	\$	268,884.00
01569	SWPPP		EROS ENVIRONMENTAL	\$	17,970.00
01571	TEMP ROAD TO TEMP TRAUMA PLUG		PLUG	\$	100,000.00
01572	TEMP WAITING AREA AT TEMP TRAUMA PLUG		PLUG	\$	30,000.00
01573	TEMP DOORS AT TEMP TRAUMA PLUG		PLUG	\$	30,000.00
01574	TEMP GRADING FOR RAMP TEMP TRAUMA PLUG		PLUG	\$	30,000.00
01575	TEMP ACCESS CONTROL TEMP TRAUMA PLUG		PLUG	\$	8,000.00
01576	TEMP STRIPING AT TEMP TRAUMA PLUG		PLUG	\$	4,800.00
01577	TEMP STRIPING AT TEMP PARKING PLUG		PLUG	\$	1,000.00
01578	TEMP TRAUMA SCAFFOLD @ TRAUMA DOORS PLUG		PLUG	\$	15,000.00
01579	GRAPHIC RENDERING COST PLUG		PLUG	\$	4,000.00
01581	LEASE AREA FOR TEMP PARKING PLUG		PLUG	\$	100,000.00
01735	SELECTIVE DEMOLITION		LAS VEGAS DEMOLITION	\$	2,986,971.00
01736	SELECTIVE DEMOLITION ALTERNATES		LAS VEGAS DEMOLITION	\$	28,193.00
<b>02000</b>	<b>SITework</b>				
02110	SITE CLEARING/EARTHWORK		CT Equipment, Inc.	\$	1,542,050.00
02155	STREET SWEEPER PLUG		PLUG	\$	100,000.00
02184	PRE-DIGGING/SAFE DIG ALLOWANCE		ALLOWANCE	\$	100,000.00
02191	WEST SITE REPAIRS PLUG		PLUG	\$	200,000.00
02192	TEMP FENCE DAMAGE REPAIR PLUG		PLUG	\$	40,000.00
02194	FLAGGERS PLUG		PLUG	\$	100,000.00
02195	CHARLESTON LANE CLOSURES PLUG		PLUG	\$	100,000.00
02196	TEMP FENCE RELOCATIONS PLUG		PLUG	\$	30,000.00
02197	TRADE DAMAGE REPAIR PLUG		PLUG	\$	30,000.00
02500	SITE CONCRETE		STEWART & SUNDELL	\$	1,578,538.00
02510	ASPHALT PAVING		IN GRADING	\$	-
02580	PAVEMENT STRIPING		AFFORDABLE STRIPING	\$	87,868.00
02600	SITE UTILITIES		ACME UNDERGROUND	\$	361,247.00
02830	METAL FENCING		P&L FENCE	\$	670,950.00
02900	LANDSCAPING		BLACK CANYON	\$	4,385,365.00
<b>03000</b>	<b>CONCRETE</b>				
03200	REINFORCING STEEL		IN CONCRETE	\$	-
03310	CAST IN PLACE CONCRETE		STEWART & SUNDELL	\$	337,657.00
<b>04000</b>	<b>MASONRY</b>				
04220	MASONRY		HENDERSON MASONRY	\$	125,635.00
<b>05000</b>	<b>METALS</b>				
05100	STRUCTURAL & MISC. STEEL		P&L FENCE	\$	748,325.00

# Exhibit I

ESTIMATE OF COSTS  
MARTIN HARRIS CONSTRUCTION

BID DATE: 12/15/2022 - revised 1/11/23

## UMC REVITALIZATION FAÇADE AND LANDSCAPE

ESTIMATE #: E22007

PHASE	DESCRIPTION	ESTIMATOR	SUBCONTRACTOR	BASE BID 12-15-2022	
				\$52,759,907	
				AMOUNT	
05105	STRUCTURAL & MISC. STEEL ALTERNATES		P&L FENCE	\$	15,000.00
05110	ADD STEEL AT B ROOF ALLOWANCE		ALLOWANCE	\$	100,000.00
<b>07000</b>	<b>THERMAL / MOISTURE PROTECTION</b>				
07200	INSULATION		ANNING JOHNSON CO.	\$	266,945.00
07230	EIFS		ANNING JOHNSON CO.	\$	9,572,876.00
07231	EIFS ALTERNATES		ANNING JOHNSON CO.	\$	964,551.00
07241	EIFS WATER TESTING ALLOWANCE		ALLOWANCE	\$	30,000.00
07242	WATERPROOFING EIFS TIE INS ALLOWANCE		ALLOWANCE	\$	150,000.00
07250	STUCCO AT SIGNAGE REPAIR ALLOWANCE		ALLOWANCE	\$	20,000.00
07260	REPAIR CRACKS IN STUCCO PRIOR TO PAINT ALLOW		ALLOWANCE	\$	30,000.00
07265	AIR BARRIER EXPOSED FOR TESTING ALLOWANCE		ALLOWANCE	\$	20,000.00
07266	FLUID MEMBRANES TESTING ALLOWANCE		ALLOWANCE	\$	10,000.00
07270	FIREPROOFING PORTE COCHERE STEEL		WP&F SPECIALTY	\$	94,843.00
07280	RESTORE FIREPROOFING ALLOWANCE		ALLOWANCE	\$	50,000.00
07500	SINGLE PLY ROOFING		EBERHARD SOUTHWEST ROOFING	\$	1,032,653.00
07505	SINGLE PLY ROOFING ALTERNATES		EBERHARD SOUTHWEST ROOFING	\$	64,483.00
07540	REPAIR PARAPETS ALLOWANCE		ALLOWANCE	\$	75,000.00
07542	ROOF PROTECTION PLUG		PLUG	\$	91,487.00
<b>08000</b>	<b>DOORS &amp; WINDOWS</b>				
08800	GLASS & GLAZING ALTERNATE		QGM, INC	\$	244,952.00
<b>09000</b>	<b>FINISHES</b>				
09250	GYPSTUM WALLBOARD		ANNING JOHNSON CO.	\$	3,434,145.00
09255	GYPSTUM WALLBOARD ALTERNATES		ANNING JOHNSON CO.	\$	104,859.00
09260	METAL STUD CORRECTION ALLOWANCE		ALLOWANCE	\$	400,000.00
09270	PARAPET FRAMING DETAIL ALLOWANCE		ALLOWANCE	\$	100,000.00
09280	KICKERS AT PARAPETS ALLOWANCE		ALLOWANCE	\$	100,000.00
09290	CEILING TILE REPAIR ALLOWANCE		ALLOWANCE	\$	30,000.00
09900	PAINTING		ANNING JOHNSON CO.	\$	2,906,868.00
09905	PAINTING ALTERNATES		ANNING JOHNSON CO.	\$	233,059.00
09910	LEASE DIAGNOSTIC PARKING TO PAINT ALLOW		ALLOWANCE	\$	20,000.00
<b>10000</b>	<b>SPECIALTIES</b>				
10440	SPECIALTY SIGNS		BY OWNER	\$	-
<b>15000</b>	<b>MECHANICAL</b>				
15300	FIRE PROTECTION ALLOWANCE		ALLOWANCE	\$	65,000.00
15430	PLUMBING ALLOWANCE		ALLOWANCE	\$	30,000.00
15440	P-TUBE WRAP AT L ALLOWANCE		ALLOWANCE	\$	10,000.00
15500	H.V.A.C. RE-INSULATION ALLOWANCE		ALLOWANCE	\$	100,000.00
15510	HEPA FILTER REPLACEMENT ALLOWANCE		ALLOWANCE	\$	400,000.00
<b>16000</b>	<b>ELECTRICAL</b>				
16000	ELECTRICAL		HELIX ELECTRIC	\$	5,795,000.00
16010	ELECTRICAL ALTERNATES		HELIX ELECTRIC	\$	60,000.00
16020	THEATRICAL LIGHTING		HELIX ELECTRIC	\$	2,345,000.00
16030	THEATRICAL LIGHTING DESIGN ITEMS ALLOWANCE		ALLOWANCE	\$	200,000.00

## Exhibit I

ESTIMATE OF COSTS  
MARTIN HARRIS CONSTRUCTION

BID DATE: 12/15/2022 - revised 1/11/23

### UMC REVITALIZATION FAÇADE AND LANDSCAPE

ESTIMATE #: E22007

PHASE	DESCRIPTION	ESTIMATOR	SUBCONTRACTOR	BASE BID 12-15-2022	
				\$52,759,907	
				AMOUNT	
16700	ACCESS CONTROL & CAMERAS ALLOWANCE		ALLOWANCE	\$	45,000.00
16710	UTILITY WORK INSIDE PARAPETS ALLOWANCE		ALLOWANCE	\$	200,000.00
16715	REQUIRED POWER WHICH MAY NOT BE SHOWN ALLOW		ALLOWANCE	\$	300,000.00
16720	BUILDING K PARKING POLE INSULATION ALLOW		ALLOWANCE	\$	10,000.00
16721	MAKE SAFE EACH PHASE PLUG		PLUG	\$	50,000.00
16722	ICRA/CART FOR ELECT REVS PLUG		PLUG	\$	50,000.00
16900	TEMPORARY ELECTRIC		HELIX ELECTRIC	\$	125,000.00
<b>SUBTOTAL COST</b>				\$	48,049,464
<i>Project Design Contingency</i> 1.20%				\$	523,911
<i>Project Construction Contingency</i> 2.50%				\$	1,093,090
<b>SUBTOTAL</b>				\$	49,666,465
				\$	-
<b>SUBTOTAL</b>				\$	49,666,465
<i>Payment and Performance Bond</i> 0.70%				\$	347,666
<i>CONTRACTOR'S FEE</i> 5.49%				\$	2,745,776
<b>SUBTOTAL</b>				\$	52,759,907
<i>BOND</i> 0.00%					
<b>TOTAL BID AMOUNT</b>				\$	52,759,907
<i>Owner's Contingency</i>				\$	5,440,093
<b>Total GMP Amount</b>				\$	58,200,000



## **EXHIBIT J**

**January 11, 2023**

**RE: UMC Revitalize Façade and Landscape Improvements  
Las Vegas, NV**

**Plugs**

### **01000 GENERAL CONDITIONS**

**Plug No. 1 – Final Clean before turnover to owner.**

**Sum of \$200,000**

**Plug No. 2 – Trash removal at enclosed spaces**

**Sum of \$50,000**

**Plug No. 3 – Temporary Road to Temporary Trauma**

**Sum of \$100,000**

**Plug No. 4 – Temporary Waiting Area at Temporary Trauma**

**Sum of \$30,000**

**Plug No. 5 – Temporary Doors at Temporary Trauma/PED Entrance**

**Sum of \$30,000**

**Plug No. 6 – Grading for Temporary Ramp at Temp Trauma Entrance**

**Sum of \$30,000**

# EXHIBIT J

**Plug No. 7 – Temporary Access Control for Temporary Trauma Entrance**

**Sum of \$8,000**

**Plug No. 8 – Striping at Temporary Trauma Entrance/Drive**

**Sum of \$ 4,800**

**Plug No. 9 – Striping at Temporary Entrance-Parking**

**Sum of \$1,000**

**Plug No. 10 – Scaffold/Canopy at Temporary Trauma Entrance**

**Sum of \$15,000**

**Plug No. 11 – Graphics/Renderings for Temporary Trauma Entrance**

**Sum of \$4,000**

**Plug No. 12 – Lease for Temporary Parking Area**

**Sum of \$100,000**

## **02000 SITEWORK**

**Plug No. 13 – Street Sweeper**

**Sum of \$100,000**

**Plug No. 14 – West Site Repairs**

**Sum of \$200,000**

**Plug No. 15 –Temporary Fence Damage Repairs**

**Sum of \$40,000**

# EXHIBIT J

**Plug No. 16 – Flaggers-Traffic**

**Sum of \$100,000**

**Plug No. 17 – Charleston Lane Closures**

**Sum of \$100,000**

**Plug No. 18 – Temporary Fence- Relocations**

**Sum of \$30,000**

**General Note:**

**Narrative for the use of Plugs**

The contract does not acknowledge the creation or usage of Plugs. Plugs are a standard budgeting item where “undefined” scope is identified, budgets are created to capture the scope and the risk of these budgets are carried by the Construction Manager.

Plugs become budgets that the Construction Manager uses to contract work. Construction Manager will provide a draw down log as part of the monthly reports to share the usage of plug budgets.

If the cost for a plug is more than the plug, the delta will be funded by Contractor Contingency. If the cost of a plug is less than the plug, the delta will be transferred to the Contractor Contingency.



# UMC FACADE PROJECT



Activity ID	Activity Name	Start	Finish	Rem Dur	2023												2024												2025											
					Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
UMC Exterior Renovation Preliminary Base		01-Feb-22 A	30-Jul-25	645																																				
Milestones		03-May-22 A	30-Jul-25	613																																				
MS-1100	Notice of Award - Precon	03-May-22 A		0	03-May-22 A																																			
MS-1000	NTP For Construction	01-Mar-23		0				◆ NTP For Construction, 01-Mar-23																																
MS-1110	Mobilization	01-Mar-23	14-Mar-23	10				■ Mobilization																																
CMAR-1400	Start Construction	03-Apr-23		0				◆ Start Construction, 03-Apr-23																																
MS-1090	Substantial Completion		05-Feb-25	0																																				
MS-1120	Final Completion / Closeout	06-Feb-25	19-Mar-25*	30																																				
MS-1130	Contract Completion - 850 Calendar Days		30-Jul-25*	0																																			◆ Contract Co	
Pre-Construction		02-Jun-22 A	31-Mar-23	55																																				
CMAR Bidding Process		02-Jun-22 A	31-Mar-23	55																																				
CMAR-1000	Plan Outreach Event	02-Jun-22 A		0	02-Jun-22 A																																			
CMAR-1050	Create A Project Specific Subcontractor Datab	10-Jun-22 A		0	Project Specific Subcontractor Database, 10-Jun-22 A																																			
CMAR-1010	Draft Outreach Event Flyer	10-Jun-22 A		0	Flyer, 10-Jun-22 A																																			
CMAR-1060	Draft A Pre-Qualification Application For Subcor	10-Jun-22 A		0	on Application For Subcontractors Per (NRS 338.16991 Sub-Section 4), 10-Jun-22 A																																			
CMAR-1020	Send Approved Outreach Event Invitation Via Pl	10-Jun-22 A		0	ch Event Invitation Via Project Specific Database, 10-Jun-22 A																																			
CMAR-1030	Send Outreach Event Invitation Via Smartbid to	10-Jun-22 A		0	Invitation Via Smartbid to the NAOMIC / NAOWIC / CCSBP and WMRC, 10-Jun-22 A																																			
CMAR-1040	Publish the Event in the Nevada online plans ro	10-Jun-22 A		0	e Nevada online plans rooms , 10-Jun-22 A																																			
CMAR-1070	Create Excel spreadsheet of Smart Bid project	22-Jun-22 A		0	sheet of Smart Bid project specific database with DBE companies highlighted, 22-Jun-22 A																																			
CMAR-1080	Send 2nd invitation via Smart Bid to the project	22-Jun-22 A		0	ia Smart Bid to the project specific database, 22-Jun-22 A																																			
CMAR-1090	Begin calling all DBE companies on the sheet tl	22-Jun-22 A		0	companies on the sheet that havent responded to invite, 22-Jun-22 A																																			
CMAR-1100	Outreach Event- Host all interested subs, review	28-Jun-22 A		0	st all interested subs, review scope and application process, 28-Jun-22 A																																			
CMAR-1110	Update the project specific subcontractor datab	01-Jul-22 A		0	specific subcontractor database in Smart Bid with all Outreach Event Attendess, 01-Jul-22 A																																			
CMAR-1120	Draft a Legal Ad Notice for CLIENT Project Mar	22-Jul-22 A		0	Notice for CLIENT Project Manager approval, 22-Jul-22 A																																			
CMAR-1160	Place the Owner approved Legal Ad Notice in th	31-Jul-22 A		0	er approved Legal Ad Notice in the LVRJ (NRS 338.16991), 31-Jul-22 A																																			
CMAR-1170	Send Pre-qualification applications to all who re	12-Aug-22		0	alification applications to all who request it Via the Project Specific Database, 12-Aug-22 A																																			
CMAR-1130	Send 2nd Pre-qualification Application via Smar	15-Aug-22		0	e-qualification Application via Smart Bid to Companies that havent responded, 15-Aug-22 A																																			
CMAR-1140	Create an updated Excel Spreadsheet of the Sr	15-Aug-22		0	dated Excel Spreadsheet of the Smart Bid project specific database - with DBE certified companies highlight, 15-Aug-22 A																																			
CMAR-1150	Begin calling all DBE companies on the sheet tl	15-Aug-22		0	y all DBE companies on the sheet that have not responded to the prequalification invite, 15-Aug-22 A																																			
CMAR-1180	Prequalification Application Deadline	15-Aug-22		0	ion Application Deadline, 15-Aug-22 A																																			
CMAR-1190	Determine a list of qualified subcontractors (pu	16-Sep-22		0	ne a list of qualified subcontractors (pursuant to NRS 338.16991 Sub-Section 6), 16-Sep-22 A																																			

- Remaining Level of Effort
- Actual Level of Effort
- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone
- Second Baseline



Activity ID		Activity Name	Start	Finish	Rem Dur	2023												2024												2025											
						Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
	CMAR-1210	Notify CLIENT in writing the determination of ea	16-Sep-22		0	CLIENT in writing the determination of each applicant (NRS 338.16991 Subsection 6), 16-Sep-22 A																																			
	CMAR-1200	Notify each applicant with outcome of their appl	07-Oct-22 A		0	y each applicant with outcome of their application (qualified / unqualified) per (NRS 338.16991 - Sub-Section 6), 07-Oct-22 A																																			
	CMAR-1220	Write a project specific RFP in accordance with	12-Oct-22 A		0	te a project specific RFP in accordance with (NRS 338.16995), 12-Oct-22 A																																			
	CMAR-1240	Send the RFP info via Smart Bid to all prequali	14-Oct-22 A		0	nd the RFP info via Smart Bid to all prequalified subs (NRS 338.16995 Subsection 3), 14-Oct-22 A																																			
	CMAR-1250	Begin calling prequalified M/W/DBE certified co	17-Oct-22 A		0	gin calling prequalified M/W/DBE certified companies to ensure they have the package and answer their questions, 17-Oct-22 A																																			
	CMAR-1230	Hold Mandatory Pre-proposal Meeting (Attendar	25-Oct-22 A		0	old Mandatory Pre-proposal Meeting (Attendance is necessary for qualification), 25-Oct-22 A																																			
	CMAR-1260	Send a 2nd RFP notices via Smart Bid Invitatio	25-Oct-22 A		0	end a 2nd RFP notices via Smart Bid Invitation to companies that have not accepted the Request for bid Invitation, 25-Oct-22 A																																			
	CMAR-1270	Finish calling prequalified DBE certified compar	25-Oct-22 A		0	nish calling prequalified DBE certified companies to ensure they have the package and answer questions, 25-Oct-22 A																																			
	CMAR-1300	Send a 2nd bid day reminder notice to all prequ	27-Oct-22 A		0	end a 2nd bid day reminder notice to all prequalified subcontractors via Smart Bid, 27-Oct-22 A																																			
	CMAR-1280	Send a bid day reminder notice to all prequalifie	02-Nov-22		0	Send a bid day reminder notice to all prequalified subcontractors via Smart Bid., 02-Nov-22 A																																			
	CMAR-1290	Begin calling all prequalified DBE certified comp	09-Nov-22		0	Begin calling all prequalified DBE certified companies to remind them of the Bid Day., 09-Nov-22 A																																			
	CMAR-1310	RFP Deadline Receive and timestamp SEALED	10-Nov-22		0	RFP Deadline Receive and timestamp SEALED proposals (pursuant to NRS 338.16995, 10-Nov-22 A																																			
	CMAR-1320	Open proposals in attendance of authorized reps of the CLIENT/Architect /Engineer (NRS	10-Nov-22 A		0	Open proposals in attendance of authorized reps of the CLIENT/Architect /Engineer (NRS 338.16995 Subsection 7), 10-Nov-22 A																																			
	CMAR-1330	Compile list of proposals that meets the require	15-Nov-22		0	Compile list of proposals that meets the requirements of NRS 338.16995 subsection 8., 15-Nov-22 A																																			
	CMAR-1340	Determine which proposals are responsive in ac	15-Nov-22		0	Determine which proposals are responsive in accordance to NRS 338.16995 subsection 9 (b) & inform CCDOA, 15-Nov-22 A																																			
	CMAR-1350	Upon request, NRS 338.16995 subsection 14 re	15-Nov-22		0	Upon request, NRS 338.16995 subsection 14 requires to make this list public and provide any sub for reasons, upon reques, 15-Nov-22 A																																			
	CMAR-1360	Develop GMP proposal for Client	30-Nov-22		0	◆ Develop GMP proposal for Client, 30-Nov-22 A																																			
	CMAR-1370	UMC Board / County Commission Approvals	01-Dec-22	21-Feb-23	27	<div><div></div><div></div> UMC Board / County Commission Approvals</div>																																			
	CMAR-1380	Execute GMP Contract - UMC / MHC	22-Feb-23	28-Feb-23	5	<div><div></div><div></div> Execute GMP Contract - UMC / MHC</div>																																			
CMAR-1390	MHC Issue LOIs / Subcontracts	01-Mar-23	31-Mar-23	23	<div><div></div><div></div> MHC Issue LOIs / Subcontracts</div>																																				
Building Summary			01-Mar-23	19-Mar-25	520																																				
IM-1250	Building G Duration	01-Mar-23	12-Apr-24	285	<div><div></div><div></div> Building G Duration</div>																																				
IM-1270	Overall Duration	01-Mar-23	19-Mar-25	750	<div><div></div><div></div> Overall Duration</div>																																				
IM-1140	Building B Duration	05-Apr-23	27-Oct-23	145	<div><div></div><div></div> Building B Duration</div>																																				
IM-1170	Building L Duration	19-Apr-23	28-Dec-23	175	<div><div></div><div></div> Building L Duration</div>																																				
IM-1130	Parking Garage P1 Duration (Paint Only)	25-Aug-23	20-Oct-23	40	<div><div></div><div></div> Parking Garage P1 Duration (Paint Only)</div>																																				
IM-1190	Building M Duration	30-Oct-23	01-Feb-24	64	<div><div></div><div></div> Building M Duration</div>																																				
IM-1230	Building F Duration	08-Nov-23	30-Apr-24	120	<div><div></div><div></div> Building F Duration</div>																																				
IM-1160	Building H Duration (Paint Only)	04-Dec-23	12-Mar-24	70	<div><div></div><div></div> Building H Duration (Paint Only)</div>																																				
IM-1150	Parking Garage P2 Duration (Paint Only)	29-Dec-23	08-Mar-24	50	<div><div></div><div></div> Parking Garage P2 Duration (Paint Only)</div>																																				
IM-1240	Building J Duration	02-Jan-24	06-Jun-24	112	<div><div></div><div></div> Building J Duration</div>																																				
IM-1220	Building D Duration	26-Jan-24	05-Sep-24	157	<div><div></div><div></div> Building D Duration</div>																																				
IM-1260	Building E Duration	01-Apr-24	16-Jul-24	75	<div><div></div><div></div> Building E Duration</div>																																				
IM-1200	Building C Duration (Paint Only)	01-May-24	15-Aug-24	75	<div><div></div><div></div> Building C Duration (Paint Only)</div>																																				
IM-1180	Building A Duration	28-May-24	16-Dec-24	140	<div><div></div><div></div> Building A Duration</div>																																				
IM-1210	Building K Duration (Paint Only)	16-Aug-24	01-Nov-24	55	<div><div></div><div></div> Building K Duration (Paint Only)</div>																																				
Sitework Summary			26-Apr-23	05-Feb-25	450																																				

Remaining Level of Effort

Actual Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

Milestone

Second Baseline

CONTRACT SCHEDULE  
DECEMBER 19, 2022

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Activity ID	Activity Name	Start	Finish	Rem Dur	2023												2024												2025																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
					Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
IM-1380	Trauma Parking North	26-Apr-23	31-Aug-23	90																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	

Remaining Level of Effort

Actual Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

Milestone

Second Baseline

CONTRACT SCHEDULE  
DECEMBER 19, 2022

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Activity ID	Activity Name	Start	Finish	Rem Dur	2023												2024												2025												
					Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	
Construction		29-Dec-22 A	05-Feb-25	522																																					
Site Work		29-Dec-22 A	05-Feb-25	522																																					
Area C2.02		29-Dec-22 A	12-Jan-24	252																																					
North		29-Dec-22 A	31-Aug-23	162																																					
SW-1670	RFI 003 - Existing Power Pole at North Parking	29-Dec-22	20-Jan-23	5																																					
SW-1680	NVE design for pole relocation	23-Jan-23	28-Mar-23	47																																					
SW-1700	Design Team - issue revised Civils / site electric	29-Mar-23	11-Apr-23	10																																					
SW-1690	Confirm scope / Elec Sub Pricing - RFI 003	12-Apr-23	25-Apr-23	10																																					
SW-1000	Safe Off Site Phase 1 / Bldg B - C2.02 North	26-Apr-23	02-May-23	5																																					
SW-1010	Demo C2.02 North	03-May-23	23-May-23	15																																					
SW-1020	Install Underground Utilities / light Pole Bases North	24-May-23	21-Jun-23	20																																					
SW-1030	Cut & Prep Site For New Curb & Gutter North	22-Jun-23	06-Jul-23	10																																					
SW-1040	Install Type 2 & Pave North	07-Jul-23	20-Jul-23	10																																					
SW-1050	Raise Utilities & Set Light Poles North	21-Jul-23	27-Jul-23	5																																					
SW-1060	Install Landscaping North	28-Jul-23	17-Aug-23	15																																					
SW-1070	Stripe & Open Lot to Owner North	18-Aug-23	24-Aug-23	5																																					
SW-1080	Punchlist North	25-Aug-23	31-Aug-23	5																																					
South		01-Sep-23	12-Jan-24	90																																					
SW-1090	Safe Off Site Phase 1 / Bldg B - C2.02 South	01-Sep-23	08-Sep-23	5																																					
SW-1100	Demo C2.02 South	11-Sep-23	29-Sep-23	15																																					
SW-1110	Install Underground Utilities / light Pole Bases South	02-Oct-23	27-Oct-23	20																																					
SW-1120	Cut & Prep Site For New Curb & Gutter South	30-Oct-23	13-Nov-23	10																																					
SW-1130	Install Type 2 & Pave South	14-Nov-23	29-Nov-23	10																																					
SW-1140	Raise Utilities & Set Light Poles South	30-Nov-23	06-Dec-23	5																																					
SW-1150	Install Landscaping South	07-Dec-23	28-Dec-23	15																																					
SW-1160	Stripe & Open Lot to Owner South	29-Dec-23	05-Jan-24	5																																					
SW-1170	Punchlist South	08-Jan-24	12-Jan-24	5																																					
Area C2.04		22-Aug-24	23-Jan-25	105																																					
SW-1180	Safe Off Site - C2.04 - North and East of Bldg D	22-Aug-24	28-Aug-24	5																																					
SW-1190	Demo C2.04	29-Aug-24	19-Sep-24	15																																					
SW-1200	Install Underground Utilities / light Pole Bases C2.04	20-Sep-24	17-Oct-24	20																																					
SW-1210	Cut & Prep Site For New Curb & Gutter C2.04	18-Oct-24	07-Nov-24	15																																					
SW-1220	Install Type 2 & Pave C2.04	08-Nov-24	03-Dec-24	15																																					
SW-1230	Raise Utilities & Set Light Poles C2.04	04-Dec-24	10-Dec-24	5																																					
SW-1640	Install Large UMC Fence Sign	04-Dec-24	17-Dec-24	10																																					
SW-1240	Install Landscaping C2.04	11-Dec-24	02-Jan-25	15																																					

CONTRACT SCHEDULE  
DECEMBER 19, 2022

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Activity ID	Activity Name	Start	Finish	Rem Dur			2023												2024												2025																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
					Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
	SW-1250	Stripe & Open Lot to Owner C2.04	03-Jan-25	09-Jan-25	5																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																

Remaining Level of Effort

Actual Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

Milestone

Second Baseline



Activity ID	Activity Name	Start	Finish	Rem Dur			2023												2024												2025																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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SW-1540	Safe Off Site - C2.08	26-Sep-24	02-Oct-24	5																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										

Remaining Level of Effort

Actual Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

Milestone

Second Baseline

CONTRACT SCHEDULE

DECEMBER 19, 2022

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Activity ID	Activity Name	Start	Finish	Rem Dur	2023												2024												2025																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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BB-1160	Paint / Seal Window Frames	21-Jul-23	27-Jul-23	5																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								

Remaining Level of Effort

Actual Level of Effort

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Remaining Work

Critical Remaining Work

Milestone

Second Baseline

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DECEMBER 19, 2022

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Activity ID		Activity Name	Start	Finish	Rem Dur	2023												2024												2025											
						Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
		BG-NS-1190	Signage Rough-in	22-Jan-24	26-Jan-24	5																																			
		BG-NS-1200	Metal Sill	05-Feb-24	01-Mar-24	20																																			
		BG-NS-1210	Install Signage	19-Feb-24	01-Mar-24	10																																			
		BG-NS-1220	Patch Roofing	19-Feb-24	23-Feb-24	5																																			
		BG-NS-1230	Cap Flashing	26-Feb-24	27-Feb-24	2																																			
		BG-NS-1270	Paint / Seal Windows	28-Feb-24	12-Mar-24	10																																			
		BG-NS-1240	Parapet Lighting	04-Mar-24	22-Mar-24	15																																			
		BG-NS-1250	Remove Scaffolding	25-Mar-24	29-Mar-24	5																																			
		BG-NS-1260	Punchlist	01-Apr-24	05-Apr-24	5																																			
Bldg G Final Inspections			08-Apr-24	12-Apr-24	5																																				
	BG-NS-1110	Final Inspections	08-Apr-24	12-Apr-24	5																																				
Building M			30-Oct-23	01-Feb-24	64																																				
Milestones			30-Oct-23	01-Feb-24	64																																				
	MS-BM-1000	NTP	30-Oct-23*		0																																				
	MS-BM-1010	Buildng M Completion		01-Feb-24	0																																				
Exterior Construction			30-Oct-23	25-Jan-24	59																																				
	BM-1000	Safe Off Area	30-Oct-23	03-Nov-23	5																																				
	BM-1010	Install Scaffolding Both Sides	06-Nov-23	13-Nov-23	5																																				
	BM-1020	Demo Existing Finish to Framing	14-Nov-23	21-Nov-23	6																																				
	BM-1030	Raised Parapet Framing	22-Nov-23	30-Nov-23	5																																				
	BM-1040	Install New EIFS System & Flashing Both Sides	01-Dec-23	29-Dec-23	20																																				
	BM-1070	Exterior Paint	02-Jan-24	08-Jan-24	5																																				
	BM-1090	Remove Scaffold	09-Jan-24	15-Jan-24	5																																				
	BM-1080	Coping @ All Parapet Walls	16-Jan-24	18-Jan-24	3																																				
	BM-1050	Punchlist	19-Jan-24	25-Jan-24	5																																				
Bldg M Final Inspections			26-Jan-24	01-Feb-24	5																																				
	BM-1060	Final Inspections	26-Jan-24	01-Feb-24	5																																				
Parking Garage P1			11-Aug-23	20-Oct-23	50																																				
Milestones			25-Aug-23	20-Oct-23	40																																				
	MS-P1-1000	NTP	25-Aug-23*		0																																				
	MS-P1-1010	Parking Garage P1 Competion		20-Oct-23	0																																				
Exterior Construction			11-Aug-23	13-Oct-23	45																																				
	PGP1-1005	DAIFS - P1 East	11-Aug-23	22-Sep-23	30																																				
	PGP1-1000	Prep & Paint 1 Level at a Time / 4 Floors	25-Aug-23	29-Sep-23	25																																				

- Remaining Level of Effort
- Actual Level of Effort
- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone
- Second Baseline



Activity ID	Activity Name	Start	Finish	Rem Dur	2023												2024												2025																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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PGP1-1010	New Striping 1 Level at a Time	11-Sep-23	06-Oct-23	20																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													

- Remaining Level of Effort
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- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone
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Activity ID	Activity Name	Start	Finish	Rem Dur	2023												2024												2025																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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MS-BD-1010	Building D Completion		05-Sep-24	0																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													</

Remaining Level of Effort

Actual Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

Milestone

Second Baseline

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Activity ID	Activity Name	Start	Finish	Rem Dur	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Milestones		04-Dec-23	12-Mar-24	70																																				
MS-BH-1000	NTP	04-Dec-23*		0															◆ NTP, 04-Dec-23*																					
MS-BH-1010	Building H Completion		12-Mar-24	0																◆ Building H Completion,																				
Exterior Construction		04-Dec-23	05-Mar-24	65																																				
BH-1000	Safe Off Area	04-Dec-23	08-Dec-23	5																█ Safe Off Area																				
BH-1010	Demo Ground Level Walls	11-Dec-23	15-Dec-23	5																█ Demo Ground Level Walls																				
BH-1020	Install Scaffold & Screening	18-Dec-23	02-Jan-24	10																█ Install Scaffold & Screening																				
BH-1040	Structural Engineer / Architect Inspection of Exi	26-Dec-23	02-Jan-24	5																█ Structural Engineer / Architect Inspection of Existing																				
BH-1050	Prep & Paint Exterior	03-Jan-24	30-Jan-24	20																█ Prep & Paint Exterior																				
BH-1060	New Porte Cochere Work	03-Jan-24	30-Jan-24	20																█ New Porte Cochere Work																				
BH-1070	Parapet Lighting	17-Jan-24	13-Feb-24	20																█ Parapet Lighting																				
BH-1090	Install New Parking lot with Canopy	14-Feb-24	27-Feb-24	10																█ Install New Parking lot with Canopy																				
BH-1120	Remove Scaffolding	14-Feb-24	27-Feb-24	10																█ Remove Scaffolding																				
BH-1110	Punchlist	28-Feb-24	05-Mar-24	5																█ Punchlist																				
Bldg H Final Inspections		06-Mar-24	12-Mar-24	5																																				
BH-1100	Final Inspections	06-Mar-24	12-Mar-24	5																█ Final Inspections																				
Building L		19-Apr-23	28-Dec-23	175																																				
Milestones		19-Apr-23	28-Dec-23	175																																				
MS-BL-1000	NTP	19-Apr-23		0																◆ NTP, 19-Apr-23																				
MS-BL-1010	Building L Completion		28-Dec-23	0																	◆ Building L Completion,																			
Exterior Construction		19-Apr-23	28-Dec-23	175																																				
West Side		19-Apr-23	29-Sep-23	115																																				
BL-WS-1000	Safe Off Area	19-Apr-23	25-Apr-23	5																█ Safe Off Area																				
BL-WS-1010	Install Scaffolding	26-Apr-23	09-May-23	10																█ Install Scaffolding																				
BL-WS-1020	Demo West Side	03-May-23	31-May-23	20																█ Demo West Side																				
BL-WS-1030	Structural Engineer Corrections if needed	17-May-23	31-May-23	10																█ Structural Engineer Corrections if needed																				
BL-WS-1040	Engineer Up Grades / Supports	01-Jun-23	14-Jun-23	10																█ Engineer Up Grades / Supports																				
BL-WS-1050	New EIFS System West side	15-Jun-23	27-Jul-23	30																█ New EIFS System West side																				
BL-WS-1090	Exterior Paint	28-Jul-23	03-Aug-23	5																█ Exterior Paint																				
BL-WS-1060	Install New Lighting Systems	04-Aug-23	24-Aug-23	15																█ Install New Lighting Systems																				
BL-WS-1110	Metal Screen Walls	25-Aug-23	08-Sep-23	10																█ Metal Screen Walls																				
BL-WS-1070	Remove Scaffolding	11-Sep-23	22-Sep-23	10																█ Remove Scaffolding																				
BL-WS-1100	Coping @ All Parapet Walls	11-Sep-23	15-Sep-23	5																█ Coping @ All Parapet Walls																				
BL-WS-1080	Punchlist	25-Sep-23	29-Sep-23	5																█ Punchlist																				

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Activity ID	Activity Name	Start	Finish	Rem Dur	2023												2024												2025																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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Remaining Level of Effort

Actual Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

Milestone

Second Baseline

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DECEMBER 19, 2022

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Activity ID		Activity Name	Start	Finish	Rem Dur			2023												2024												2025															
						Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct						
		Exterior Construction	13-May-24	16-Dec-24	150																																										
		BA-1000	Build Overhead Walkway Entrances / Safe Off	13-May-24	24-May-24	10																																									
		BA-1010	Scaffold Building All Sides	28-May-24	09-Jul-24	30																																									
		BA-1020	Demo Existing Metal Panels	10-Jul-24	06-Aug-24	20																																									
		BA-1030	Exterior EIFS Work	07-Aug-24	30-Oct-24	60																																									
		BA-1040	Lighting & Signage	10-Oct-24	21-Nov-24	30																																									
		BA-1070	Paint @ Roof & Windows	22-Nov-24	09-Dec-24	10																																									
		BA-1050	Punchlist	10-Dec-24	16-Dec-24	5																																									
		Bldg A Final Inspections		17-Dec-24	23-Dec-24	5																																									
		BA-1060	Final Inspection	17-Dec-24	23-Dec-24	5																																									
		Building K		16-Aug-24	01-Nov-24	55																																									
		Milestones		16-Aug-24	01-Nov-24	55																																									
		MS-BK-1000	NTP	16-Aug-24*		0																																									
		MS-BK-1010	Building K Completion		01-Nov-24	0																																									
		Exterior Construction		16-Aug-24	25-Oct-24	50																																									

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## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<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
<b>Business Designation Group (Please select all that apply)</b> <span style="float: right;">N/A</span>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 287</b>						
<b>Corporate/Business Entity Name:</b>		MARTIN HARRIS CONSTRUCTION, LLC				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		3030 S HIGHLAND DRIVE		<b>Website:</b> WWW.MARTINHARRIS.COM		
<b>City, State and Zip Code:</b>		LAS VEGAS, NV 89109		<b>POC Name:</b> FRANK 'GUY' MARTIN		
				<b>Email:</b> PROCUREMENT@MARTINHARRIS.COM		
<b>Telephone No:</b>		702-385-5257		<b>Fax No:</b> 702-384-7736		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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.

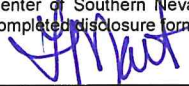
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
JACK LIVINGOOD	CHAIRMAN	68%
ROB MOORE	CEO	7%
CORY MOORE	PRESIDENT	6%

**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.)

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

  
 Signature  
 PRESIDENT  
 Title

FRANK 'GUY' MARTIN  
 Print Name  
 3/10/2022  
 Date

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

<b>Issue:</b>	<b>Award of Bid No. 2022-11, West Loading Dock Remodel, to Monument Construction</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board award Bid No. 2022-11, West Loading Dock Remodel, to Monument Construction, the lowest responsive and responsible bidder; authorize the Chief Executive Officer to exercise any Change Orders within his delegation of authority; or take action as deemed appropriate. (<i>For possible action</i>)</b>		

**FISCAL IMPACT:**

Fund Number: 5430.011                                      Fund Name: Clark County Capital Equipment Transfer  
 Fund Center: 3000999901                                      Funded Pgm/Grant: N/A  
 Description: Award of Bid 2022-11 West Loading Dock Remodel  
 Bid/RFP/CBE: Formal bid pursuant to NRS 338.1385  
 Term: 240 days from Notice to Proceed  
 Amount: NTE \$804,093.14  
 Out Clause: Immediate w/o cause, Budget Act and Fiscal Fund Out

**BACKGROUND:**

On October 19, 2022, Bid No. 2022-11 was published in the Las Vegas Review-Journal. This project entails the remodel and expansion of UMC's west loading dock area. The project is intended to reapportion space to increase material handling capacity and streamline work flow and the work consists of demolition of existing walls, ceiling structures, removal and replacement of existing dock leveling system, among other things.

On Thursday, December 1, 2022, UMC received responses from:

<u>Bids Received</u>	<u>Total Base Bid Amount</u>
DNI Construction Inc.	\$ 545,172.00*
Red Mesa Builders, Inc.	\$ 590,465.00*
Martin Harris Construction, LLC	\$ 686,481.00*
Blueprint Construction (NOTAJO, LLC)	\$ 770,105.00*
Monument Construction	\$ 804,093.14

*\*Bid is recommended for rejection*

Cleared for Agenda  
January 25, 2023

Agenda Item #

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All of the above bids were received and opened on December 1, 2022. The apparent low bid of \$804,093.14 was received from Monument Construction, who correctly submitted all required documentation within the relevant deadlines. The recommendation of award to Monument Construction is in accordance with NRS 338.1385(5), a public body or its authorized representative shall award a contract to the lowest responsive and responsible bidder.

The term of the agreement is 240 days from the date of the Notice to Proceed. UMC may terminate the agreement at any time for its convenience, upon written notice to Monument Construction.

UMC's Director of Facilities Maintenance and Manager of Facilities Maintenance have reviewed the bid documents and recommends award by the Governing Board.

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

Monument Construction currently holds a valid Clark County Business License.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their January 18, 2023 meeting and recommended for approval by the Governing Board.



**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

**BID FORM**

**BID NO. 2022-11**

**West Loading Dock Remodel**

**PWP NUMBER: CL- 2023-71**

**MONUMENT CONSTRUCTION**

**(NAME)**

**7787 EASTGATE ROAD #110, HENDERSON, NV 89011**

**(ADDRESS)**

**I, THE UNDERSIGNED BIDDER:**

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

**West Loading Dock Remodel**

6. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **Disclosure of Ownership/Principals** form within 24-hours of request.
7. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **Bid Attachment 8, Schedule of Values**, by 5:00 PM of the next business day.
8. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **Bid Attachment 6, Project Workforce Checklist**, by 5:00 PM of the next business day.
9. I acknowledge that if notified that I am the low BIDDER, I must submit Exhibit D, **Prime Contractor Acknowledgement of UMC Procedures & Practices and the Representations and Certifications** form by 5:00 PM of the next business day.
10. I acknowledge that my bid is based on the current State of Nevada prevailing wages, if applicable.
11. I acknowledge that I have not breached a public work contract for which the cost exceeds \$25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.
12. I will provide the following submittals within ten (10) business days from receipt of Notice of Intent to Award:
  - a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for 100% of the Contract amount as required.
  - b) Certificates of insurance for Commercial General Liability in the amount of \$1,000,000, Automobile Liability in the amount of \$1,000,000, Pollution Liability, which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of \$1,000,000 including Asbestos Abatement Liability (proof of subcontractor certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.
  - c) The apparent low BIDDER must submit a Request for Waiver form, included in Attachments, for the Bidder and all named (used) subcontractors. All supporting documentation for waiver(s) must be submitted with the Request for Waiver form.
13. I acknowledge that if I do not provide the above submittals on or before the **tenth** business day after Notice of Intent to Award or do not keep the bonds or insurance policies in effect, or allow them to lapse during the performance of the Contract; I will pay over to the OWNER the amount of **\$100.00** per day as liquidated damages.
14. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.
15. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days **specified in the General Conditions**.
16. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
17. I have carefully checked the figures below and the OWNER will not be responsible for any error or omissions in the preparation or submission of this Bid.
18. I agree no verbal agreement or conversation with an officer, agent or employee of the OWNER, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.
19. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No. <u>1</u>	dated, <u>11.02.2022</u>	Addendum No. _____	dated, _____
Addendum No. <u>2</u>	dated, <u>11.04.2022</u>	Addendum No. _____	dated, _____
Addendum No. <u>3</u>	dated, <u>11.22.2022</u>	Addendum No. _____	dated, _____
Addendum No. <u>4</u>	dated, <u>11.28.2022</u>	Addendum No. _____	dated, _____

West Loading Dock Remodel

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

ITEM NUMBER	ITEM DESCRIPTION	LUMP SUM
1.	DIVISION 01 - GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES , PERMITS	\$237,014.29
2.	DIVISION 02 –EXISTING CONDITIONS	\$12,603.71
3.	DIVISION 03- CONCRETE	\$37,722.17
4.	DIVISOIN 04 - MASONRY	\$35,583.60
5.	DIVISOIN 06 - MILLWORK	\$12,088.94
6.	DIVISOIN 07 – THERMAL AND MOISTURE PROTECTION	\$
7.	DIVISION 08 - OPENINGS	\$19,723.99
8.	DIVISOIN 09 - FINISHES	\$112,681.40
9.	DIVISION 11 - LOAD DOCK LEVELERS	\$10,072.53
10.	DIVISOIN 21 – FIRE SUPPRESION	\$51,430.16
11.	DIVISOIN 22 - PLUMBING	\$
12.	DIVISION 23 – HEATING VENTILATING AND AIR CONDITONING (INCLUDING BUILDING CONTROLS INTEGRAITON. HONEYWELL)	\$56,459.31
13.	DIVISOIN 26 – ELECTRICAL	\$29,376.63
14.	DIVISION 27 – COMMUNICATIONS	\$
15.	DIVISION 28 – ELECTRONIC SAFETY AND SECURITY (HONEYWELL)	\$53,375.40
16.	ICRA COMPLINACE MEASURES	\$8461.01
17.	PERMITS AND FEES	\$15,000.00
18.	CONTINGENCY	\$112,500.00
	TOTAL BID AMOUNT	<b>\$804,093.14</b>

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

ADDITIVE ALTERNATES

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

Alternative	ITEM DESCRIPTION	TOTAL
1.	SUPPLY & INSTALL TWO (2) CIRCLUAR FANS ALONG BACK WALL	\$19,000.00
2.	INFILL ELEVATOR PIT LEVEL WITH BASEMENT FLOOR	\$7,319.50
3.		\$
		ADD ALTERNATES AMOUNT- <b>\$26,319.50</b>

Alternative	ITEM DESCRIPTION	TOTAL
		GRAND TOTAL BID AMOUNT - <b>\$830,412.64</b>

21. BUSINESS ENTERPRISE INFORMATION:

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

22. BUSINESS ETHNICITY INFORMATION:

The BIDDER submitting the Bid Ethnicity is ☒ Caucasian (CX) ☐ African American (AA) ☐ Hispanic American (HA) ☐ Asian Pacific American (AX) ☐ Native American (NA) ☐ Pacific Islander (PI)  
☐ Other as defined in the Instructions to Bidders.

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

- ☒ Yes If yes, the Bidder acknowledges that he/she is required to follow the requirements set forth in the Affidavit (Bid Attachment 3).  
☐ No I do not have a Certificate of Eligibility to receive preference in bidding.

24. Monument Construction

**LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT**

7787 Eastgate Rd #110  
 ADDRESS OF FIRM

Henderson, NV 89011  
 CITY, STATE, ZIP CODE

(480) 434-8370  
 TELEPHONE NUMBER

(702) 947-2602  
 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: 0080649 and 0075502

LICENSE CLASS: A and B

LICENSE LIMIT: Unlimited

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

DUN & BRADSTREET NUMBER 019608290

CLARK COUNTY BUSINESS LICENSE NO.

1002121653

STATE OF NEVADA BUSINESS LICENSE NO.

NV20101633041

Jon Wayne Nielsen

Jwn@buildmonuments.com

AUTHORIZED REPRESENTATIVE  
(PRINT OR TYPE)



SIGNATURE OF AUTHORIZED  
REPRESENTATIVE

E-MAIL ADDRESS

Dec 1, 2022

TODAY'S DATE





January 25, 2023

Monument Construction  
Attn: Parth Gandhi  
7787 Eastgate Rd. #110  
Henderson, NV 89011

Dear Mr. Gandhi:

On behalf of University Medical Center of Southern Nevada, I want to inform you that *Monument Construction* is hereby awarded Bid No. 2022-11 for West Loading Dock Remodel. The Agreement will commence on February 1, 2023.

Should you have any questions, please direct them to:

John Goodnow  
Contracts Specialist  
Phone: 702.671-1076  
E-mail: [john.goodnow@umcsn.com](mailto:john.goodnow@umcsn.com)

I thank you for your interest in doing business with UMC and I look forward to a great working relationship with your company.

Sincerely,

Mason VanHouweling  
Chief Executive Officer

**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

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 14</b>						
<b>Corporate/Business Entity Name:</b>		Monument Construction				
<b>(Include d.b.a., if applicable)</b>		Monument				
<b>Street Address:</b>		7787 Eastgate Road, Unit 110		<b>Website:</b> www.buildmonuments.com		
<b>City, State and Zip Code:</b>		Henderson, Nevada 89011		<b>POC Name:</b> Parth Gandhi		
				<b>Email:</b> parth@buildmonuments.com		
<b>Telephone No:</b>		702.530.2303		<b>Fax No:</b> 702.947.2602		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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)
Jon Wayne Nielsen	President	100%

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

- Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☐ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature _____ Project Manager	Parth Gandhi _____ Print Name 03.10.2022 _____ Date
---------------------------------------	--

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

---

***For UMC Use Only:***

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

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

<b>Issue:</b>	<b>First Amendment to Coding Services Agreement with Medovent Solutions</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the First Amendment to Coding Services Agreement with Medovent Solutions; authorize the Chief Executive Officer to exercise any future Amendments within his yearly delegation of authority; or take action as deemed appropriate. (<i>For possible action</i>)</b>		

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000870000	Funded Pgm/Grant: N/A
Description: Onsite and Remote Coder Services	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: October 27, 2022 – October 26, 2024	
Amount: First Amendment – \$4,424,803.22 (includes prior billing); new aggregate NTE \$9,894,803.22	
Out Clause: 30 days w/o cause	

**BACKGROUND:**

On October 27, 2021, the Governing Board approved the Coding Services Agreement with Medovent Solutions (“Medovent”) to provide onsite and remote contracted coding staff to supplement UMC’s current coding staff, who are proficient in ICD-9 and ICD-10 translation of medical terminology, and documentation within the Electronic Health Record. The initial Agreement Term was from October 27, 2021, to October 26, 2024, with the options to extend for two (2) 1 year periods, and the potential aggregate of NTE \$5,470,000.00 for (5) years.

This First Amendment requests to increase the funding for Coding and CDI consultant services for the Agreement Term dates of October 27, 2022, through October 26, 2024, and NTE amount of \$9,894,803.22. This amount includes funding appropriations for services incurred through October 26, 2022 to retain current services.

UMC’s Director of Health Information Management has reviewed and recommends approval of this Amendment.

This Amendment has been approved as to form by UMC’s Office of General Counsel

Cleared for Agenda  
January 25, 2023

Agenda Item #

**18**

Medovent currently holds a Clark County business license.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their January 18, 2023 meeting and recommended for approval by the Governing Board.



**EXHIBIT A Amendment to UMCSN MSA**

This First Amendment (the "Amendment") is issued pursuant to the Coding Services Agreement (the "Agreement") between Medovent Solutions, a Florida Corporation with an office located at 1818 Australian Avenue, Suite 300, West Palm Beach, Florida 33409 ("Company") and University Medical Center of Southern Nevada ("Hospital").

This Amendment will revise the annual not to exceed amount for Coding and CDI services for the term date of 10/27/22-10/26/24.

In the text box below, the current services lines and consultants requested by the HIM department, along with the annual costs for each. The travel allotment is also listed and included in the total annual billing amount.

3 current OP CDI: \$579,120.00
2 current IP CDI: \$386,080.00
7 current Profee coders: \$768,096
1 current CDI Manager: \$233,680.00
Travel allotment: \$200,000.00
Total Annual Billing: \$ 2,166,976.00

The new proposed annual not to exceed amount for Coding and CDI consultant services will be \$2,166,976.00 for the term dates of 10/27/22-10/26/24.

The new aggregate not-to-exceed amount for the five (5) year term will be \$9,761,904.00

This Amendment will be added to the current terms of Agreement in place and will not change any other aspect of our Agreement. All Rates and travel policy will stay the same. If any additions will be made at the facilities request, Company will submit a Statement of Work to the Hospital's HIM director and Contract specialist for approval of any additions.



EXHIBIT A Amendment to UMCSN MSA

This Amendment may require an on-site travel commitment. Please see the Travel Policy and Rate card in original MSA page 8,9, and 11 per Hospital travel policy. It has also been provided below. No changes will be made to the current travel policy or rate card provided by Hospital.

Clinical Documentation Integrity Services	Rate
CDI Specialist (IP/OP)	\$95 per hour
CDI Auditor	\$105 per hour
CDI Manager	\$115 per hour
CDI Director	\$135 per hour
Health Information Management Services	
Inpatient Coder	\$64 per hour
Inpatient Coding Auditor	\$89 per hour
Coding Manager	\$95 per hour
Outpatient Coder/SDS/Observation	\$60 per hour
Outpatient Coding Auditor	\$80 per hour
ED/Ancillary	\$58 per hour
Professional Services Coder	\$54 per hour
Professional Coding Services Auditor	\$75 per hour

TRAVEL AND EXPENSE POLICY:

Travel Policy

For pre-approved on-site travel by HOSPITAL, the following are the acceptable travel guidelines for reimbursement of travel costs: Reimbursement shall only be for the contract personnel.

Transportation:

- Domestic Airlines (Coach Ticket). Number of trips must be approved by HOSPITAL.
- Personal Vehicle: HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel.

Meals: All meal charges will be paid up to and not to exceed \$50 per day. This includes a 15% tip.

Lodging: Lodging will either be booked by HOSPITAL or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed \$150 per night.

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid-size or smaller.



EXHIBIT A Amendment to UMCSN MSA

Remittance:

Remittance by Check	Medovent Solutions LLC
Address	P.O. Box 101004
	Atlanta, GA 30392-1004
Remittance by wire or ACH	Wells Fargo Bank, NA
Address	255 2nd Ave South
	Minneapolis, MN 55479
Account Number	2000045334658
Wire ABA Routing Number	121000248
ACH ABA Routing Number	121000248
Notes	Please embed your remittance advice in your EFT
Email for Remit Advice	<a href="mailto:remit@medoventsolutions.com">remit@medoventsolutions.com</a>

The Terms of this First Amendment are agreed to as of the last date of signature below by:

Client: University Medical Center Southern Nevada

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

Name: Mason Van Houweling

Title: CEO

Date:

Medovent Solutions

By: April Samson

Name: April Samson

Title: Account Manager

Date: 1/6/23



**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<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
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b>		Medovent Solutions LLC				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		1818 S. Australian Ave Suite 300		<b>Website:</b> www.medoventsolutions.com		
<b>City, State and Zip Code:</b>		West Palm Beach, FL 33409		<b>POC Name:</b> Chris Aulisio <b>Email:</b> caulisio@medoventsolutions.com		
<b>Telephone No:</b>		570-650-9536		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> <b>(If different from above)</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

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)
Marc Sbraccia	Managing Partner	26%
Michael Baker	Managing Partner	26%
Chris Aulisio	Managing Partner	26%
Kimberly Fortuna	Minority Partner	7.33%
John fay	Minority Partner	7.33%
Marc Veltrano	Minority Partner	7.34%

**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.



DocuSigned by:  
*Chris Aulisio*  
51A3EEF8AD904A2...

**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

Signature \_\_\_\_\_  
VP of Business Development \_\_\_\_\_  
Title \_\_\_\_\_

Chris Aulisio \_\_\_\_\_  
Print Name \_\_\_\_\_  
10/12/2021 \_\_\_\_\_  
Date \_\_\_\_\_

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

<b>Issue:</b> Agreement with Steris Corporation for Surgical Lights and Equipment Booms	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Agreement with Steris Corporation for Surgical Lights and Equipment Booms; authorize the Chief Executive Officer to exercise any future Amendments within his delegated authority; or take action as deemed appropriate. (<i>For possible action</i>)</b>	

**FISCAL IMPACT:**

Fund Number: 5430.011	Fund Name: CC Cap Equip Transfer
Fund Center: 3000999901 / 3000702100	Fund Name: UMC Operating Fund
Description: Surgical Lights and Equipment Booms – Phase 2	Funded Pgm/Grant: N/A
Bid/RFP/CBE: NRS 450.525 & NRS 450.530 – GPO	
Term: Estimated 15 months for build out and installation; one-year warranty on equipment	
Amount: NTE \$1,831,693.16	
Out Clause: Budget Act / Fiscal Fund Out	

**BACKGROUND:**

This request is to enter into a new Agreement for surgical lights and equipment booms with Steris Corporation (“Steris”), an HPG vendor whereby UMC will purchase medical equipment through Steris and Steris will perform renovation and installation of that equipment in UMC’s operating room 15 and 16. The installation is estimated to take place over the course of fifteen (15) months, and UMC will compensate Steris for a NTE amount of \$1,831,693.16 for the turnkey project. Staff also requests authority for the CEO to execute any future Amendments for the project (such as change orders) that are within his delegation of authority if deemed beneficial to UMC.

This Agreement is being entered into pursuant to HPG contract #379. 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.

UMC’s Director of Surgical Services has reviewed and recommends approval of this Agreement.

This Agreement has been approved as to form by UMC’s Office of General Counsel.

Cleared for Agenda  
January 25, 2023

Agenda Item #

**19**

Steris currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their January 18, 2023 meeting and recommended for approval by the Governing Board.

**Agreement between University Medical Center of Southern Nevada and STERIS  
Corporation for  
Surgical Lights and Equipment Booms**

This Agreement ("Agreement") 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 "Customer" or "Owner"), and STERIS Corporation (hereinafter referred to as "STERIS") and shall incorporate all the terms and conditions of the purchasing agreement between STERIS and HEALTHTRUST PURCHASING GROUP, L. P. ("HealthTrust") dated September 30, 2022. (Customer and STERIS are each referred to herein individually as a "Party" and collectively as the "Parties").

**RECITALS:**

A. Owner and STERIS have entered into this Agreement that incorporates the STERIS HealthTrust Purchasing Agreement for Surgical Lights and Equipment Booms dated as of September 30, 2022 (the "Original Agreement"; the Original Agreement). The Agreement terminates the date Owner is no longer a member of HealthTrust. In the event of any inconsistencies between the terms of the Original Agreement and this Agreement, the terms of this Agreement shall prevail.

B. Pursuant to the terms of the Original Agreement, Owner desires to procure from STERIS certain STERIS equipment to be installed in multiple operating rooms at University Medical Center of Southern Nevada, and, as part of such installation of such STERIS equipment, have requested STERIS to manage, on behalf of Owner, the design and construction required for such equipment installation (the "Total Project").

C. The Total Project includes eighteen operating rooms, one endocrine room, the locker rooms, and bathrooms.

D. The Total Project is anticipated to be completed in three (3) separate phases as follows: (a) renovation of two operating rooms, one endoscopy room, locker rooms, and bathrooms as well as the installation of the equipment provided ("Phase 1"); (b) renovation and installation of equipment in OR's 15 and 16 as set forth in the STERIS Quotation (defined below), together ("Phase 2"); and (c) renovation and installation of equipment in 14 OR's, 3 Endo Rooms and 3 Trauma rooms ("Phase 3"; Phase 1, Phase 2 and Phase 3 are hereinafter referred to collectively as the "Phases", and each individually as a "Phase"), and each Phase shall be evidenced by a separate amendment to the Agreement.

E. This Agreement evidences and relates only to Phase 2 (hereinafter referred to as the "Project") and the parties anticipate future amendments to the Agreement to add and reflect Phase 3.

F. STERIS has submitted, and Owner has accepted, that certain Quotation from STERIS dated September 30, 2022 relating to Phase 2, a copy of which is attached hereto as **Exhibit A** and by such attachment made a part hereof (the "STERIS Quotation").

G. STERIS has submitted, and Owner has accepted, that certain installation and renovation services Design and Construction Scope of Work, attached hereto as **Exhibit B** and by such

attachment made a part hereof (the "Design and Construction Design and Construction Scope of Work").

In consideration of good and valuable consideration, the Parties agree to amend the Agreement and the following provisions are hereby added to the Agreement:

## **I. GENERAL**

- 1.1. PWP ID Number: PWP-CL-2023-188
- 1.2. STERIS, as development and management agent for and on behalf of the Customer, agrees to engage SR Construction, Inc. ("Design-Builder") to provide design and construction services required to complete the Design and Construction Scope of Work. The parties acknowledge that Design-Builder is trained in the specialized construction processes associated with the required modifications for, and extended installation of, **operating and endoscopy room medical equipment** as described in the Design and Construction Scope of Work. Notwithstanding any term or provision of the Agreement to the contrary, the parties acknowledge and agree that STERIS' obligations under this Agreement include appropriately contracting with Design-Builder on behalf of Customer as required by the terms of this Agreement and to use all commercially reasonable efforts to cause Design-Builder to comply with the terms and conditions of this Agreement and the terms of the design-build agreement to be entered into by and between Design-Builder and STERIS on behalf of Customer (the "Design-Build Agreement"), all as more particularly set forth in this Agreement. STERIS, however, remains solely liable to Customer and fully responsible for obligations, services, and functions performed by Design-Builder on the Project to the same extent as if such obligations, services and functions were performed by STERIS' employees or agents and for purposes of this Agreement, such work will be deemed work performed by STERIS. Furthermore, STERIS shall be the primary point of contact with Customer concerning issues associated with the Project, including but not limited to, all issues of subcontracted work with Design-Builder or any other parties engaged by or on behalf of Design-Builder.
- 1.3. In no event shall STERIS or any affiliate or employee of STERIS be responsible for the negligence of Design-Builder or any consultant, contractor, architect or engineering engaged by or on behalf of Design-Builder. Design-Builder shall remain solely responsible directly to Customer for any such negligence or failure and STERIS shall require such language in its agreements with Design-Builder.
- 1.4. For the Design and Construction Scope of Work to be provided by Design-Builder, Customer agrees to pay the amount of **\$1,831,693.16**, all as more fully set forth in the Design and Construction Scope of Work (the "Contract Price"). The Contract Price shall be subject to increase as a result of force majeure, changes or delays caused by Owner, unknown or unforeseen circumstances or conditions, price escalation, supply-chain disruption, epidemics, pandemics, changes in law, fire, weather, labor disputes, war, civil unrest, strikes, unavailability of labor or materials, delays in deliveries, unanticipated fees, allowances or unit prices being exceeded, or any other reason beyond the reasonable control of STERIS or Design-Builder. The Contract Price is based upon a visual inspection of the exterior of the rooms and no destructive or other inspections or investigations have been performed. No investigation was performed to uncover or detect all existing building conditions. Any unforeseen or undetectable conditions not identified by a visual inspection are not included in the Contract Price. Customer also agrees that the time for performance of the Design and Construction Scope of Work shall be extended to the extent any of the

foregoing causes identified in this Section 1.3 causes a delay in the performance of the Design and Construction Scope of Work.

- 1.5. STERIS has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed directly by STERIS in the performance of the services hereunder. STERIS shall indemnify, defend and hold Customer harmless from all matters relating to the payment of STERIS' employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- 1.6. SR Construction is an independent contractor engaged by STERIS on behalf of the Customer.
- 1.7. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, the Design-Builder be responsible for maintaining safe working conditions during the performance of the Project and for conducting its obligations under this Agreement 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. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause and shall require in its contracts and agreements with Design-Builder that, the Design-Builder continually and diligently inspect all equipment, materials and work to discover any conditions which might involve such risks. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause and shall require in its contracts and agreements with Design-Builder that, the Design-Builder 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. STERIS shall notify Customer in writing of the name of the Design-Builder's assigned employee responsible for safety and health including a twenty-four-hour telephone number prior to commencement of work. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to require, and shall require in its contracts and agreements with Design-Builder that, the Design-Builder comply with all requirements of Nevada Revised Statute Chapter 618, Occupational Safety and Health, Nevada Administrative Code Chapter 618 and have established an active Safety Program in accordance therewith.
- 1.8. STERIS and its Design-Builder acknowledges that Customer has an obligation to ensure that public funds are not used to subsidize private discrimination. STERIS recognizes that if it is found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; Customer may, during the performance of the Project, declare STERIS in breach of this Agreement, terminate the Agreement, and designate STERIS as non-responsible.
- 1.9. STERIS acknowledges that STERIS, Design-Builder and any subcontractors, agents or employees employed by STERIS or Design-Builder, as the case may be, shall not, under any circumstances, be considered employees of Customer, and that they shall not be entitled to any of the benefits or rights afforded employees of Customer, 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. Customer will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of STERIS or any of its officers, employees or other agents.

- 1.10. STERIS shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by STERIS, its principals, officers, employees, agents, subcontractors and suppliers required to complete the Design and Construction Scope of Work. STERIS will, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, the Design-Builder be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Design-Builder, its principals, officers, employees, agents, subcontractors and suppliers required to complete the Design and Construction Scope of Work. In performing the specified services, STERIS shall use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, Design-Builder follow practices consistent with generally accepted professional and technical standards.
- 1.11. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, the Design-Builder ensure all services performed as part of the Project are in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. STERIS will cause Design-Builder to agree that the services performed as part of the Project will not violate or infringe on any copyright or patent rights. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, the Design-Builder, without additional compensation, correct or revise any errors or omissions in the services performed as part of the Project which are not in accordance with the representations and warranties provided in this Agreement. Permitted or required approval by Customer of any products or services furnished by STERIS, or its agents or subcontractors, shall not in any way relieve STERIS of responsibility for the professional quality and technical accuracy and adequacy of services provided by STERIS. Customer's review, approval, acceptance, or payment for any of STERIS's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and STERIS shall be and remain liable in accordance with the terms of this Amendment and applicable law for all damages to Customer caused by STERIS's negligent performance or failures to perform under this Agreement.
- 1.12. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, Design-Builder follow all Infection Control measures in the work areas for the Project; negative pressure, dust control, and constant housekeeping to prevent the spread of dust at and around Customer's facilities.
- 1.13. Off-Site parking will be provided for STERIS and Design-Builder. The parking is located at 625 Shadow Lane, 89102 (Clark County Health District Facility). STERIS, Design-Builder and subcontractor(s) will not be allowed to park any vehicles on site, other than for temporary loading and unloading.
- 1.14. Personnel on site - STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, Design-Builder abide by the relevant compliance policies of the Customer, including its corporate compliance program, Vendor Access Roles and Responsibilities policy, I-66 policy and Code of Ethics, the relevant portions of which are available to STERIS and Design-Builder upon request, and Customer's Vaccine Policy, as may be amended from time to time, and must register through Customer's vendor management/credentialing system prior to arriving onsite at any of Customer's facilities. Design-Builder's employees,

agents, subcontractors and/or designees who do not abide by Customer's policies may be barred from physical access to Customer's premises

- 1.15. Infection Control Requirements - at STERIS' and/or Design-Builder's sole cost and expense, all STERIS and Design-Builder personnel working on-site on the Project are required to adhere to Customer's Infection Control requirements as outlined below:
  - a. Evidence of annual TB testing (2 years), a current 2 step TB test, or a current IGRA blood test. Individuals with a positive TB test must have proof of a past positive test, a negative sign and symptom review and a negative chest x-ray within the last year if applicable.
  - b. Or, in-lieu of the above TB testing, STERIS and Design-Builder personnel may elect to complete weekly health screening forms and abide by any/all recommendations/requirements set forth by Customer's Infection Control Department.
  - c. Current seasons' Influenza vaccine is encouraged for all STERIS/Design-Builder personnel. However, Customer's Infection Control Department reserves the right to require this vaccine at any time. All personnel will follow Customer's EH6.5 Influenza Policy (Influenza season is generally November through March).

## II. LICENSE

- 2.1. STERIS shall, on behalf of Customer, engage the Design-Builder who shall be appropriately qualified and properly licensed to perform the particular work pursuant to the provisions of the Nevada Revised Statutes Chapter 624.
  - a. STERIS shall require Design-Builder/Independent Contractors, to comply with all provisions of Nevada Revised Statutes, Chapter 624, during the bidding phase and Nevada Administrative Code, Chapter 624, through completion of the project.
  - b. STERIS shall require Design-Builder to comply with all provisions of Nevada Revised Statutes, Chapter 338.017, Section 1, Paragraph 2, regarding Federal Debarment.
- 2.2. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, Design-Builder to comply with the Journeyman and Master Electrician and Plumbing Examination Program as follows:
  - a. All electricians providing supervision of electrical work on this project are required to possess a valid Clark County Development Services card appropriate to the scope of work being performed. The categories are Master Electrician and Journeyman Electrician, which have passed the International Code Council (ICC) Contractor Examination Services testing at [www2.ICCSAFE.org](http://www2.ICCSAFE.org) or by calling 1-888-422-7233.
  - b. All plumbers providing supervision of the plumbing work on this project are required to possess a valid Clark County Development Services card for the appropriate scope of work being performed. The categories are Master Plumber and Journeyman Plumber. Tests are administered by the Southern Nevada Board of Plumbing Examiners (SNBOPE) at [www.NBOPE.org](http://www.NBOPE.org) or by calling 1-877-457-6482.
  - c. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, Design-Builder validate that its employee(s) providing supervision for the scope performed maintain current valid cards, and to provide within twenty-four (24) hours of a request by Customer, proof of current and valid cards for individuals planned or performing the supervision identified herein. Should any of these supervising



employee's cards expire, that employee shall be replaced immediately with another qualified valid cardholder without any additional cost to Customer.

- d. Customer staff, including but not limited to, from Imaging Services, Plant Operations, Administration and/or their contracted staff will perform unscheduled site visits to validate that the workers performing the electrical and plumbing work are in compliance with these requirements. Employees found performing work without the proper proof of compliance (valid card) shall be immediately replaced as specified above without any additional cost or associated impacts to Customer.
- 2.3. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, Design-Builder to comply with the Apprenticeship Utilization Act as follows:
- a. Design-Builder shall be bound by and comply with Senate Bill 207 of the 2019 Nevada Legislative Session ("Statute"), which requires employment of Apprentices in Public Works, whenever the actual value of the contract totals \$100,000 or more. Design-Builder shall abide by the Apprenticeship Standards, including the ratio of four (4) journeymen for each Apprentice and the Committee's (local joint committee on apprenticeship) jurisdiction to determine all Apprentice disputes with STERIS or STERIS shall request a waiver from Client, providing documentation justifying the waiver.
  - b. Design-Builder shall agree to pay: (i) wages to the Apprentice, less authorized deductions, according to the Apprentice wage schedule set forth in the Apprenticeship Standards (Form 5910), and (ii) fringe benefit contributions pursuant to the terms of the Trust Agreements creating them and the Apprenticeship Standards. Design-Builder shall agree to pay the appropriate hourly contributions rates to each applicable Trust Fund, and any other employee benefit Fund required, for each hour worked by the Apprentice on the Public Works Project. Contribution payments shall be made at the time, place and in the manner directed by the Trust Funds' Administrator.
  - c. STERIS agrees to submit and shall, on behalf of Customer, use all commercially reasonable efforts to cause the Design-Builder to submit a complete monthly fringe benefit Contribution Report, identifying all work performed by the named Apprentice on the Public Works Project (subject to this Agreement), together with payment of any amounts owed. Both the Contribution Report and payments shall be submitted to the Administrator designated by the employee benefit Trust Funds, and to any other employee benefit Fund listed.
  - d. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, Design-Builder review SB 207, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: <http://www.labor.nv.gov>, or by calling (702) 486-2650. Per NAC 338.040, after a contract has been awarded, the Apprenticeship Utilization Act is in effect for the duration of the project. **Please note that if a change order causes a contract to exceed \$100,000, the Customer will audit the entire contract period.**

### III. PREVAILING WAGES

- 3.1. STERIS, Design-Builder and its 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. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, Design-Builder ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the contract totals \$100,000 or more. Design-Builder 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: <http://www.labor.nv.gov>, or by calling (702) 486-2650. Per NAC 338.040, after a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the duration of the project. **Please note that if a change order causes a contract to exceed \$100,000, Customer will audit the entire contract period.**

- 3.2. In accordance with NRS 338.013.3, STERIS shall, on behalf of Customer, use all commercially reasonable efforts to require, and shall require in its contracts and agreements with Design-Builder that, Design-Builder to report to the Labor Commissioner and Customer 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.
- 3.3. In accordance with NRS 338.060 and 338.070, STERIS and Design-Builder shall forfeit as a penalty to the Customer amounts specified in NRS 338.060, for each calendar day or portion thereof that each workman employed on the Customer's project is paid less than the designated rate for any work done under the Agreement by STERIS, Design-Builder or any subcontractor under it. If STERIS, Design-Builder or any subcontractor on the project fails to submit the certified payroll reports to the Customer within **15 calendar days** after the end of the month, STERIS and Design-Builder shall forfeit as a penalty to the Customer, amounts specified in NRS 338.060, for each calendar day or portion thereof for each workman employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of STERIS' business to determine the amount per worker per day to be imposed. Any 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, STERIS shall reimburse Customer for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorneys' fees.
- 3.4. In accordance with NRS 338.070, STERIS shall require that Design-Builder and each of its subcontractors, shall keep or cause to be kept on the forms provided in **Exhibit E**:
  - a. An accurate record showing for each worker employed by the subcontractor;
    - i. The name of the worker;
    - ii. The occupation of the worker;
    - iii. 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
    - iv. The actual per diem, wages, and benefits paid to the worker; and
  - b. An additional accurate record showing for each worker employed by the 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 the State of Nevada. STERIS, Design-Builder and all its subcontractors shall ensure that a copy of each record for each calendar month, together with a cumulative summary of the percentage of workers that hold a valid driver's license or identification card issued by the State of Nevada, is received by the Customer no later than 15 days after the end of the month. The copy of the record maintained pursuant to paragraph one (1) of this section must be open to public inspection, as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph two (2) of this section is **confidential and not open to public inspection**. STERIS, Design-Builder 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 STERIS, Design-Builder and each subcontractor shall be submitted to the Customer at the following address:

University Medical Center of Southern Nevada  
Attn: Contracts Management  
1800 West Charleston Blvd.  
Las Vegas, Nevada 89102

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

- 3.5. **STERIS shall, on behalf of Customer, use all commercially reasonable efforts to require**, and shall require in its contracts and agreements with Design-Builder that, **the Design-Builder comply with the requirements of NRS 338.020 and post, in a generally visible place to the Workmen, the Nevada prevailing Wage Rates and all addenda.**
- 3.6. **Certified Payroll Reports:** Pursuant to NRS 338.070, on any public work contract awarded for more than \$100,000, STERIS, Design-Builder and each subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem wages and benefits paid to each workman employed by it in connection with the public work. STERIS, Design-Builder and each subcontractor are required to submit a copy of the record for each calendar month to the Customer no later than 15 calendar days after the end of the month for the purposes of public inspection. Design-Builder 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. Design-Builder shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from STERIS by the public body because Design-Builder failed to submit certified payroll reports within 15 calendar days after the end of the month if the subcontractor provided certified payroll reports to Design-Builder within 10 calendar days after the end of the month or the date agreed upon by STERIS, Design-Builder and subcontractor. Design-Builder shall submit a copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project. Certified Payroll Reports will be available for public viewing.

#### **IV. INSURANCE**

- 4.1. STERIS and Customer agree that for the Total Project only, STERIS will provide the insurance as required herein in a form as provided in **Exhibit C** and these requirements

supersede and replace the insurance requirements in the Original Agreement. STERIS further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the Customer to make any payment under this Agreement, to provide the Customer with a certificate of insurance evidencing the required insurance. STERIS shall require Design-Builder, procure and maintain, during the term of the Project, insurance coverage equal to that required of STERIS in this Agreement.

- 4.2. STERIS agrees to maintain required workers' compensation coverage throughout the entire term of the contract. If STERIS does not maintain coverage throughout the entire term of the contract, STERIS agrees that Customer may, at any time the coverage is not maintained by STERIS, order STERIS to stop work, assess liquidated damages as defined herein, suspend the contract, or terminate the contract. Such insurer shall be 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 STERIS has employees.
- 4.3. STERIS shall furnish not later than **ten (10) business days** after Customer's written request for certificates, certificates evidencing the insurance as indicated below. The certificates for each insurance policy shall be completed and signed by STERIS's broker authorized to bind coverage on its behalf.
- 4.4. As a condition precedent to receiving payments, STERIS shall have on file with Customer current certificates of insurance evidencing the required coverage.
- 4.5. Customer 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.).
- 4.6. STERIS shall furnish renewal certificates to the Customer for the required insurance during the period of coverage required by this Agreement. STERIS will furnish renewal certificates on an annual basis for the same coverage as required in this Agreement. The request for updated renewal certificates will be sent by the Customer to STERIS 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 of expiration**.
- 4.7. Customer, its Officers, employees, agent, and volunteers shall be included as additional insured's under the Commercial General Liability policies required to be carried under this Agreement.
  - a. STERIS' insurance shall be primary under the required General Liability and Auto Liability insurance as respects Customer, its officers, employees, agents, and volunteers on this Project. Any other coverage (insurance or otherwise) available to Customer, its officers, employees, and volunteers shall be excess over the insurance required of STERIS and shall not contribute with it.
- 4.8. Intentionally omitted.
- 4.9. Intentionally omitted.
- 4.10. STERIS shall obtain and maintain, or cause to be obtained and maintained, for the duration of this Agreement, 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 provided by STERIS, its agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in STERIS' Quote or the Contract Price. 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.

4.11. STERIS is required to obtain and maintain, or cause to be obtained or maintained, the following coverage:

- a. Commercial General Liability: Commercial General Liability coverage shall be on "occurrence" basis only and not "claims made." The coverage must be provided on either an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability insurance form or equivalent. Policies must contain a primary and non-contributory clause or endorsement and must contain a waiver of subrogation endorsement. Policies must include coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual liability and independent contractors. STERIS shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal and advertising injury and property damages and **\$2,000,000** in general aggregate and products/completed operations aggregate. **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.**
- b. Auto Liability: If STERIS uses vehicles in its performance under this Agreement, Auto Liability must be carried and maintained, including coverage for claims for damage due to bodily injury or death of any person, or property damage arising out of the Customer ownership, maintenance or use of **any motor vehicles whether owned, hired or non-owned**. STERIS shall maintain limits of **\$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.**
- c. Builders Risk / Course of Construction: STERIS shall or cause, and shall require in its contracts and agreements with Design-Builder that, Design-Builder purchase and maintain, property insurance (builders' risk) upon the work at the site to the full insurable value. STERIS shall cause this insurance to include the interests of University Medical Center of Southern Nevada, the Customer, Customer's designated representative which shall be disclosed in writing to STERIS, STERIS, Design-Builder, subcontractors, and subcontractors of any tier. Coverage shall be written on forms to include Fire, Extended Coverage, and Special Form including theft. All deductibles required under the builders' risk policy shall be paid by Customer as an increase in the Contract Price. Customer acknowledges that the builder's risk insurance required for this Project may be included in an overall builder's risk policy that includes the Total Project and, in such event, the premium for such policy shall be added to the Contract Price.
- d. Pollution Insurance: STERIS shall cause Design-Builder to purchase and maintain, pollution insurance which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of \$1,000,000 including Asbestos Abatement Liability (proof of Design-Builder certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite

Workers' Compensation insurance in the State of Nevada, as required by law. All deductibles required under the pollution liability policy shall be paid by Customer as an increase in the Contract Price.

- 4.12. STERIS shall cause Design-Builder to be responsible for and require Design-Builder to remedy all damage or loss to any property, including property of Customer, caused in whole or in part by Design-Builder, any subcontractor or anyone employed, directed or supervised by Design-Builder. Design-Builder is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- 4.13. STERIS shall pay, or shall cause to be paid, STERIS' own premiums and costs of insurance.
- 4.14. Customer acknowledges that the Project involves the renovation of portions of the existing medical center facilities and buildings within which the Project will be located ("Existing Facility"). Customer shall maintain normal and customary property insurance in the full replacement cost of such Existing Facility. Customer is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Customer are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Customer is self-insured as allowed by Chapter 41 of the Nevada Revised Statutes. Upon request, Customer will provide a Certificate of Coverage prepared by its Risk Management Department certifying such self-coverage.
- 4.15. Regardless of the coverage provided by any insurance policy, STERIS shall indemnify, defend and hold Customer harmless from any and all claims, demands, actions, attorneys' fees, costs, and expenses based upon or arising out of the negligence of STERIS or its principals, employees, subcontractors or other agents while performing services under this Agreement to the extent such claims relate to bodily injury, property damage or personal injury ("Claims"). STERIS shall indemnify, defend and hold harmless the Customer and others specified from any reasonable attorney's fees or other costs of defense relating to such Claims.
- 4.16. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, Design-Builder agree 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.

## V. BONDS

- 5.1. STERIS shall furnish, or cause to be furnished, bonds covering the faithful performance of this Agreement, 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 STERIS' 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.
- 5.2. Not later than ten (10) business days after contract execution, STERIS shall furnish contract bonds to the Customer's Contracts Management Department as follows:
  - a. Labor and Material Payment Bond in the amount of 100% of the Contract Price.
  - b. Performance Bond in the amount of 100% of the Contract Price.
  - c. Guaranty Bond in the amount of 100% of the Contract Price. The Guaranty Bond will go into effect from the date of Notice of Substantial Completion.
  - d. Award will become final after the Governing Body has authorized the award and STERIS has submitted its required bonds utilizing the Customer's Bond forms.
- 5.3. Form of Bonds
  - a. The bonds referred to herein **shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by Customer, attached hereto as Exhibit D.**
  - b. STERIS 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.
  - c. **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.**
  - d. 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.

## VI. PAYMENT TERMS

- 6.1. Based upon applications for payments submitted monthly by STERIS, payments are due and payable within thirty (30) days of presentation of STERIS' invoice.
- 6.2. Customer shall retain from each payment any applicable retainage, as required by state law.

## VII. ADDITIONAL TERMS

### 7.1 Public Funds / Non-Discrimination

STERIS acknowledges that the CUSTOMER has an obligation to ensure that public funds are not used to subsidize private discrimination. STERIS recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or STERIS due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions),

national origin, or any other class protected by law or regulation, CUSTOMER may declare STERIS in breach of the Agreement, terminate the Agreement, and designate STERIS as non-responsible.

## **7.2 Public Records**

STERIS acknowledges that CUSTOMER is a public, county-owned Customer 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 records are public documents available for copying and inspection by the public. If CUSTOMER receives a demand for the disclosure of any information related to this Agreement that STERIS has claimed to be confidential and proprietary, CUSTOMER will immediately notify STERIS of such demand and STERIS shall immediately notify CUSTOMER of its intention to seek injunctive relief in a Nevada court for protective order. STERIS shall indemnify and defend CUSTOMER from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of STERIS document in CUSTOMER's custody and control in which STERIS claims to be confidential and proprietary.



**STERIS CORPORATION**

By: Jeff Wheeler

Name: Jeff Wheeler

Title: V.P. Procedural Solutions

Reviewed and approved as to form by the  
STERIS Legal Department

CLM

01/05/2023

Attorney Initials

Date

**UNIVERSITY MEDICAL CENTER OF SOUTHERN  
NEVADA**

By:

Name: Mason VanHouweling

Title: CEO

**Exhibit A**

**Phase 2 Quotation**

**DSTAUDE 11385353 Rev, 3, dated 9-30-22**

**(See Attached)**



STERIS Corporation  
5960 Heisley Road  
Mentor, OH 44060-1834 • USA  
440-354-2600  
GLN: 0724995000004

# QUOTATION

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
Acct:42100 GLN: 1100004495587  
1800 W CHARLESTON BLVD  
LAS VEGAS, NV 89102, US

ATTN: Angela Ortega, Clinical Supervisor (Phone: 702-201-7836)

Please submit your quote and purchase order directly to your Account Manager or to  
RegionalSalesSupport@steris.com

STERIS Quote No: DSTAUDE1385353

Revision No: 3

Date: 30-Sep-2022

Submitted By:  
Darcy Schroeder, Account Manager

STERIS is pleased to make the following proposal for your consideration:

Customer is a Member of and purchasing under the Group Purchasing Agreement by and between STERIS and HealthTrust, ("GPO Agreement"). As a result, the GPO Agreements negotiated by HealthTrust listed below, on behalf of Customer, shall govern this Quotation Number and Purchase. STERIS HealthTrust GPO Agreements are:

HPG 997 Chemicals-Instrument Decontamination, HPG 1428 Low Temperature Liquid Chemical, 40952 Sterilization Monitoring – Steam & EO, HPG 4660 Surgical Lights & Equipment Booms, HPG 4667 Surgical Tables & Accessories, HPG 4675 Sterilizers, Washers, and Warming Cabinets, HPG 4974 Sterilizers - Low Temperature, HPG 5354 Instrument & Scope Care, Cleaning & Protection Accessories, HPG 5916 AER, and HPG 5920 US Endoscopy Instrument & Scope Care, Cleaning & Protection Accessories. V-PRO® Sterilizer Upgrade Promotion


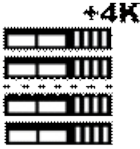

Quoted incentives will only be applicable if purchase order is received by X and all products are delivered by Y



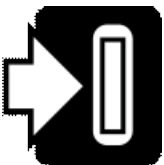



STERIS Account Manager will confirm the delivery date with Customer roughly 45 days prior to scheduled shipment. At that point, the manufacturing process cannot be altered. In the event the Customer extends the agreed upon delivery date, title to equipment will transfer from STERIS to the Customer post-shipment, and applicable storage and handling fees may be applied.



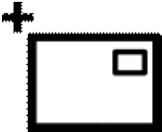



NOTICE: The sale of Products or Services covered by this Quotation is subject to STERIS Corporation's Terms and Conditions of Sale which can be found at <https://www.steris.com/media/terms/STERIS-US-HC-TCs-5-22.pdf>. Warranty terms for Certified Pre-Owned Equipment can be found at [https://www.steris.com/about/terms\\_sale/certified-pre-owned-equipment-warranty](https://www.steris.com/about/terms_sale/certified-pre-owned-equipment-warranty). Any additional or different terms or conditions proposed by Customer are rejected and will not be binding upon STERIS unless specifically agreed in writing by an authorized representative of STERIS.






Item	Equipment #	Description	Quantity	Extended Discount Price
1.0000	HMTPPSHE10 GTIN: 00724995156725	Tandem HarmonyAIR Fixed-G Series Gen2-Anesthesia, Surgical Light(s) & Accessory Arm(s), Item# = C1-CVOR TEMPLATE, Room# = CVOR <b>Tandem Mount Supply Head w Plate, Spring Arm, E-brakes, Ambient light, 10e/10g</b> • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & BOOMS	2	39,200.00
1.0070	LGH0001V	<b>G-Series Gen 2 HD Hub Parts Pack</b>	2	3,566.34
1.0080	QR0000000000028	<b>Ceiling Plate Package, Tandem Harmony Air EMS</b>	2	2.00
1.0100	LG000001V GTIN: 00724995207397	<b>G-Series Spring Arm and Yoke for Single Monitor Mount Gen 2</b> • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & BOOMS	2	2,835.46
1.0200	LY01	<b>Control Panel Rough-in Box With Mud Ring</b> • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & BOOMS	2	73.86
1.0300	LVV00003	<b>G-Series Gen 2 Drop Tube and Ceiling Plate 15.75" / 400MM</b> • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & BOOMS	2	505.50
1.1000	LGH12VT GTIN: 00724995207892	<b>HarmonyAIR G-Series Dual Light, Accessory Arm, HD Camera Ready, Tandem, Gen 2</b> • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & BOOMS	2	43,670.54
1.3000	SE126212	<b>Install Harmony EMS with Arms, Insight, or Harmony Air Monitor Carrier</b>	2	5,331.42
1.4000	SE601782	<b>Install Preassembled Harmony Light with FPM</b>	2	4,284.88
1.5000	SE6012721	<b>Deinstallation of Lights</b>	4	4,304.64
<b>Subtotal for line 1</b>				<b>103,774.64</b>
2.0000	HMTPFcoAMAXXXX GTIN: 00724995156718	Tandem HarmonyAIR Fixed-G Series Gen2-Equipment, Surgical Light(s) & Accessory Arm(s), Item# = C2, Room# = CVOR <b>ENGREQD Tandem Mnt Col w/Plate, Fixed Arms, Active Brks, 21E/10G, 4 Nitrogen Reg + 8 Expansion Modules</b> • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & BOOMS	2	50,416.56
2.0060	QR0000000000028	<b>Ceiling Plate Package, Tandem Harmony Air EMS</b>	2	2.00
2.0100	LG000001V GTIN: 00724995207397	<b>G-Series Spring Arm and Yoke for Single Monitor Mount Gen 2</b> • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & BOOMS	2	2,835.46
2.1000	LG07VT GTIN: 00724995207779	<b>HarmonyAIR G-Series Single Light, Accessory Arm, Non-Camera Ready, Tandem, Gen 2</b> • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & BOOMS	2	27,625.46
2.3000	LVV00003	<b>G-Series Gen 2 Drop Tube and Ceiling Plate 15.75" / 400MM</b> • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & BOOMS	2	505.50
2.5000	THSHEL01 GTIN: 00724995156756	<b>Large Shelf, 25.6 x 20.9in., 110 Lbs. Max Load</b>	6	7,775.46
2.6000	SE126212	<b>Install Harmony EMS with Arms, Insight, or Harmony Air Monitor Carrier</b>	2	5,331.42



Item	Equipment #	Description	Quantity	Extended Discount Price
2.7000	SE601402	TANDEM PLATE INSTALLATION	2	1,619.18
2.8000	SE601782	Install Preassembled Harmony Light with FPM	2	4,284.88
<b>Subtotal for line 2</b>				<b>100,395.92</b>
3.0000	HMTPFCA0805X1 GTIN: 00724995156718	Tandem HarmonyAIR Fixed-G Series Gen2-Equipment, Accessory Arm(s), Item# = C3, Room# = CVOR <b>Tandem Mnt Column w/Plate, Fixed Arms, Active Brakes, 8E/5G Outlets, No Reg, 1 Non-Reg Exp Mod +EM</b> • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & BOOMS	2	42,303.68
				
3.0010	LG30VNT GTIN: 00724995208028	<b>HarmonyAIR G-Series Single Accessory, Tandem, Gen 2</b> • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & BOOMS	2	3,569.14
3.0020	LVV00004	<b>G-Series Gen 2 Drop Tube and Ceiling Plate 23.6" / 600MM</b> • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & BOOMS	2	505.50
3.0090	QR0000000000028	<b>Ceiling Plate Package, Tandem Harmony Air EMS</b>	2	2.00
3.0100	LG000001V GTIN: 00724995207397	<b>G-Series Spring Arm and Yoke for Single Monitor Mount Gen 2</b> • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & BOOMS	2	2,835.46
3.2000	SE126212	Install Harmony EMS with Arms, Insight, or Harmony Air Monitor Carrier	2	5,331.42
3.3000	SE601782	Install Preassembled Harmony Light with FPM	2	4,284.88
3.4000	SE601402	TANDEM PLATE INSTALLATION	2	1,619.18
<b>Subtotal for line 3</b>				<b>60,451.26</b>
5.0000	XQHBASE4K2	<b>HexaVue Integration System with Touch Panel Control and Shared Switch (4K)</b> • Contract: GR HEALTHTRUST HPG-75787 OR INTEGRATION	2	81,120.00
				
5.0010	XQHINPM4K	<b>Universal Port for Mobile Video Sources (4K)</b> • Contract: GR HEALTHTRUST HPG-75787 OR INTEGRATION	2	2,620.80
				

Item	Equipment #	Description	Quantity	Extended Discount Price
5.0020 	XQHINPD4K	<b>Dedicated Input Port (4K)</b> • Contract: GR HEALTHTRUST HPG-75787 OR INTEGRATION	2	8,736.00
5.0030 	XQHINPM	<b>Universal Port for Mobile Video Sources (SD/HD)</b> • Contract: GR HEALTHTRUST HPG-75787 OR INTEGRATION	10	
5.0040 	XQHINPD	<b>Dedicated Input Port (SD/HD)</b> • Contract: GR HEALTHTRUST HPG-75787 OR INTEGRATION	6	
5.0050 	XQHDCAM1	<b>HD Wall Camera Package</b> • Contract: GR HEALTHTRUST HPG-75787 OR INTEGRATION	2	
5.0060 	XQHDSPLY4K2	<b>Video Output Connection - HDMI (4K)</b> • Contract: GR HEALTHTRUST HPG-75787 OR INTEGRATION	2	4,205.76
5.0070 	XQHDSPLYHD1	<b>Video Output Connection (HD)</b> • Contract: GR HEALTHTRUST HPG-75787 OR INTEGRATION	6	9,360.00
5.0080	RLM314K3	<b>STERIS Vividimage 31 Inch 4K Ultra High Definition Surgical Monitor</b> • Contract: GR HEALTHTRUST HPG-75787 OR INTEGRATION	6	

Item	Equipment #	Description	Quantity	Extended Discount Price
5.0090 	RLM554KCM3	<b>55" 4K IPS LED Commercial Grade Display</b> • Contract: GR HEALTHTRUST HPG-75787 OR INTEGRATION	2	7,746.00
5.0100	XEXUU0300023	<b>Wall Mt Peerlessst650P Univtilt 39-75" 175Lb Oshpd</b> • Contract: GR HEALTHTRUST HPG-75787 OR INTEGRATION	2	
5.0110 	XQHHDCAP1	<b>Still Image Capture and Video Recording (HD)</b> • Contract: GR HEALTHTRUST HPG-75787 OR INTEGRATION	2	9,984.00
5.0120 	XQH4KCAPP1P	<b>Capture Confidence PIP for a 4K Display</b> • Contract: GR HEALTHTRUST HPG-75787 OR INTEGRATION	2	10,000.00
5.0130 	XQHPRNT2	<b>Sony UP-DR80MD Printer Package</b> • Contract: GR HEALTHTRUST HPG-75787 OR INTEGRATION	2	
5.0140 	XQHAUD1	<b>Music and Audio Package</b> • Contract: GR HEALTHTRUST HPG-75787 OR INTEGRATION	2	
5.0150 	XQHSPK2	<b>JBL Premium Ceiling Speakers (Pair)</b> • Contract: GR HEALTHTRUST HPG-75787 OR INTEGRATION	2	

Item	Equipment #	Description	Quantity	Extended Discount Price
5.0160 	XQHKVM1	<b>KVM PC Control</b> • Contract: GR HEALTHTRUST HPG-75787 OR INTEGRATION	2	
5.0170 	XQHLC1	<b>Control of Surgical Lights</b> • Contract: GR HEALTHTRUST HPG-75787 OR INTEGRATION	2	
5.0180 	XQHILCC1	<b>Control of Surgical In-Light Camera</b> • Contract: GR HEALTHTRUST HPG-75787 OR INTEGRATION	2	
5.0190 	XQHSIGS1	<b>SignatureSuite Multimedia Delivery System</b> • Contract: GR HEALTHTRUST HPG-75787 OR INTEGRATION	2	
5.0200 	RL5HV1A	<b>Advanced HexaVue System Install Option</b>	2	31,000.00
<b>CVOR</b>				<b>297,825.02</b>
6.0000	MGW010ENGREQD	<b>MEDglas Wall ESG-H</b>	105	39,201.75
6.1000	MGW002	<b>MEDglas Wall Motif</b>	21	9,555.00
6.2000	MGW006	<b>MEDglas Wall Extension Panel</b>	2	1,539.00
6.3000	MGW003	<b>MEDglas Wall Magnetic</b>	1	642.68
6.4000	MGW008	<b>MEDglas Wall Fit</b>	2	1,285.36
6.5000	MES701	<b>MEDIK Cabinet MEDglas 900x370x2152 - 2 Doors + Window - SS PC</b>	3	19,827.45



Item	Equipment #	Description	Quantity	Extended Discount Price
6.6000	MSS099	MEDIK Substructure Other - Special Adjustment Profil including Screws, Engineering etc.	35	4,738.30
Subtotal for line 6				76,789.54
7.0000	MGW010ENGREQD	MEDglas Wall ESG-H	94	35,094.90
7.1000	MGW002	MEDglas Wall Motif	21	8,648.43
7.2000	MGW006	MEDglas Wall Extension Panel	2	1,539.00
7.3000	MGW003	MEDglas Wall Magnetic	1	642.68
7.4000	MGW008	MEDglas Wall Fit	2	1,285.36
7.5000	MES701	MEDIK Cabinet MEDglas 900x370x2152 - 2 Doors + Window - SS PC	3	19,827.45
7.6000	MSS099	MEDIK Substructure Other - Special Adjustment Profil including Screws, Engineering etc.	31	4,196.78
Subtotal for line 7				71,234.60
8.0000	MEDIK	INSTALLATION	2	66,600.00
Subtotal for line 8				66,600.00
9.0000	HACSSTDENGREQD	CLEANSUITE® Operating Room Ceiling System for Standard Room Unit.	2	146,000.00
9.1000	HACSHEPAENGREQD	CUSTOM HEPA FILTER FOR CLEANSUITE CEILING SYSTEM	2	2.00
Subtotal for line 9				146,002.00
10.0000	SE60190	SS Renovation Site Services	1	997,321.00
Subtotal for line 10				997,321.00
11.0000	SHIPPING & HANDLING	CHARGES	1	8,743.55
Subtotal for line 11				8,743.55
Currency: USD	Quote Total Excluding Taxes			1,929,137.53
Package Level Discount				97,444.37
Quote Total Excluding Taxes With Package Level Discount Applied				1,831,693.16

NOTE: ALL TAXES ARE EXCLUDED UNLESS OTHERWISE STATED. IF EXEMPT, PROOF OF TAX EXEMPTION MUST ACCOMPANY ALL PURCHASE ORDERS.

NOTE: Under present circumstances, this quotation may be considered firm for thirty (30) days from this date. Acceptance later is subject to confirmation. Our quotation is extended on the basis of shipment being made within twelve (12) months after receipt of purchase order or contract. For extended shipments, add ½% per month for any subsequent period beyond (12) months.

Term of Payment: NET 30  
Terms of Shipping: PPA (Prepay & Add)  
FOB: Origin  
CPQ Revision No: 7

### DELIVERY INSTRUCTIONS

Customer Purchase Order: \_\_\_\_\_

STERIS Sales Order Number: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Dock Days: **M-F**

Dock Hours: **8:00am-2:00pm**

Precall Required Yes No

*Note: Carrier will call 24 hours in advance of shipment to notify of delivery the following day.*

Appointment Required Yes No

*Note: If appointment required, carrier will hold shipment till contact below is reached to set a delivery appointment.*

Receiving Contact for Required Precall \_\_\_\_\_

Receiving Contact Phone \_\_\_\_\_

Receiving Contact Email \_\_\_\_\_

Dock with Leveler **Yes**

Standard Size Dock (48-52" High) **Yes**

Accommodate 75ft x 13.5ft H Tractor Trailer (Trailer plus sleeper unit) **Yes**

If no, please specify max length/height of truck that can deliver \_\_\_\_\_

Proper equipment available at Customer site to unload the equipment Yes No

*Note: <1,000lbs: a pallet jack probably would suffice; >1,000lbs a fork lift would probably be the preferred method*

Liftgate Required\* **No**

Inside Delivery Beyond the Dock\* Yes No

If yes, provide final delivery location (e.g. Room 204, Floor 4) \_\_\_\_\_

Equipment to be delivered to a construction site Yes No

If yes, PPE may be required by carrier. Please specify what PP will be required for delivery. \_\_\_\_\_

Union Drivers Required on Site Yes No

Updated on: **4/27/2022**

\* = Additional Charges Apply

By:  
Darcy Schroeder  
Account Manager

Accepted For:  
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
Acct:42100 GLN: 1100004495587

STERIS Corporation  
5960 Heisley Road  
Mentor, OH 44060  
Tel: 440-354-2600  
Fax: 440-639-4450

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

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

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

E-mail: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

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

Ship To Address: \_\_\_\_\_

\_\_\_\_\_

Bill To Address: \_\_\_\_\_

\_\_\_\_\_

View order history and place orders for accessories, consumables and parts on-line. Visit us at <https://shop.steris.com>

**Exhibit B**

STERIS Scope of Work

**(See Attached)**

# STERIS<sup>®</sup>



## Installation / Renovation Services

### Scope of Work For

### UMC Las Vegas, NV

## UMC – OR RENOVATION PROJECT

# Qualifications & Clarifications

## General Notes

1. This proposal is valid for thirty (30) days and maybe withdrawn at any time by STERIS Corporation.
2. Any condition that is hidden/undetectable that could not be identified by a visual inspection are not included as a cost inclusion in this proposal. No investigation was performed to uncover/detect all existing building conditions.
3. STERIS to renovate (2) CVOR's per the attached drawings to include STERIS CLEANSUITE, MEDGlass walls, STERIS Hexavue integration and Harmony Lights and Booms This work includes all design, drawings, state and local permits to achieve licensing and release for use of the newly renovated area.
4. We anticipate a construction schedule of approximately 6 months for Design, permitting and construction.

This schedule does not take into consideration delays due to COVID 19 or other acts of God that may delay materials or impede the construction duration or supply chain.
5. In general, this Proposal is based upon a normal five (5) day work week with normal hours and work shifts.
6. This proposal includes an allowance for all general building permit and trade permit fees and jurisdictional fees.
7. This proposal includes general liability insurance.
8. We do not include any expedited reviews, quick ship, or similar items in our proposal.
9. We are excluding bringing the existing building up to code unless the item of work is specifically included on the documents with the exception of the rooms within the scope of work which will be design and built to 2018 FGI Guidelines and current building codes for work associated with the project.
10. This proposal may include both union and non-union participation from duly licensed subcontractors.
11. UMC will be notified of any increased costs or extended scope during demolition and construction through the change order process as follows. UMC will be presented with a written change order. If approved UMC will provide written approval to authorize the use of construction contingency funds or issue a P.O. or P.O addendum prior to commencement of work. If not approved UMC will decline

in writing. Please note that Contingency lines do not require UMC review and approval until such time that approved permit drawings are received from CLV, State Health and State Fire agencies and STERIS has the opportunity to price the final design/permit drawings and review any changes in price and scope with UMC prior to commencement of construction.

12. We excluded removal of asbestos or hazardous material.
13. Design, engineering, and preconstruction costs have been included.
14. We have not assumed updating OR's 15 & 16 to current FGI Guidelines.
15. Customer shall provide access to the loading dock (from time to time) for the loading and unloading of tools, equipment, materials, and debris.
16. Customer shall provide an area near the loading dock for a job trailer or area for laydown yard (if required) that can be parked for the duration of the project.
17. STERIS will not work in any environment where possible contamination by hazardous material exists, nor will STERIS be involved in any hazardous material removal or encapsulation.
18. Facility supplied electrical service; pure water; steam; exhaust vents; floor drains; HVAC and compressed air shall be of sufficient capacity to meet the requirements of the new equipment being installed.
19. We will attempt to match all existing finishes as closely as possible, using local suppliers. However, it may not be possible to exactly match all finishes.



# Qualifications & Clarifications

## **Division 1 - General Requirements This Proposal includes the following items:**

1. Dumpsters.
2. Temporary toilets.
3. Daily clean up.
4. Final clean up.
5. ICRA as required

## **This Proposal excludes the following items and any item not specifically noted:**

1. SWPPP plan or implementation.
2. Soils report or any requirements contained within.
3. Any modification or upgrade outside the boundary of work area defined on the drawings provided.
4. Government agency or utility company assessments/fees.
5. Payment and Performance Bonds.
6. Construction utility consumption cost for water and power.
7. Caliche or boulder removal.
8. Liquidated and/or consequential damages.
9. All 3rd party testing.
10. Air clearance testing for abatement.
11. Additional hazardous materials testing.
12. Commissioning.
13. Costs for unforeseen conditions.
14. Salvage.
15. Overtime
16. Sewer connections or fees
17. Tele Data equipment
18. Any and all work to bring existing space to current codes, standards, and ADA standards
19. All furnishings

John Derry, Installation Project Manager  
STERIS Corporation  
951-691-2684

Scope of Work Summary  
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# Qualifications & Clarifications

## Division 2 – Site Construction

1. Safe off and demo of existing med gas at walls and ceilings
2. Safe off and demo of existing HVAC distribution at ceilings for new clean suit system
3. Safe off and demo of existing electrical in walls and above ceiling
4. Provide demo of existing wall to accommodate new suite layout.
5. Provide demo of existing ceiling systems
6. Provide demo of existing doors and frames
7. Provide demo of existing flooring
8. Provide demo concrete slab to accommodate new plumbing

**This Proposal excludes the following items and any item not specifically noted:**

1. All other demolition not mentioned above.

## Division 3 – Concrete

**This Proposal includes the following items:**

1. No concrete included

**This Proposal excludes the following items:**

## Division 4 - Masonry

**This Proposal includes the following items:**

- 1.No masonry or stonework included.

**This Proposal excludes the following items:**

## **Division 5 - Metals**

**This Proposal includes the following items:**

1. Unistrut included for Cleansuite attachment. Assumption that existing deck can accommodate Cleansuite install/weight.

## **Division 6 - Woods & Plastics**

**This Proposal includes the following items:**

1. No millwork/casework included

**This Proposal excludes the following items:**

## **Division 7A - Caulking/Sealants/Insulation**

**This Proposal includes the following items:**

1. Fire caulking to be provided for all penetrations provided as part of the SOW.

**This Proposal excludes the following items:**

## **Division 7B - Plaster/EIFS/Stucco**

**This Proposal includes the following items:**

1. None included

**This Proposal excludes the following items:**

## **Division 7C – Roofing**

**This Proposal includes the following items:**

1. None included

**This Proposal excludes the following items:**

## **Division 8 – Doors & Windows**

**This Proposal includes the following items:**

1. Provide and Install 2 - 5/0 x 7/0 MEDGlas doors and frames with power open/close with hold open function

**This Proposal excludes the following items:**

1. No other doors and frames included

## **Division 9A - Metal Stud/Gyp. Board/Taping/Texture**

**This proposal includes the following items:**

1. Interior metal stud framing, drywall, tape and finish
2. Soffits and ceilings
3. Flat stapp 16ga backing located at three locations around perimeter wall where glass panels will attach.

## **Division 9B – Paint & Wall Covering**

**This proposal includes the following items:**

1. Painting of Ceilings, doors and frames

## **Division 9C - ACT**

### **This proposal includes the following items:**

1. No acoustical ceiling included

### **This proposal excludes the following items:**

1. All other ceiling systems excluded

## **Division 9D – Floor Covering**

### **This Proposal includes the following items:**

1. WSV Flooring and base in (2) OR's. Minor floor prep included

### **This Proposal excludes the following items:**

1. All other flooring and major floor leveling.

## **Division 9E – Tile and Stone**

### **This proposal includes the following items:**

1. No ceramic tile or stone

### **This Proposal excludes the following items:**

1. Waterproofing.
2. Crack isolation.
3. Grout sealer.

## **Division 10 - Specialties**

This Proposal includes the following items:

1. No specialties

This Proposal excludes the following items:

1. Epoxy anchors or 3rd Party inspections for OFCI shelving.
2. Providing brackets for the flat screen monitors.
3. Turnstiles.
4. Lockers.
5. Signage other than ADA Restroom signs.

## **Division 11 - Equipment**

**This Proposal includes the following items:**

1. No work has been identified.

**This Proposal excludes the following items:**

1. Appliances.

## **Division 12 - Furnishings**

**This Proposal includes the following items:**

1. No work has been identified.

**This Proposal excludes the following items:**

1. Window treatments, shades, drapery.
2. FF&E in its entirety.

## **Division 13 - Special Construction**

**This Proposal includes the following items:**

1. No work has been identified.

## **Division 14 - Conveying Systems**

**This Proposal includes the following items:**

1. No work has been identified.

## **Division 15A - Plumbing**

**This Proposal includes the following items:**

1. Provide modifications to med gas systems

**This Proposal excludes the following items:**

1. All other plumbing items not in scope

## **Division 15B - Fire Suppression**

**This Proposal includes the following items:**

1. Modifications to existing system

**This Proposal excludes the following items:**

1. Fire lateral line, FDC or any requirement of the pending Civil design.



## **Division 15C - HVAC**

### **This Proposal includes the following items.**

1. Modifications to existing HVAC duct work to a single point of connection at Cleansuite system
2. Modifications to existing exhaust ductwork as needed to accommodate the new layout
3. STERIS to verify HVAC meets CFM/ACH requirements per code utilizing existing supply air.

### **This Proposal excludes the following items:**

1. New RTU locations.
2. Linear diffusers.
3. RTU cages for new RTU's.
4. Roof mounted ductwork.
5. Any and all upgrades to accommodate required air per state health

## **Division 16A - Electrical**

### **This Proposal includes the following items:**

1. Provide modifications to existing electrical and lighting system to accommodate installation of Cleansuite system
  2. Conduit and pull strings installed from ORs to mechanical room. Cable and termination by STERIS.
  3. STERIS Integration package to include room view and in light cameras

### **This Proposal excludes the following items:**

1. Decorative lighting.
2. NVE/Service
3. New gear.
4. BAS, Security, CCTV, Access Control.

John Derry, Installation Project Manager  
STERIS Corporation  
951-691-2684

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## **Division 16B – Teledata, Audio Visual, Security, & POS**

### **This Proposal includes the following items:**

1. Low voltage allowance included – Hill Rom to be used for Nurse Call.
2. Audio and video routing to include the in room cameras, speakers and monitors to be part of the STERIS Integration package.

### **This Proposal excludes the following items:**

1. BAS, Security, CCTV, Access Control.
2. Access control.
3. All low voltage cabling by others.

## **Division 16C – Card Access**

### **This Proposal includes the following items:**

1. No card access included In project scope.

## **Division 16D - Fire Alarm**

### **This Proposal includes the following items:**

1. Existing Fire Alarm to remain – Honeywell to remove and re-install required devices.

### **This Proposal excludes the following items:**

1. Fire sprinkler monitoring system.
2. Full fire alarm system.
3. Any exploratory borings or line locating that may be required by any Government Agency.
4. Any other requirements of the fire lateral exceeding the \$35,000 allowance provided



**Exhibit C**  
Example Insurance Certificate

**CERTIFICATE OF LIABILITY INSURANCE**

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

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

INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
CONTRACTOR'S NAME ADDRESS PHONE & FAX NUMBERS		

**COVERAGES  
NUMBER:**

**CERTIFICATE NUMBER:**

**REVISION**

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

COVERAGE	DESCRIPTION	PERIOD	AMOUNT	TERMS	EXCLUSIONS	CONDITIONS	REMARKS
<input checked="" type="checkbox"/>	General Liability						
<input type="checkbox"/>	Professional Liability						
<input type="checkbox"/>	Product Liability						
<input type="checkbox"/>	Completed Operations						
<input type="checkbox"/>	Contractors Pollution						
<input type="checkbox"/>	Automobile Liability						
<input type="checkbox"/>	Boat Liability						
<input type="checkbox"/>	Aircraft Liability						
<input type="checkbox"/>	Umbrella Liability						
<input type="checkbox"/>	Directors & Officers						
<input type="checkbox"/>	Employers Liability						
<input type="checkbox"/>	Workers Compensation						
<input type="checkbox"/>	Health Insurance						
<input type="checkbox"/>	Life Insurance						
<input type="checkbox"/>	Disability Insurance						
<input type="checkbox"/>	Other Insurance						
<input type="checkbox"/>	Y/N						
<input type="checkbox"/>							
<input type="checkbox"/>							
<input type="checkbox"/>							
<input type="checkbox"/>							

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

CERTIFICATE HOLDER

CANCELLATION

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
1800 W. CHARLESTON BLVD  
LAS VEGAS, NV 89012

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE  
CANCELED BEFORE THE EXPIRATION DATE THEREOF,  
NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE  
POLICY PROVISIONS.

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rights reserved.

ACORD 25 (2010/05)

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**Exhibit D - Bond Forms  
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 the Bidding Schedule(s) of the Owner's specifications, entitled **TOTAL PROJECT**.

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on their part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the contract is hereby waived by said Surety.

SIGNED this \_\_\_\_ 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 Bid Schedule(s), **TOTAL PROJECT**.

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 Prime Contractor)

We hereby guarantee that the **TOTAL PROJECT**, which we have constructed, has been done in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of the Notice of Substantial Completion of the above named work by the University Medical Center of Southern Nevada, without any expense whatsoever to said University Medical Center of Southern Nevada, ordinary wear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within 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 E**  
Prevailing Wage Reports  
**WORKERS EMPLOYED REPORT (A)** (PER N.R.S. 338.070)

Project Number: \_\_\_\_\_

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

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

PWP Number: \_\_\_\_\_

General Contractor: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

	Worker Name	Workers Occupation	Has a Drivers 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				

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

General Contractor: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

	Worker Name	Driver's License No. or Identification No.	State Issued	First day on Project	Last day on Project
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

**CONFIDENTIAL**

## NON-APPORTIONED VEHICLE REPORT

Project Number: \_\_\_\_\_

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

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

PWP Number: \_\_\_\_\_

General Contractor: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

	Owner Name	Vehicle Description	License No. and State
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

MATERIALS PURCHASED REPORT

Project Number: \_\_\_\_\_

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

General Contractor: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

PWP Number: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Contact Number: \_\_\_\_\_

	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			
20			

## CLOSEOUT DOCUMENTATION SUMMARY REPORT OF SUBCONTRACTORS

Project Number: \_\_\_\_\_

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

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

PWP Number: \_\_\_\_\_

General Contractor: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Prepared by: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

	Subcontractor Name	*BEG	Ethnicity	Address	Bid Item or Work Performed	Value of Contract
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						



January 9th, 2022

Cole Price  
Management Analyst - Contracts  
University Medical Center of Southern Nevada  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Sterilization and OR Equipment.

Dear Mr. Price:

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Sterilization and OR Equipment. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process is described in its Contracting Process Policy [HT.008] available on its public website (<http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/>). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an on-line form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.



The above-described process was followed with respect to the Sterilization and OR Equipment categories. HealthTrust issued RFPs and received proposals from identified suppliers in the Furniture Distribution category. Contracts were executed with Steris, Ecolab, Skytron, Stryker, ASP, Olympus, Boston Sci, 3M and others in August of 2022. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

**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

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b> STERIS Corporation						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		5960 Heisley Road		<b>Website:</b> <a href="http://www.steris.com">www.steris.com</a>		
<b>City, State and Zip Code:</b>		Mentor, OH 44060		<b>POC Name:</b> Human Resources <b>Email:</b> <a href="mailto:humanresources@steris.com">humanresources@steris.com</a>		
<b>Telephone No:</b>		800-548-4873		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

**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.


STERIS Corporation is a privately-owned child company of STERIS plc an Ireland based company that is publicly held. Below lists STERIS Corporation's officers. No Officer owns any substantial financial interest.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Dan Carestio	President & CEO	0
Mike Tokich	Senior Vice President, Chief Financial Officer	0
Cary Majors	Senior Vice President and President, Healthcare	0
Adam Zangerle	Senior Vice President, General Counsel & Secretary Legal	0

**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 Contract Administrator Title	Julie Ann Dengate Print Name January 10, 2023 Date
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## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

---

**For UMC Use Only:**

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

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

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

Notes/Comments:

  
Signature

Julie Ann Dengate  
Authorized Department Representative

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

<b>Issue:</b>	<b>Service Order Agreement for Network Infrastructure Equipment with Switch</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Service Order Agreement for Network Infrastructure Equipment with Switch; or take action as deemed appropriate. (<i>For possible action</i>)</b>		

**FISCAL IMPACT:**

Fund Number: 5420.000  
Fund Center: 3000854000  
Description: Network Infrastructure Equipment  
Bid/RFP/CBE: NRS 332.115.1 (G) Computer Hardware  
Term: Five (5) Years – 1/1/2023 to 12/31/2027  
Amount: NTE \$2,719,500.00  
Out Clause: Budget Act / Fiscal Fund Out

Fund Name: UMC Operating Fund  
Funded Pgm/Grant: N/A

**BACKGROUND:**

On February 24, 2016, the Governing Board approved the Colocation Facilities Services Agreement with Switch, Ltd. (“Switch”) that enhanced and provided redundancy for the data center located at the main hospital. It supported the majority of UMC’s systems either as a primary location or a backup location.

This request is to enter into a renewal Service Order with Switch to continue services for network infrastructure hardware at the Switch location. The Agreement Term is from January 1, 2023 through December 31, 2027, with a NTE amount of \$2,719,500.00.

UMC’s Chief Information Officer has reviewed and recommends approval of this Service Order.

This Service Order has been approved as to form by UMC’s Office of General Counsel.

Switch currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their January 18, 2023 meeting and recommended for approval by the Governing Board.

Cleared for Agenda  
January 25, 2023

Agenda Item #

**20**



This Service Order is issued pursuant to the existing Colocation Facilities Agreement by and between Switch and the Customer indicated below (the "Agreement"). This Service Order is effective as of the date of Switch's signature hereto.

Customer Name:	UMCSN		
Contact Name:	Maria Sexton	Billing Contact:	Carmen Ramirez-Gomez
Contact Phone:	(702) 671-6579	Billing Email:	carmen.ramirez-gomez@umcsn.com
Technical Contact:	NAP UMCSN	Billing Phone:	
Technical Email:	napnotifications@umc.com	Billing Address:	1800 W Charleston Blvd
			Las Vegas, Nevada, 89102, United States

Monthly Recurring Charges

Description of Services	Quantity	Unit Cost	Subtotal of MRC
Cabinet in a thermal-scif Configuration	12	\$ 1,030.00	\$ 12,360.00
120v 20Amp AC Power 'Primary'	1	\$ 320.00	\$ 320.00
120v 20Amp AC Power 'Failover'	1	\$ 171.00	\$ 171.00
208v 30Amp AC Power 'Primary'	5	\$ 965.00	\$ 4,825.00
208v 30Amp AC Power 'Failover'	5	\$ 480.00	\$ 2,400.00
208v 30Amp 3Phase AC Power 'Primary'	9	\$ 1,450.00	\$ 13,050.00
208v 30Amp 3Phase AC Power 'Failover'	9	\$ 740.00	\$ 6,660.00
208v 50Amp 3Phase AC Power 'Primary'	3	\$ 2,419.00	\$ 7,257.00
208v 50Amp 3Phase AC Power 'Failover'	3	\$ 1,235.00	\$ 3,705.00
Internet   1 Gbps Port, Blended IP AS23005, Burstable @ \$5/Mbps (Switch)	TBD	\$ 5.00	\$ TBD
IP Commit on 1 Gbps Port on AS23005 (Mbps) (Switch)	250	\$ 5.00	\$ 1,250.00
Cross Connect   Switch Bandwidth 1 Gbps	1	\$ 153.00	\$ 153.00
Cross Connect   1 Gbps Copper to Lumen	1	\$ 229.00	\$ 229.00
Cross Connect   1 Gbps Fiber (Level 3)	1	\$ 153.00	\$ 153.00
Cross Connect   1 Gbps Fiber (Zayo (360 networks))	1	\$ 153.00	\$ 153.00
Cross Connect   1 Gbps Fiber (Cox)	3	\$ 153.00	\$ 459.00
Cross Connect   1 Gbps Fiber (GTT)	1	\$ 153.00	\$ 153.00
Special Partnership Discount	1	\$ (4,696.00)	\$ (4,696.00)
			\$ 48,602.00

Customer to install above cabinets into a Private Cage Space

Service Commitment Period	60 months	Summary of Charges:	
Target Service Commencement:	*To be confirmed via email	Minimum Monthly Recurring Charges (MRC)	\$48,602.00
		Non-Recurring Charges (NRC)	\$0.00
		Security Deposit	\$0.00
		Total due on signing	\$0.00

Service Order pricing is valid with customer acceptance and signature prior to 1/31/2023

Important Notes

Installation process will commence a minimum of twenty-five (25) business days after Switch approves all applicable cabinet layout design documents. Switch will schedule and commence installation and initiation of service only after Switch receives and accepts: (1) a copy of this Service Order signed by Customer and (2) payment of the NRC, if any. All prices are subject to applicable taxes and fees. Capitalized terms not defined herein shall have the definition provided in the Agreement.

Renewal Service Order.

The term "Premises" means the colocation facilities located at 7135 S Decatur Boulevard, Las Vegas, Nevada, 89118, United States (LASNAP07).

WHEREFORE, intending to be bound, the parties have executed this Service Order as of the date set forth below.

SWITCH	UMCSN
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 353</b>						
<b>Corporate/Business Entity Name:</b>		Switch, Ltd.				
<b>(Include d.b.a., if applicable)</b>		Switch				
<b>Street Address:</b>		P.O. Box 400850		<b>Website:</b> www.supernap.com		
<b>City, State and Zip Code:</b>		Las Vegas, NV 89140		<b>POC Name:</b> Thomas Morton		
				<b>Email:</b> tmo@supernap.com		
<b>Telephone No:</b>		702-267-6739		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b>		7135 S. Decatur Blvd.		<b>Website:</b>		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>		Las Vegas, NV 89118		<b>Local Fax No:</b>		
<b>Local Telephone No:</b>		702-444-4000		<b>Local POC Name:</b>		
				<b>Email:</b>		

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.

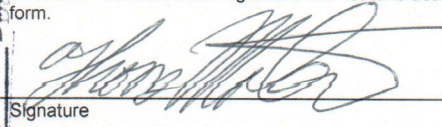
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Rob Roy	CEO	>5%

**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:  Title: CFO	Print Name: Thomas Morton Date: 12/7/2015
--	--



## DISCLOSURE OF RELATIONSHIP

List any disclosures below: N/A  
(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

\* 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**

<b>Issue:</b> <b>Education – Legislative Update</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board receive a presentation from Shana Tello, UMC Academic and External Affairs Administrator, regarding the upcoming legislative session; and direct staff accordingly. (For possible action)</b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board receive an update regarding the 2023 legislative session..

Cleared for Agenda  
January 25, 2023

Agenda Item #

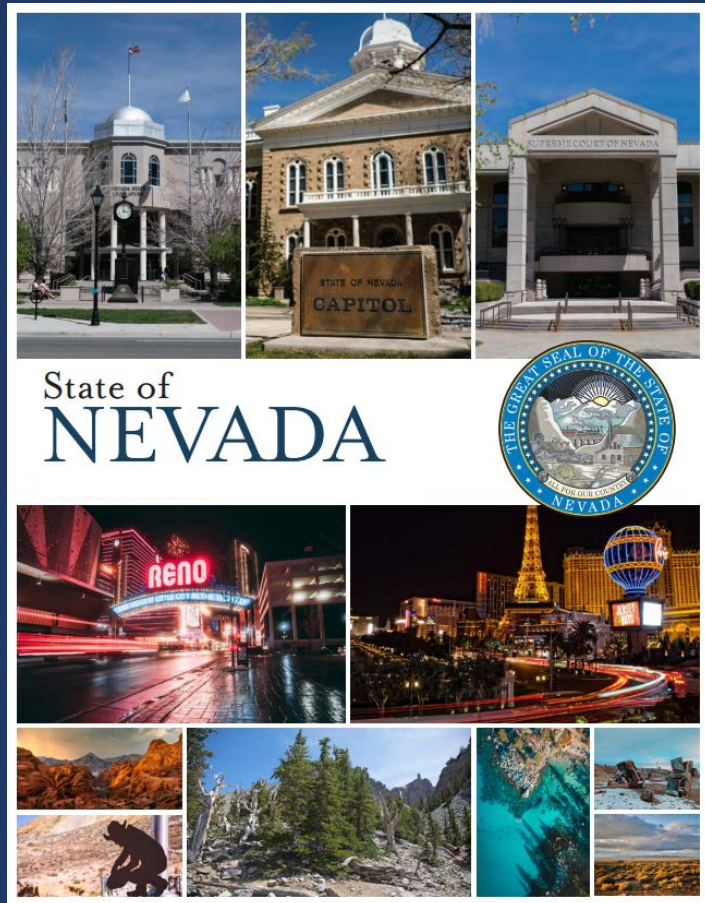
**21**



# 2023 Legislative Update

1/25/2023 – UMC Governing Board

# Nevada's Elected Officials Representing



## Federal

United States Senator Catherine Cortez-Masto

United States Senator Jacky Rosen

Congressman Steven Horsford

## State

Nevada State Senator Rochelle Nguyen

Nevada State Assemblywoman Sabra Smith-Newby

Clark County Commissioner William McCurdy

City of Las Vegas Councilman Brian Knudsen



# 82nd (2023) Legislative Session

February 6, 2023 – June 6, 2023



**94 Healthcare  
related BDRs**

## **Areas of impact**

- Costs
- Emergency
- Environmental Services
- Human Resources
- Increased Worker Protections
- Information Technology
- Legal
- Medicaid Funding Reform
- Medical Malpractice Laws
- Women's Healthcare

## New Administration's Focus

- Budget & Taxes
- State Employee Raises
- Education
- Economy & Business
- Crime & Public Safety
- Water, Energy & Land
- \*Healthcare
- Rural Nevada
- Gaming

*"Let's plant the trees that  
some of us may never see."  
Governor Lombardo*

## State Budget

- DHHS Budget Overview Hearing: 1/26/23
- State's Final Budget: Finalized late Spring 2023
- Governor finalizes (May 2023)
- \*Healthcare Priority & Focus: Federal & DSH, State Workforce, Medicaid Rate Improvements, Medical Education, Mental & Behavioral Health Improvements & Forensic Facilities - 69.18% increase in funding over the current biennium
- Projections: \$1.2 Billion excess FY23
- Economic Forum is meeting to review revenue

## State Budget Information

- State tax revenues in healthy shape since the rebound in the resort industry
- Large amounts of Federal recovery dollars coming into Nevada



## Federal

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- HHS extension of Public Health Emergency (Possibly end Spring 2023)
  - Shortfalls in Social Security / Medicare & Medicaid Rate Reviews
  - Creating jobs / economic growth
  - Reduce high costs of goods / services
  - Public Health & Equity
  - Immigration
  - CMS GME Expansion Slots
- 

## State

- Medical Malpractice Reform
- Medicaid Provider Fee Program
- Nursing Ratios
- Nursing Licensure Compact

## Medical Malpractice Reform

- Medical malpractice insurance increase to premiums/cap
- Remove cap on attorney fees/expand liability/non-economic damages
- Remove statute of limitations to file claims

## Medicaid Provider Fee Program

- Supports overall healthcare system
- Provider fee offsets impact of DSH by imposing the fee as "self tax"

## Nursing Ratios

- Nevada maintains strong laws supporting nurses
- Increase health care costs
- Affects access to care

## Nurse Licensure Compact

- Recognize multi-state nursing licensure
- Allows nurses to practice in home state and other compact states
- Improves access to patient care by assisting with staffing shortages
- Better response to disaster/emergency staffing needs



## Modernization NRS 450

- Governing Board – Update “advisory board” reflect current language
- Public Service Laboratory/Ambulatory Surgery/UNLV – Academic Health Center Partnership - provides basis and codifies relationship – partnership for joint ventures to further medical education and public health
- Peer Review/Closed Session – Extends authority granted in closed sessions to include discussions related to patient care safety and quality, peer review activities, and matters related to the hospital’s compliance with healthcare regulations
- Corporate Practice of Medicine exception to include Dentists and other Providers of Healthcare



## CRNA

- Expand scope/APRN
- Opt out State

## Healthcare Worker Violence

- Expand scope of defined healthcare worker i.e. public safety officer, volunteer, behavioral tech
- Expand location; i.e. hospital parking lot, clinics



## 340B – Drug Pricing Program

- Federal court ruled - CMS cuts to 2022 reimbursement for drugs under 340B must stop immediately
- State of Nevada 3<sup>rd</sup> party payor protections for participants/Protection of contract pharmacy pricing

## SB248 – Debt Collection

- NHA filed amicus brief with the 9<sup>th</sup> Circuit Court of Appeals on behalf of debt collectors
- Collections industry retained firm to challenge bill in the Nevada Supreme Court on constitutional grounds
- Oral arguments have been held & awaiting decision from the Supreme Court

## SB329 – Hospital contracting with payors/mergers and acquisitions

- Revises provisions relating to competition in health care markets
- Private hospitals/mergers and acquisitions limitations
- Being challenged based on constitutional grounds & briefs filed in Nevada Supreme Court

## SB420 – Public Option effective 2026

- MCO or DHHS administer plan
- Providers to accept reimbursement rates comparable to those paid by Medicare
- 50,000 Nevadans expected to enroll initially
- NV expects \$300-\$400 million in healthcare savings
- Leverage state purchasing power to lower premiums/costs for health care for all Nevadans
- Improve access/reduce disparities related to quality of care outcomes
- Increase competition in individual health insurance rating areas to improve coverage for rural Nevadans
- Federal savings through waivers to provide additional funding and improve affordability of health care coverage
- Promote value-based health care financing



# Questions?

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

<b>Issue:</b> <b>2023 Governing Board Action Plan</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board review and discuss potential topics for the Governing Board 2023 Action Plan calendar; and take any action deemed appropriate. (<i>For possible action</i>)</b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will discuss potential topics for the 2023 Action Plan calendar.

Cleared for Agenda  
January 25, 2023

Agenda Item #

**22**



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

<b>Issue:</b>	<b>Report from the Governing Board Human Resource and Executive Compensation Committee</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board receive a report from the Governing Board Human Resource and Executive Compensation Committee; and take any action deemed appropriate. (<i>For possible action</i>)</b>		

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive a report on the January 23, 2023 Governing Board Human Resource and Executive Compensation Committee meeting.

Cleared for Agenda  
January 25, 2023

Agenda Item #

**23**

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

<b>Issue:</b> <b>Report from Governing Board Audit and Finance Committee</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>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>)</b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive a report on the January 18, 2023 Governing Board Audit and Finance Committee meeting.

Cleared for Agenda  
January 25, 2023

Agenda Item #

**24**

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

<b>Issue:</b>	<b>Monthly Financial Report for November and December FY23 Update</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board receive an update on the monthly financial report for November and December FY23; and take any action deemed appropriate</b>		

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive an update on November and December FY23 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda  
January 25, 2023

Agenda Item #

**25**



# November 2022 Financials

GB Meeting



# KEY INDICATORS – NOV



Current Month	Actual	Budget	% Var	Prior Year	Variance	% Var
APDs	19,867	18,485	7.47%	19,440	426	2.19%
Total Admissions	1,974	1,919	2.84%	1,832	142	7.75%
Observation Cases	806	1,123	(28.23%)	1,123	(317)	(28.23%)
AADC	662	616	7.47%	648	14	2.19%
ALOS (Admits)	6.41	6.30	1.79%	6.25	0.16	2.56%
ALOS (Obs)	1.02	1.43	(28.12%)	1.43	(0.40)	(28.12%)
Hospital CMI	1.82	1.97	(7.77%)	1.92	(0.10)	(5.00%)
Medicare CMI	1.94	2.23	(12.88%)	2.16	(0.22)	(10.26%)
IP Surgery Cases	717	866	(17.19%)	828	(111)	(13.41%)
OP Surgery Cases	351	497	(29.40%)	472	(121)	(25.64%)
Transplants	11	11	0.00%	11	-	0.00%
Total ER Visits	9,875	9,057	9.03%	8,793	1,082	12.31%
ED to Admission	11.06%	-	-	7.68%	3.38%	-
ED to Observation	9.05%	-	-	12.29%	(3.24%)	-
ED to Adm/Obs	20.11%	-	-	19.97%	0.14%	-
Quick Cares	19,012	15,405	23.41%	15,073	3,939	26.13%
Primary Care	6,407	5,306	20.74%	5,294	1,113	21.02%
UMC Telehealth - QC	667	175	281.14%	-	667	100.00%
OP Ortho Clinic	665	-	100.00%	-	665	100.00%
Deliveries	142	127	12.08%	123	19	15.45%

# SUMMARY INCOME STATEMENT – NOV

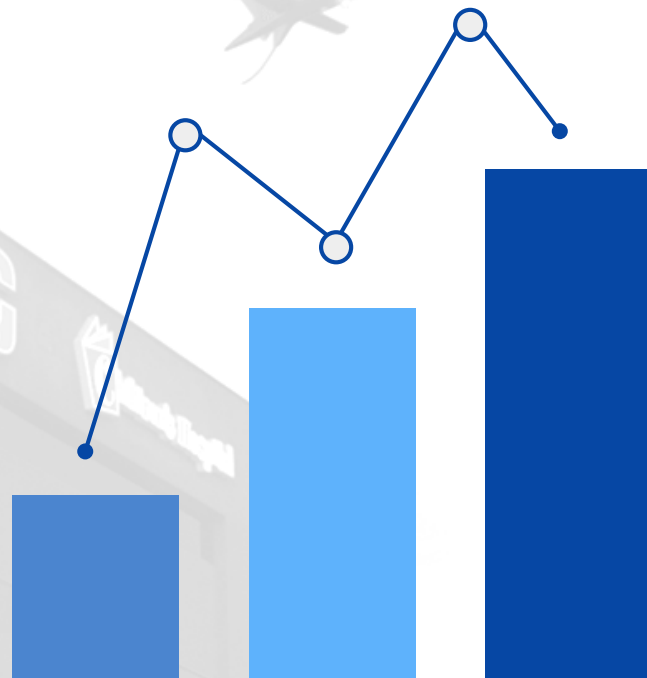


REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$67,243,590	\$63,635,595	\$3,607,995	5.67%	↑
Net Patient Revenue as a % of Gross	18.45%	17.80%	0.65%	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$68,431,850	\$66,155,009	(\$2,276,841)	(3.44%)	↓
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$1,188,260)	(\$2,519,414)	\$1,331,155	52.84%	↑
Add back: Depr & Amort.	\$2,810,794	\$2,905,602	\$94,808	3.26%	↑
Tot Inc from Ops plus Depr & Amort.	\$1,622,534	\$386,188	\$1,236,346	320.14%	↑
Operating Margin (w/Depr & Amort.)	2.41%	0.61%	1.81%	-	



# December 2022 Financials

GB Meeting



# KEY INDICATORS – DEC



Current Month	Actual	Budget	% Var	Prior Year	Variance	% Var
APDs	20,965	18,330	14.38%	20,466	499	2.44%
Total Admissions	2,006	1,910	5.02%	1,821	185	10.16%
Observation Cases	763	1,070	(28.69%)	1,070	(307)	(28.69%)
AADC	676	591	14.38%	660	16	2.44%
ALOS (Admits)	7.33	6.22	17.76%	7.69	(0.36)	(4.68%)
ALOS (Obs)	0.93	1.46	(36.66%)	1.46	(0.54)	(36.66%)
Hospital CMI	1.90	2.09	(9.20%)	2.03	(0.14)	(6.48%)
Medicare CMI	1.88	1.85	1.52%	1.79	0.08	4.57%
IP Surgery Cases	742	759	(2.20%)	723	19	2.63%
OP Surgery Cases	368	494	(25.52%)	469	(101)	(21.54%)
Transplants	8	9	(11.11%)	9	(1)	(11.11%)
Total ER Visits	9,764	9,503	2.75%	9,226	538	5.83%
ED to Admission	11.61%	-	-	7.09%	4.53%	-
ED to Observation	9.35%	-	-	11.44%	(2.08%)	-
ED to Adm/Obs	20.96%	-	-	18.52%	2.44%	-
Quick Cares	19,399	17,326	11.96%	17,802	1,597	8.97%
Primary Care	5,740	5,103	12.49%	5,093	647	12.70%
UMC Telehealth - QC	729	185	294.05%	-	729	100.00%
OP Ortho Clinic	658	-	100.00%	-	658	100.00%
Deliveries	137	121	13.68%	117	20	17.09%



# SUMMARY INCOME STATEMENT – DEC



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$72,620,997	\$66,940,104	\$5,680,893	8.49%	↑
Net Patient Revenue as a % of Gross	17.73%	18.77%	(1.03%)	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$74,362,940	\$66,346,185	(\$8,016,755)	(12.08%)	↓
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$1,741,943)	\$593,919	(\$2,335,862)	(393.30%)	↓
Add back: Depr & Amort.	\$3,287,333	\$2,905,602	(\$381,731)	(13.14%)	↓
Tot Inc from Ops plus Depr & Amort.	\$1,545,390	\$3,499,521	(\$1,954,131)	(55.84%)	↓
Operating Margin (w/Depr & Amort.)	2.13%	5.23%	(3.10%)	-	

# SUMMARY INCOME STATEMENT – YTD DEC



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$409,577,915	\$399,179,584	\$10,398,330	2.60%	↑
Net Patient Revenue as a % of Gross	17.96%	18.59%	(0.63%)	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$414,394,908	\$398,745,743	(\$15,649,165)	(3.92%)	↓
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$4,816,994)	\$433,841	(\$5,250,835)	(1210.31%)	↓
Add back: Depr & Amort.	\$17,311,130	\$17,321,212	\$10,082	0.06%	↑
Tot Inc from Ops plus Depr & Amort.	\$12,494,136	\$17,755,053	(\$5,260,917)	(29.63%)	↓
Operating Margin (w/Depr & Amort.)	3.05%	4.45%	(1.40%)		

## SALARY & BENEFIT EXPENSE – DEC



	Actual	Budget	Variance	% Variance	
Salaries	\$28,229,652	\$24,687,431	(\$3,542,221)	(14.35%)	↓
Benefits	\$12,384,989	\$11,983,294	(\$401,695)	(3.35%)	↓
Overtime	\$1,115,520	\$1,318,903	\$203,383	15.42%	↑
Contract Labor	\$1,190,765	\$847,614	(\$343,152)	(40.48%)	↓
<b>TOTAL</b>	<b>\$42,920,926</b>	<b>\$38,837,242</b>	<b>(\$4,083,685)</b>	<b>(10.51%)</b>	<b>↓</b>

# EXPENSES – DEC



	Actual	Budget	Variance	% Variance	
Professional Fees	\$3,750,407	\$3,803,833	\$53,426	1.40%	↑
Supplies	\$15,052,093	\$11,782,664	(\$3,269,429)	(27.75%)	↓
Purchased Services	\$6,628,509	\$5,937,008	(\$691,501)	(11.65%)	↓
Depreciation	\$2,739,057	\$2,300,178	(\$438,879)	(19.08%)	↓
Amortization	\$548,276	\$605,424	\$57,148	9.44%	↑
Repairs & Maintenance	\$850,806	\$914,226	\$63,421	6.94%	↑
Utilities	\$458,235	\$322,497	(\$135,738)	(42.09%)	↓
Other Expenses	\$1,268,585	\$1,652,250	\$383,664	23.22%	↑
Rental	\$146,044	\$190,862	\$44,818	23.48%	↑
<b>Total Other Expenses</b>	<b>\$31,442,013</b>	<b>\$27,508,943</b>	<b>(\$3,933,070)</b>	<b>(14.30%)</b>	<b>↓</b>

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

<b>Issue:</b>	<b>Kirk Kerkorian School of Medicine Dean's Update</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b> <b>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></b>		

**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  
January 25, 2023

Agenda Item #

**26**

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

<b>Issue:</b> <b>CEO Update</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. (<i>For possible action</i>)</b>	

**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  
January 25, 2023

Agenda Item #

**27**



# CEO Update January 2023

- Anesthesia
- Length of Stay
- Transfers
- First Pancreas Transplant
- UMC Career Fair
- ReVitalize Update
- Public Safety
- Increase in CPR Classes
- UMC Event Medicine
  - Dr. Ketan Patel – appointed co-chair NHL Medical Standards Committee
- Human Trafficking Conference



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

<b>Issue:</b> <b>Review the standing committee assignments for the calendar year 2023.</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board review and accept the standing committee assignments for the calendar year 2023; and take any action deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

Standing Committees may be appointed by the Governing Board. A Standing Committee is one whose functions are determined by a continuous need. Members of Standing Committees of the Governing Board will be appointed at a regular meeting of the Governing Board to serve for a term of one year. The Governing Board may additionally appoint both voting and non-voting public members to such Standing Committees, provided that members of the Governing Board shall constitute a majority of voting members of such Standing Committees and that a member of the Governing Board shall chair all such Standing Committees. Public members shall be advisory to the Standing Committee and shall have no vote, unless otherwise authorized by the Governing Board.

Members of Committees shall be appointed by the Governing Board. The Chair of the Board shall appoint the Chair of each Committee.

Cleared for Agenda  
January 25, 2023

Agenda Item #

**28**

**COMMITTEE ASSIGNMENTS\***  
**For 2023**

**Audit and Finance**

Robyn Caspersen – Chair  
Harry Hagerty  
Jeff Ellis  
Donald Mackay  
Mary Lynn Palenik  
Chris Haase  
Jennifer Wakem (Admin Liaison)

**Strategic Planning**

Harry Hagerty - Chair  
Donald Mackay, MD  
Robyn Caspersen  
Renee Franklin  
Mary Lynn Palenik  
Chris Haase  
Mason VanHouweling (Admin Liaison)

**Human Resources and  
Executive Compensation**

Jeff Ellis - Chair  
Renee Franklin  
Laura Lopez-Hobbs  
Barbara Fraser (non-voting)  
Ricky Russell (Admin Liaison)

**Clinical Quality and Professional  
Affairs Committee**

Donald Mackay, MD- Chair  
Renee Franklin  
Laura Lopez-Hobbs  
Jeff Ellis  
Barbara Fraser (non-voting)  
Steve Weitman (non-voting)  
Patricia Scott (Admin Liaison)

\*Section 7.2 General Provisions – Appointment

Members of the Committee shall be appointed by the Governing Board. The Chair of the Board shall appoint the Chair of each Committee.

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

<b>Issue:</b> <b>Emerging Issues</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>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>)</b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

None.

Cleared for Agenda  
January 25, 2023

Agenda Item #

**29**