UMC Governing Board Meeting

Wednesday, October 27, 2021 2:00 p.m.

Delta Point Emerald Suite

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
October 27, 2021, 2:00 p.m.
901 Rancho Lane, Las Vegas, Nevada
Delta Point Building, Emerald Conference Room (1st Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, October 27, 2021, 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 September 29, 2021. *(Available at University Medical Center, Administrative Office) (For possible action)*

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

SECTION 2: CONSENT ITEMS

4. Approve the October 2021 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on October 26, 2021; and take action as deemed appropriate. *(For possible action)*

5. Approve and recommend approval by the UMC Board of Hospital Trustees the proposed amendments to the UMC Medical and Dental Staff Bylaws and Rules & Regulations; as approved and recommended by the Medical Executive Committee on September 28, 2021; and take action as deemed appropriate. *(For possible action)*.

6. Approve and authorize the Chief Executive Officer to sign the Secondary Commitment Agreement with Cardinal Health 200, LLC for Medical/Surgical Products and exercise any extension options; or take action as deemed appropriate. *(For possible action)*

7. Approve and authorize the Chief Executive Officer to sign the Contract for Services with Patricia Tondorf, Independent Contractor to provide Patient Accounting Services, exercise any extension options and execute future amendments within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*

8. Approve and authorize the Chief Executive Officer to sign the Agreements with Sophos Limited and ROI-IT for Managed Response IT Services; or take action as deemed appropriate. *(For possible action)*

9. Approve and authorize the Chief Executive Officer to sign the Amendment One to Service Agreement with Cloudmed Solutions LLC for revenue recovery services, exercise the extension option and execute future Statements of Work within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*

10. Approve and authorize the Chief Executive Officer to sign the Coding Services Agreement with Excite IT Partners, LLC d/b/a Excite Health Partners for remote coder services, exercise any extension options and execute future amendments within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*

11. Approve and authorize the Chief Executive Officer to sign the Coding Services Agreement with Medovent Solutions LLC for onsite and remote coder services, exercise any extension options and execute future amendments within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*

12. Approve and authorize the Chief Executive Officer to sign the Amendment One to SAAS Service Agreement, and exercise any extension options with FrontRunnerHC, Inc. for COVID-Assist software subscription services; or take action as deemed appropriate. *(For possible action)*

13. Approve and authorize the Chief Executive Officer to sign the Service Agreement and Addendum with Philips Healthcare for the Azurion X-Ray Equipment and execute future renewals within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

14. Approve and authorize the Chief Executive Officer to sign the Quote with GE Healthcare for the purchase of anesthesia machines; or take action as deemed appropriate. *(For possible action)*

15. Approve the award of Bid No. 2021-02 First Floor Refresh to DM Stanek Corporation, 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)*

16. Approve and authorize the Chief Executive Officer to sign the Amendment #1 to the Agreement for Landscaping Services with Brightview Landscape Services; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

17. Receive a refresher education from Shaunda Phillips, UMC Risk Manager on patient complaints and grievance handling process; and take any action deemed appropriate. *(For possible action)*

18. Review and discuss the Governing Board 2021 Action Plan, to include an informational presentation on current supply chain challenges facing UMC; and take any action deemed appropriate. *(For possible action)*

19. Receive a report from the Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. *(For possible action)*

20. Receive a report from the Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)*

21. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*

22. Receive the monthly financial report for September FY22; and take any action deemed appropriate. *(For possible action)*

23. Receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*

24. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

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

SECTION 5: CLOSED SESSION

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

COMMENTS BY THE GENERAL PUBLIC

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

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

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

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

University Medical Center of Southern Nevada
Governing Board Meeting
September 29, 2021

Emerald Conference Room
Delta Point Building (1st Floor)
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, September 29, 2021
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
Robyn Caspersen
Chris Haase
Renee Franklin (via WebEx)
Harry Hagerty (via WebEx)
Jeff Ellis (via WebEx)
Mary Lynn Palenik (via WebEx)

Ex-Officio Members:

Present:
Barbara Fraser, Ex-Officio
Dr. Frederick Lippmann, Chief of Staff
Dr. Marc Kahn, Dean UNLV

Absent:

Others Present:
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Kurt Houser, Chief Human Resource Officer
Maria Sexton, Chief Information Officer
Danita Cohen, Chief Experience Officer
Susan Pitz, General Counsel
Stephanie Ceccarelli, Board Secretary

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 August 25, 2021. *(Available at University Medical Center, Administrative Office) (For possible action)*

FINAL ACTION:

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

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

Chairman O'Reilly requested Consent Item 15 will be held for brief discussion later during the meeting.

FINAL ACTION:

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

SECTION 2: CONSENT ITEMS

ITEM NO. 4 Approve the September 2021 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on September 28, 2021; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Credentialing Activities

ITEM NO. 5 Approve the performance objectives for the CEO for Fiscal Year 2022 as recommended by the Human Resources and Executive Compensation Committee; and take action as deemed appropriate. (*For possible action*)

DOCUMENT(S) SUBMITTED**:**
- CEO Goals

DRAFT

ITEM NO. 6 Approve the Policy for Vaccination of Healthcare Workers for SARS COVID-19, as recommended by the Human Resources and Executive Compensation Committee; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- HCW Vaccination Policy
- UMC Employee Health Policy 6.1

ITEM NO. 7 Ratify the Cerner System Amendment 11 with Cerner Corporation for the Epic Beaker Transition Project; authorize the Chief Executive Officer to execute future Change Order within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Amendment No. 11
- Disclosure of Ownership

ITEM NO. 8 Approve and authorize the Chief Executive Officer to sign the Acknowledgment to Amended and Restated Professional Services Agreement with Robert B. McBeath, M.D., P.C. d/b/a OptumCare Anesthesia; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Acknowledgment and Disclosure of Ownership

ITEM NO. 9 Approve and authorize the Chief Executive Officer to sign the Professional Services Agreement for Internal and Family Medicine Residents and Family Medicine Chief Residents Moonlighting Services, and exercise any extension options with the Board of Regents of the Nevada System of Higher Education for and on behalf of the Kirk Kerkorian School of Medicine at UNLV ("UNLVSOM"); or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Professional Services Agreement

ITEM NO. 10 Approve and authorize the Chief Executive Officer to sign the Master Customer Agreement with Sectra, Inc. for the PACS Enterprise Radiology Imaging System; authorize the Chief Executive Officer to exercise any extension/renewal options; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Master Customer Agreement
- Disclosure of Ownership

ITEM NO. 11 Approve and authorize the Chief Executive Officer to sign the Purchase Agreement with KLS-Martin, L.P. for cranial/maxillofacial equipment and supplies; authorize the Chief Executive Officer to exercise any

extension/renewal options; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Purchase Agreement
- Disclosure of Ownership

ITEM NO. 12 Approve and authorize the Chief Executive Officer to sign the Service Agreement with California Transplant Services, Inc. for Skull Flap Storage; or take action as deemed appropriate. (*For possible action*)

DOCUMENT(S) SUBMITTED**:**
- Skull Flap Storage Agreement
- 501c3 Letter of Determination

ITEM NO. 13 Approve and authorize the Chief Executive Officer to sign the Pricing Agreement with Allergan USA, Inc.; or take action as deemed appropriate. (*For possible action*)

DOCUMENT(S) SUBMITTED**:**
- Pricing Agreement
- Disclosure of Ownership

ITEM NO. 14 Approve and authorize the Chief Executive Officer to sign the Purchase Agreement with Bio-Rad Laboratories, Inc. and University Medical Center of Southern Nevada for the purchase and maintenance of an Automated Immunohematology System; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Purchase Agreement

ITEM NO. 15 Approve and authorize the Chief Executive Officer to sign the Agreement for Construction Management Services for UMC's Exterior Redesign and Construction Project with Grand Canyon Construction, Inc. d/b/a Grand Canyon Development Partners; authorize the Chief Executive Officer to exercise any extension options or change orders; or take action as deemed appropriate*. (For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Master Service Agreement
- Disclosure of Ownership

This item will be discussed later during the meeting.

FINAL ACTION:

A motion was made by Member Mackay that Consent Items 4-14 be approved as presented. Motion carried by unanimous vote.

DRAFT

SECTION 3: BUSINESS ITEMS

ITEM NO. 16 Receive annual required training from Rani Gill, Compliance Officer, on compliance for hospital governing boards; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
PowerPoint Presentation

DISCUSSION:

Rani Gill, Compliance Officer provided the refresher annual Compliance Training for the Governing Board.

The goal of compliance is to prevent fraud, waste and abuse. The seven elements of an effective compliance program as outlined by DHHS and OIG include:

1. Policies and procedures,
2. Oversight,
3. Training and education,
4. Open communication,
5. Enforcement of violations,
6. Auditing and monitoring, and finally
7. Corrective actions to identified problems.

The seven elements of the UMC Compliance Program framework are divided into 3 areas: prevention, detection and response. She reviewed the compliance risk areas and national compliance risk areas that the Board needs to be aware of and also stressed the value of communication and responding to the issue in a timely manner.

Governing Board members can support compliance by supplying reasonable oversite and setting a tone from the top, as well as having knowledge of current compliance related issues and risks through quarterly and annual compliance reporting.

The goal of compliance is to be proactive and not reactive. It is an investment and by working together, everyone has a part in setting a culture of compliance.

Chairman O'Reilly invited Ms. Gill to feel free share any compliance issues that needs to be brought to the Board's attention.

FINAL ACTION:
None

ITEM NO. 17 Review and discuss the Governing Board 2021 Action Plan, to include an informational presentation on the Epic System from Maria Sexton, Chief Information Officer; and take any action deemed appropriate. *(For possible action)*

DRAFT

DOCUMENT(S) SUBMITTED**:**
PowerPoint Presentation

DISCUSSION:

Maria Sexton, Chief Information Officer, provided a brief update highlighting what has been taking place with Epic over the past 12 months, what is currently in progress and the roadmap moving forward over the next 12 months.

Over the past 12 months Epic implementations have included Phoenix transplant services, Cosmos Patient Data Mining, ambulatory optimization, quick care wait times texting, and surge units/additional beds have been created.

The projects in progress currently include the go-live of Beaker, which is set for November 2nd. Telemedicine expansion is being integrated, as well as RealTime Eligibility and Claims Services, Enterprise Document Management, continued ambulatory optimization and surgery patient status texting. Epic Honor Roll is a 12-month program which includes earning incentives. The areas of focus will include patient experience, population health, financial and ease of use for providers. The conversation continued with UMC's Epic Gold Star status and opportunities of improvement in the program. We are currently at 5-star status.

Future plans with Epic include Healthy Planet, which is an integrated population health platform. Bones orthopedic and wisdom dental modules, Epic On My Way, texting for primary care appointments and statement availability are also on the 12-month roadmap. Hyperdrive conversion will speed up the Epic platform.

Two internal Epic Post-UGM meetings are planned for September 30th and October 5th for those who attended the seminar.

Ms. Sexton confirmed that UMC's software systems are all integrated and supported by Epic.

FINAL ACTION:
None

ITEM NO. 18 Receive an update a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
None

DISCUSSION:

Member Ellis provided a report on the meeting held on Thursday, September 21, 2021 at 2:00 pm. There was a quorum in attendance. There was no public comment. The minutes and the agenda were both approved.

The Committee discussed the Human Resources FY22 CEO performance objectives and the overall FY22 CEO Performance plan, which were both

approved. Next, there was a discussion regarding the UMC Vaccination Policy for Healthcare Workers, which will be effective November 1st and all UMC employees will need to be vaccinated by November 1st. This item was also approved by the Committee. Finally, the Committee had a discussion regarding the current nursing shortage and UMC's nursing staff recruitment efforts.

There were no emerging issues identified and no public comments. The meeting adjourned at 3:00 p.m.

FINAL ACTION:
None

ITEM NO. 19 Receive an update a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
None

DISCUSSION:

Member Caspersen provided a report on the meeting which was held on Wednesday, September 22, 2021 at 2:00 pm. There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

The 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.

The Committee received a report from UMC's Internal Auditor; there were no finding to report as a result of the audit. An informational presentation on Epic Systems was also received. Financial results from July and August FY22 and year to date financials were reviewed.

There was focus on trending stats, data functions and financial results. Key financial indicators were also reviewed, as well as COVID expenses. There was in depth discussion on capital plan spending. Cash flow is strong and liquidity is good.

There were no emerging issues, no public comment and the meeting adjourned at 3:38 PM.

FINAL ACTION:
None

ITEM NO. 20 Receive the monthly financial report for July and August FY22; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
July and August FY22 Financials

DRAFT

DISCUSSION:

Ms. Wakem provided a summary of the monthly financial reports for July and August FY22.

The key indicators for July showed significant volume. Admissions were 1,917, almost 10% over prior year. The AADC had an average of 602 for the month and acuity remains high. Hospital CMI was 1.91 and Medicare CMI was 1.94. There were 891 inpatient surgeries, which was a record. ER visits totaled 9,920. Quick cares were up 18% and volumes continue to be strong.

The income statement for the month showed net revenue over budget $7.6 million and expenses were over budget $5.3 million. Total income from ops showed positive earnings of almost $500k.

Salaries, wages and benefits were over budget due to increased volumes; overtime continues to be high. She reminded the Board of the nursing shortage and the internal plans to reduce contract labor, along with overtime. HR recently held a very successful hiring fair with 18 new hires and we are receiving assistance with nursing recruitment through our current vendor.

All other expenses in July show supplies significantly over prior year due to volume. A discussion ensued regarding the budget offset.

Next was a review of the key indicators for August, which also showed significant volume. Admissions were 1,904. The AADC set a record at 675 for the month and acuity remains high. Hospital CMI was 1.87 and Medicare CMI was at 2.04. Inpatient surgeries are 3% over budget and outpatient surgeries were 9% above budget. ER visits were 6% over budget. Quick cares volumes continue to be strong, setting a new record high of 17,472.

The income statement for the month of August showed net revenue over budget $10.5 million and operating expenses were over budget $4.5 million. Total income from ops showed positive earnings of $4.3 million.

Salaries, wages and benefits and other expenses were consistent with prior month. There was continued discussion regarding the adjusted average daily census and patient length of stay.

FINAL ACTION:

None

ITEM NO. 21 Receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
None

DISCUSSION:

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

Construction continues ahead of schedule. The medical education building is taking shape and the goal is to take occupancy by the end of summer or early fall of 2022.

The School is entertaining an opportunity to attain funding for an ambulatory clinical building and research building, which will have generational impact in the community. Strategic planning for the academic health center continues.

Over 1,440 applications have been received for the medical staff. There have been continued discussions regarding strategically improving the GME program.

The school is also working with UMC to expand the number of clinical trials that are being done. There was continued discussion regarding challenges in the debates over masks and vaccination status within the community.

FINAL ACTION:
None

ITEM NO. 22 Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
CEO Update

DISCUSSION:

Mason Van Houweling, UMC CEO provided the following updates:

- COVID Statistics – 45 in-house
- Mandatory vaccines and boosters - UMC has adopted a new vaccination policy requiring all employees must be fully vaccinated effective November 1st. Pfizer has approval for 3rd dose and boosters and Moderna has been approved for the 3rd dose. Shots available beginning October 4th.
- RN Job Fair – There were 18 on-the-spot offers to nurses.
- Brief update provided on the Façade project manager
- Elevator refurbish underway throughout the hospital
- Privacy curtains and blinds are being replaced
- UMC received the Platinum Award and Hope Award from Nevada Donor Network
- Organizational Excellence Award from National Palliative Care Association
- TIP (Trauma Intervention Program) recognizes UMC as a state leader
- UMC in the News – Healthcare Heroes, COVID Recovery Clinic, Unvaccinated Cases
- UMC Foundation “Grateful Patient” Program
- UMC Foundation 5K – October 16th at Sunset Park – 8:00 am
- Dr. Vohra was recognized for achieving 30 years of service – Congratulations Dr. Vohra!

DRAFT

- Carissa Rey is leaving UMC to pursue an opportunity with another facility. Ms. Rey thanked UMC for all of the support and opportunities she has received.

FINAL ACTION:
None

At this time the Board returned to discuss Item 15.

ITEM NO. 15 Approve and authorize the Chief Executive Officer to sign the Agreement for Construction Management Services for UMC's Exterior Redesign and Construction Project with Grand Canyon Construction, Inc. d/b/a Grand Canyon Development Partners; authorize the Chief Executive Officer to exercise any extension options or change orders; or take action as deemed appropriate*. (For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Master Service Agreement
- Disclosure of Ownership

DISCUSSION:

None

FINAL ACTION:

A motion was made by Member Mackay that Item 15 be approved as presented. Motion carried by unanimous vote.

SECTION 4: EMERGING ISSUES

ITEM NO. 23 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. *(For possible action)*

DISCUSSION:

Ex-Officio Member Dr. Lippmann informed the Board that a memorandum would be going out requiring all privileged providers at UMC to be vaccinated.

Sanctions to providers out of compliance have been reinstituted. There are currently over 130 providers on suspension.

FINAL ACTION:
None

DRAFT

COMMENTS BY THE GENERAL PUBLIC:

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

A motion was made by Member Caspersen to go into closed session pursuant to NRS 241.015(3)(b)(2).

There being no further business to come before the Board at this time, at the hour of 3:37 PM, Chair O'Reilly adjourned the meeting, and the Board recessed to go into closed session.

SECTION 5: CLOSED SESSION

ITEM NO. 24 Go into closed session, NRS 241.015(3)(b)(2), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly. *(For possible action)*

The meeting was reconvened in closed session at 3:44 PM.

At the hour of 4:02 PM, the closed session on the above topic ended.

FINAL ACTION TAKEN:

None

There being no further business to come before the Board at this time, at the hour of 4:02 PM. Chair O'Reilly adjourned the meeting.

APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Board Secretary

DRAFT

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendments to Medical and Dental Staff Bylaws and Rules & Regulations**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and recommend approval by the Board of Hospital Trustees the proposed amendments to the UMC Medical and Dental Staff Bylaws and Rules & Regulations; as approved and recommended by the Medical Executive Committee on September 28, 2021; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The UMC Governing Board is responsible for the review and approval of the UMC Medical and Dental Staff Bylaws and Rules & Regulations, subject to final approval by the Board of Hospital Trustees.

At its meeting on September 28, 2021, the UMC Medical Executive Committee recommended approval of amendments to the Medical and Dental Staff Bylaws and Rules & Regulations, subject to the completion of the approval process set forth in Part I, Section 9 of the UMC Medical and Dental Staff Bylaws. The proposed amendments relate to changes recommended by the UMC Medical and Dental Staff during the course of the past year.

For a complete review of the proposed amendments, please see the attached red-line version of the UMC Medical and Dental Staff Bylaws and Rules & Regulations.

Cleared for Agenda
October 27, 2021

Agenda Item #
5

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA
MEMORANDUM
Medical Staff Services

TO: **Medical & Dental Staff**

FROM: **Shadaba Asad, M.D., Chair of Bylaws Committee**

SUBJECT: **Bylaws, Rules & Regulations Revisions**

DATE: **September 29, 2021**

At its September 28, 2021 meeting, the Medical Executive Committee approved the revisions to the Medical & Dental Staff Bylaws and Rules & Regulations. Kindly review the following Revisions:

Bylaws, Part I, Section 3.1.1: The Active Category Qualifications-

This change makes minor adjustments and clarifications to the requirements for "Active" UMC medical staff membership. These changes require practitioners relying up cases for active membership to demonstrate encounters within **UMC Hospital or a UMC Clinic.** Practitioners seeking active membership through meeting attendance/involvement may do so by attending **1 General Medical Staff Meeting and 6 Meetings of a Medical Staff/Hospital Committee the member is assigned to.**

Bylaws, Part III, Section 4.4: Special Conditions for APPs

Deleted duplicative portions of Section 4.4 discussing Special Conditions for APPs at the time of reappointment. Additional requirements will continue to include, as applicable:

- APP Evaluation completed by the APP's Supervising/Collaborating Physician or Department Chief;
- 1 peer reference
- Nevada State Supervision Agreement (PA);
- CRNA Statement of Sponsor;
  NCCPA Certification

Rules & Regs, Part II, Section 2.1.6 - Professional Review Committee Composition

Alterations to the requirements for the PRC Committee composition to include Chief of Staff (or designee), PRC Chair/Vice-Chair, Department Chief, and at least three members of the Active Staff.

Rules & Regs, Part II, section 2.1.7 Nominatong Committee

Revised to match current process of forwarding the recommenadtions for candidates to the Active Staff.

Rules & Regs, Part II, Section 2.2.3 Cancer Committee Composition

This alteration adjusts the required composition of the physicians serving on the UMC Cancer Committee

Rules & Regs, Part II, Section 2.2.4-2.2.5 Education and Ethics Committee Composition
Clarify that terms for appointed members are to be 2 years. Clarify that Ethics Committee will meet on an ad-hoc basis.

In accordance with the UMC Medical and Dental Staff Bylaws, all Active members of the UMC Medical Staff shall receive at least thirty (30) days' notice of the proposed changes and each Active member of the UMC Medical Staff is eligible to vote on the proposed amendments. The amendments shall be considered approved by the UMC Medical Staff unless a simple majority of those Active members eligible to vote reject the proposed revisions.

The Bylaws/Rules & Regulations are posted on Physician Link for your review.

Please email Jovi.Remitio@umcsn.com to return a vote rejecting the proposed revisions. Please send the email on or before October 30, 2021. Absence of an email means acceptance of the proposed revisions.

Thank you.

University Medical Center of Southern Nevada
Medical and Dental Staff Bylaws
&
Medical and Dental Staff Rules and Regulations

DRAFT

MEDICAL AND DENTAL STAFF BYLAWS		MEDICAL AND DENTAL STAFF RULES AND REGULATIONS	
Approved By:	**Date**	**Approved By:**	**Date**
Medical Executive Committee	July 25, 2017	Medical Executive Committee	June 27, 2017
Governing Board	August 23, 2017	Governing Board	August 23, 2017
Board of Hospital Trustees	September 5, 2017	Board of Hospital Trustees	September 5, 2017
Revised On:	**Date**	**Revised On:**	**Date**
Medical Executive Committee	July 24, 2018	Medical Executive Committee	July 24, 2018
Governing Board	August 29, 2018	Governing Board	August 29, 2018
Board of Hospital Trustees	September 18, 2018	Board of Hospital Trustees	September 18, 2018
Revised On:	**Date**	**Revised On:**	**Date**
Medical Executive Committee	August 27, 2019	Medical Executive Committee	August 27, 2019
Governing Board	September 25, 2019	Governing Board	September 25, 2019
Board of Hospital Trustees	October 15, 2019	Board of Hospital Trustees	October 15, 2019
Revised On:	**Date**	**Revised On:**	**Date**
Medical Executive Committee	November 24, 2020	Medical Executive Committee	November 24, 2020
Governing Board	December 16, 2020	Governing Board	December 16, 2020
Board of Hospital Trustees	January 4, 2021	Board of Hospital Trustees	January 4, 2021

Revised On:	Date	Revised On:	Date
Medical Executive Committee	May 25, 2021	Medical Executive Committee	May 25, 2021
Governing Board	June 30, 2021	Governing Board	June 30, 2021
Board of Hospital Trustees	July 20, 2021	Board of Hospital Trustees	July 20, 2021

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University Medical Center of Southern Nevada
Medical and Dental Staff Bylaws

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Part I: Governance

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Section 1. Medical Staff Purpose and Authority

1.1 Purpose

The purpose of this Medical Staff is to organize the activities of physicians and other clinical practitioners who practice at University Medical Center of Southern Nevada in order to carry out, in conformity with these Bylaws, the functions delegated to the Medical Staff by the University Medical Center of Southern Nevada Board of Trustees.

1.2 Authority

Subject to the authority and approval of the Board of Clark County Commissioners, sitting as the Board of Trustees, the Medical Staff will exercise such power as is reasonably necessary to discharge its responsibilities under these Bylaws, associated Rules and Regulations, policies, and under the corporate Bylaws of the University Medical Center of Southern Nevada. Henceforth, whenever the term "the hospital" is used, it shall mean University Medical Center of Southern Nevada; and whenever the term "the Board" is used, it shall mean Board of Trustees or its delegated authority. Whenever the term "CEO" is used, it shall mean the Chief Executive Officer appointed by the Board to act on its behalf in the overall management of the hospital. The term CEO includes a duly appointed acting administrator serving when the CEO is away from the hospital. Whenever the term "Medical Staff" is used, it shall mean those professionally competent licensed independent practitioners, including physicians (M.D. or D.O.), dentists, oral and maxillofacial surgeons, podiatrists, and advanced practice registered nurses who have been granted membership to the Medical and Dental Staff of University Medical Center of Southern Nevada in accordance with these Bylaws.

Section 2. Medical Staff Membership

2.1 Nature of Medical Staff Membership

Membership on the Medical Staff of the hospital is a privilege that shall be extended only to professionally competent physicians (M.D. or D.O.), dentists, oral and maxillofacial surgeons, podiatrists, and advanced practice registered nurses who continuously meet the qualifications, standards, and requirements set forth in these Bylaws, associated Rules and Regulations, policies, and procedures of the Medical Staff and the hospital.

2.2 Qualifications for Membership

The qualifications for Medical Staff membership are delineated in Part III of these Bylaws (Credentials Procedures Manual).

2.3 Nondiscrimination

The Medical Staff will not discriminate in granting staff appointment and/or clinical privileges on the basis of race, color, religion, sex, age, national origin, sexual orientation, gender identity or expression, genetic information, or disability unrelated to the provision of patient care or required Medical Staff responsibilities, or any other basis prohibited by applicable law, to the extent the applicant is otherwise qualified.

2.4 Conditions and Duration of Appointment

The Board shall make initial appointment and reappointment to the Medical Staff. The Board shall act on appointment and reappointment only after the Medical Staff has had an opportunity to submit a recommendation from the Medical Executive Committee (MEC) with the exception of emergency, disaster and temporary privileges. Appointment and reappointment to the Medical Staff shall be for no more than twenty-four (24) calendar months.

2.5 Medical Staff Membership and Clinical Privileges

Requests for Medical Staff membership and/or clinical privileges will be processed only when the potential applicant meets the current minimum qualifying criteria approved by the Board. Membership and/or privileges will be granted and administered as delineated in Part III (Credentials Procedures Manual) of these Bylaws. A practitioner who fails to meet the minimum qualifying criteria as set forth in Part III of these Bylaws shall be ineligible to apply for Medical Staff membership and/or clinical privileges.

2.6 Medical Staff Members Responsibilities

2.6.1 Each staff member and practitioner with privileges, must provide for appropriate, timely, and continuous care of his/her patients at the level of quality and efficiency generally recognized as appropriate by medical professionals in the same or similar circumstances.

2.6.2 Each staff member and practitioner with privileges must participate, as assigned or requested, in quality/performance improvement/peer review activities and in the discharge of other Medical Staff functions (including service on appropriate Medical Staff committees) as may be required.

2.6.3 Each staff member, consistent with his/her granted clinical privileges, shall participate in the on call coverage of the emergency department or in other hospital coverage programs as defined in the On Call Physician Policy.

2.6.4 Each staff member and practitioner with privileges must submit to any pertinent type of health evaluation as requested by the officers of the Medical Staff, MEC, Credentials Committee, Chief Executive Officer (CEO), and/or Department Chief when it appears necessary to protect the well-being of patients and/or staff, or as part of a post-treatment monitoring plan consistent with the provisions of any Medical Staff and hospital policies addressing physician health or impairment.

2.6.5 Each staff member and practitioner with privileges must abide by the Medical and Dental Staff Bylaws and any other rules, regulations, policies, procedures, and standards of the Medical Staff and hospital, including the Corporate Compliance Code of Conduct.

2.6.6 Each staff member and practitioner with privileges must provide evidence of professional liability coverage of a type and in an amount sufficient to cover the clinical privileges granted or an amount established by the Board, whichever is higher. In addition, staff members shall comply with any financial responsibility requirements that apply under state law to the practice of their profession. Each staff member and practitioner with privileges shall notify the Chief of Staff or designee within thirty (30) days of any and all malpractice claims filed in any court of law against the Medical Staff member or any settlement agreement regarding alleged malpractice which the medical staff member or practitioner may agree to. Failure to properly notify the Chief of Staff shall be grounds for discontinuance of processing of an application or reapplication for staff membership and privileges and/or the relinquishment, or limitation, of staff membership and privileges.

2.6.7 Each applicant for privileges or staff member or practitioner with privileges agrees to release from any liability, to the fullest extent permitted by law, all persons for their conduct, done in good faith and without malice, in connection with investigating and/or evaluating the quality of care or professional conduct provided by the Medical Staff member and his/ her credentials.

2.6.8 Each staff member and practitioner with privileges shall prepare and complete in timely fashion, according to Medical Staff and hospital policies, the medical and other required records for all patients to whom the practitioner provides care in the hospital, or within its facilities, clinical services, or departments.

a. All medical history and physical examinations must be completed and documented by a physician, an oral and maxillofacial surgeon, advanced practice registered nurse or Advanced Practice Professional in accordance with State law and hospital policy. A medical history and physical examination shall be completed for each patient at the hospital as follows:

i. <u>For each hospital inpatient, patient under observation, or patient requiring anesthesia services,</u> a complete medical history and physical examination shall be completed no more than seven (7) days before or twenty-four (24) hours after admission or registration, but prior to surgery or a procedure requiring anesthesia services. An updated examination of the patient, including any changes in the patient's condition, shall be completed and documented within twenty-four (24) hours after admission or registration, but prior to surgery or a procedure requiring anesthesia services, when the medical history and physical examination is completed within seven (7) days before admission or registration.

ii. For each hospital outpatient procedure requiring only moderate sedation, a focused medical history and physical examination shall be completed no more than thirty (30) days before or twenty-four (24) hours after admission or registration, but prior to surgery or procedure. An updated examination of the patient, including any changes in the patient's condition, shall be completed and documented within twenty-four (24) hours after admission or registration, but prior to surgery or a procedure, when the medical history and physical examination are completed within thirty (30) days before admission or registration.

iii. For patients receiving specific outpatient surgical or procedural services that do not require moderate sedation or anesthesia, an assessment of the patient, in lieu of a comprehensive history and physical examination, may be completed and documented after registration, but prior to surgery or a procedure, when performed in accordance with the policies established by the medical staff. The assessment must be completed and documented by a physician, an oral and maxillofacial surgeon, or other qualified licensed individual in accordance with State law and hospital policy.

b. The requirements related to complete history and physical examinations, focused history and physical examinations, and assessments in lieu of history and physical examinations are further delineated in the Rules and Regulations.

2.6.9 Each staff member and practitioner with privileges agrees that they shall not serve as the attending or consulting practitioner for any member of their own family. Medical Staff members and practitioners with privileges may not schedule or perform operations or procedures on members of their own families in the operating room, procedure rooms, or laboratories except in emergencies when no other qualified member of the Medical Staff is available.

2.6.10 Each staff member and practitioner with privileges will use confidential information only as necessary for treatment, payment, or healthcare operations in accordance with HIPAA rules and regulations, to conduct authorized research activities, or to perform Medical Staff responsibilities. For purposes of these Bylaws, confidential information means patient information, peer review information, and the hospital's business information designated as confidential by the hospital or its representatives prior to disclosure.

2.6.11 Each staff member and practitioner with privileges must participate in any type of competency evaluation when determined necessary by the MEC and/or Board in order to properly delineate that member's clinical privileges. Each staff member and practitioner with privileges shall provide true and accurate information during the course of any evaluation, inquiry, or investigation of the practitioner's qualifications, conduct, competency, or suitability for medical staff membership and clinical privileges.

2.6.12 Each practitioner on the Medical Staff shall disclose to the Medical Staff any ownership or financial interest that may conflict with, or have the appearance of conflicting with, the interests of the Medical Staff or hospital. Medical staff leadership will deal with conflict of interest issues per the Medical Staff Conflict of Interest Statement.

2.7 Medical Staff Member Rights

2.7.1 Each staff member in the Active category has the right to a meeting with the MEC on matters relevant to the responsibilities of the MEC that may affect patient care or safety. In the event such practitioner is unable to resolve a matter of concern after working with his/her Department Chief or other appropriate Medical Staff leader(s), that practitioner may, upon written notice to the Chief of Staff two (2) weeks in advance of a regular meeting, meet with the MEC to discuss the issue.

2.7.2 Each privileged practitioner has the right to legal counsel, for Medical Staff organizational functions, only when in a fair hearing circumstance.

2.7.3 Each staff member in the Active category has the right to initiate a recall election of a Medical Staff officer by following the procedure outlined in Section 4.7 of these Bylaws, regarding removal and resignation from office.

2.7.4 Each staff member in the Active category may initiate a call for a general staff meeting to discuss a matter relevant to the Medical Staff by presenting a petition signed by twenty percent (20%) of the members of the Active category. Upon presentation of such a petition, the MEC shall schedule a general staff meeting for the specific purposes addressed by the petitioners. No business other than that detailed in the petition may be transacted.

2.7.5 Each staff member in the Active category may challenge any rule, regulation, or policy established by the MEC. In the event that a rule, regulation, or policy is thought to be inappropriate, any Medical Staff member may submit a petition signed by twenty percent (20%) of the members of the Active category. Upon presentation of such a petition, the adoption procedure outlined in Section 9.3 will be followed.

2.7.6 Each staff member in the Active category may call for a Department meeting by presenting a petition signed by twenty percent (20%) of the members of the Department. Upon presentation of such a petition the Department Chief will schedule a Department meeting.

2.7.7 The above sections 2.7.1 to 2.7.5 do not pertain to issues involving individual peer review, formal investigations of professional performance or conduct, denial of requests for appointment or clinical privileges, or any other matter relating to individual membership or privileges. Part II of these Bylaws (Investigations, Corrective Action, Hearing and Appeal Plan) provides recourse in these matters.

2.7.8 Any practitioner eligible for Medical Staff appointment has a right to a hearing/appeal pursuant to the conditions and procedures described in the Medical Staff's hearing and appeal plan (Part II of these Bylaws).

2.8 Staff Dues/Fees/Assessments

2.8.1 Annual Medical Staff dues and other fees or assessments, if any, shall be determined by the MEC. Failure of a Medical Staff member to pay dues, fees, or assessments shall be considered a voluntary resignation from the Medical Staff. The MEC may pass policies that exempt certain categories of membership or members holding specified leadership positions from dues, fees, or assessments.

2.9 Indemnification

2.9.1 Members of the Medical Staff are entitled to the applicable immunity provisions of state and federal law for the credentialing, peer review and performance improvement work they perform on behalf of the hospital and Medical Staff.

2.9.2 In accordance with applicable Nevada law, the hospital will provide a defense and shall indemnify a Medical Staff member against damages in connection with any pending or threatened action, suit, or proceeding to which he is made a party by reason of his having acted in an official capacity in good faith on behalf of the hospital or Medical Staff. However, no member shall be entitled to such indemnification if the acts giving rise to the liability constituted willful misconduct, breach of a fiduciary duty, self-dealing or bad faith.

Section 3. Categories of the Medical Staff

3.1 The Active Category

3.1.1 Qualifications

Members of this category must have served on the Medical Staff for at least one year and either ~~be involved in~~:

Been involved in ~~A~~at least twelve (12) UMC patient encounters~~contacts~~ within the preceding year or twenty four (24) UMC patient encounters ~~contacts~~ within the preceding 2 years (i.e., a UMC patient encounter ~~contact~~ is defined as a~~n~~ UMC inpatient admission;~~,~~ UMC consultation;~~,~~ ~~an~~ UMC inpatient or outpatient surgical procedure;~~,~~ or other ~~shifts performed by an emergency department practitioner, hospitalist, pathologist, radiologist, anesthesiologist, or practitioner~~patient encounters within UMC hospital or a ~~a provider based~~UMC clinic);~~,~~

OR

~~Have~~ A~~a~~ttended at least seven (7) meetings per year of which one (1) must be a General Medical Staff meeting and six (6) must be meetings ~~of which two (2) must be either department or general Medical Staff meetings AND five (5) must be meetings~~ of a Medical Staff or hospital committee that the Member is assigned to.

Additionally, in the interest of patient welfare and continuum of care, members of the Active category must maintain an office and residence within Clark County. Exceptions may be granted by the Medical Executive Committee on a case by case basis. Use of a Post Office Box for a mailing address does not negate the requirement for a Physician, Dentist or Podiatrist to maintain an office and residence in Clark County. It is the Physician's, Dentist's or Podiatrist's responsibility to notify the Medical Staff Office when the location of his/her office address changes within thirty (30) days.

In the event that a member of the Active category does not meet the qualifications for reappointment to the Active category, and if the member is otherwise abiding by all Bylaws, rules, regulations, and policies of the Medical Staff and hospital, the member may be appointed to another Medical Staff category if s/he meets the eligibility requirements for such category. Any such appointment shall not be considered a reduction of privileges or adverse action and the practitioner shall not be entitled to the procedural rights under the Fair Hearing Plan.

3.1.2 Prerogatives

Members of this category may:

a. Attend Medical Staff, department, and section meetings of which s/he is a member and any Medical Staff or hospital education programs;

b. Vote on all matters presented by the Medical Staff, department, section, and committee(s) to which the member is assigned; and

c. Hold office and sit on or be the chair of any committee in accordance with any qualifying criteria set forth elsewhere in the Medical and Dental Staff Bylaws, Rules and Regulations, or Medical Staff policies.

3.1.3 Responsibilities

Members of this category shall:

a. Contribute to the organizational and administrative affairs of the Medical Staff;

b. Actively participate as requested or required in activities and functions of the Medical Staff, including quality/performance improvement and peer review, credentialing, risk, and utilization management, medical records completion and in the discharge of other staff functions as may be required; and

c. Fulfill or comply with any applicable Medical Staff or hospital policies or procedures.

3.2 The Affiliate Category

3.2.1 Qualifications

The Affiliate category is reserved for Medical Staff members who do not meet the eligibility requirements for the Active category. Additionally, in the interest of patient welfare and continuum of care, members of the Affiliate category must maintain an office and residence within Clark County. Exceptions may be granted by the Medical Executive Committee on a case by case basis. Use of a Post Office Box for a mailing address does not negate the requirement for a Physician, Dentist or Podiatrist to maintain an office and residence in Clark County. It is the Physician's, Dentist's or Podiatrist's responsibility to notify the Medical Staff Office when the location of his/her office address changes within thirty (30) days.

3.2.2 Prerogatives

Members of this category may:

a. Attend Medical Staff, department, and section meetings of which s/he is a member and any Medical Staff or hospital education programs;

b. Not vote on matters presented by the entire Medical Staff or department or be an officer of the Medical Staff; and

c. Serve on Medical Staff committees, other than the MEC, Joint Conference Committee, or Credentials Committee, and may vote on matters that come before such committees.

3.2.3 Responsibilities

Members of this category shall:

a. Have the same responsibilities as Active category members.

3.3 Honorary Recognition

Honorary Recognition is restricted to those individuals recommended by the MEC and approved by the Board. Appointment for this Recognition is entirely discretionary and may be rescinded at any time with or without cause. Procedural or fair hearing rights do not apply to the failure to grant, or termination of, membership to Honorary Recognition. Practitioners granted Honorary Recognition shall consist of those practitioners who have retired from active hospital practice, who are of outstanding reputation, and have provided distinguished service to the hospital. They may attend Medical Staff, department, and section meetings, continuing medical education activities, and may be appointed to committees. They shall not hold clinical privileges, hold office or be eligible to vote.

Section 4. Officers of the Medical Staff and MEC At-Large members

4.1 Officers of the Medical Staff and MEC At-Large members

4.1.1 Chief of Staff

4.1.2 Vice Chief of Staff

4.1.3 Secretary-Treasurer

4.1.4 Immediate Past Chief of Staff

4.2 Qualifications of Officers and MEC At-Large members

4.2.1 Officers and MEC At-Large members must be physician-members in good standing of the Active category and be actively involved in patient care in the hospital, have previously served in a significant leadership position of the Medical Staff (e.g. department or section chair, or committee chair), indicate a willingness and ability to serve, have no pending adverse recommendations concerning Medical Staff appointment or clinical privileges, have no licensure sanctions, have participated in Medical Staff leadership training and/or be willing to participate in such training during their term of office, and be in compliance with the professional conduct policies of the hospital. The Medical Staff Nominating Committee will have discretion to determine if a staff member wishing to run for office meets the qualifying criteria. The immediate past Chief of Staff attains his/her position by automatic succession from the office of Chief of Staff.

4.2.2 Officers and MEC At-Large Members may not simultaneously hold a leadership position (any position in which the Member serves on the MEC or the Board) on another hospital's Medical Staff.

4.3 Election of Officers and MEC At-Large members

4.3.1 The Nominating Committee shall offer at least one nominee for each available position. Nominations must be announced, and the names of the nominees distributed to all members of the Active Medical Staff at least 30 days prior to the election.

4.3.2 A petition signed by at least three (3) Active staff Members may add nominations to the ballot. The Medical Staff must submit such a petition to the Chief of Staff at least fourteen (14) days prior to the election for the nominee(s) to be placed on the ballot. The Nominating committee must determine if the candidate meets the qualifications in Section 4.2 above before he/she can be placed on the ballot.

4.3.3 Officers and MEC At-Large members shall be elected prior to the expiration of the term of the current officers or At-Large members. Two MEC At-Large Member positions will be elected each year. There will be separate elections for each At-Large position with the Member receiving a plurality of votes elected for that position. Only members of the Active category shall be eligible to vote. The MEC will determine the mechanisms by which votes may be cast. The mechanisms that may be considered include written mail ballots and electronic voting via computer, fax, or other technology for transmitting the member's voting choices. No proxy voting will be permissible. The nominee(s) who receives the greatest number of votes cast will be elected. In the event of a tie vote, the MEC will make arrangements for a repeat vote(s) deleting the candidate with the lowest number of votes until one candidate receives a greater number of votes.

4.3.4 An Incumbent shall be automatically placed on the ballot without requiring nominations if he/she still wishes to run for election.

4.4 Term of Office

All officers and MEC At-Large members serve a term of two (2) years. They shall take office in the month of January. Each officer shall serve in office until the end of his/her term of office or until a successor is appointed/elected or unless s/he resigns sooner or is removed from office.

4.5 Vacancies of Office

The MEC shall fill vacancies of office during the Medical Staff year, except the office of the Chief of Staff. If there is a vacancy in the office of the Chief of Staff, the Vice Chief of Staff shall serve the remainder of the term.

4.6 Duties of Officers and MEC At-Large members

4.6.1 **Chief of Staff:** The Chief of Staff (COS) is the primary elected officer of the Medical Staff and is the Medical Staff's advocate and representative in its relationships to the Board and the administration of the hospital. The Chief of Staff, jointly with the MEC, provides direction to and oversees Medical Staff activities related to assessing and promoting continuous improvement in the quality of clinical services and all other functions of the Medical Staff as outlined in the Medical and Dental Staff Bylaws, Rules and Regulations, and Medical Staff/hospital policies. Specific responsibilities and authority are to:

a. Call and preside at all general and special meetings of the Medical Staff;

b. Serve as chair of the MEC and as ex officio member of all other Medical Staff committees without vote, and to participate as invited by the CEO or the Board on hospital or Board committees;

c. Enforce Medical and Dental Staff Bylaws, Rules and Regulations, and Medical Staff/hospital policies;

d. Except as stated otherwise, appoint committee chairs and all members of Medical Staff standing and ad hoc committees; in consultation with hospital administration, appoint Medical Staff members to appropriate hospital committees or to serve as Medical Staff advisors or liaisons to carry out specific functions; in consultation with the chair of the Board, appoint the Medical Staff members to appropriate Board committees when those are not designated by position or by specific direction of the Board or otherwise prohibited by state law;

e. Support and encourage Medical Staff leadership and participation on interdisciplinary clinical performance improvement activities;

f. Report to the Board the MEC's recommendations concerning appointment, reappointment, delineation of clinical privileges or specified services, and corrective action with respect to practitioners who are applying for appointment or privileges, or who are granted privileges or providing services in the hospital;

g. Continuously evaluate and periodically report to the hospital, MEC, and the Board regarding the effectiveness of the credentialing and privileging processes;

h. Review and enforce compliance with standards of ethical conduct and professional demeanor among the practitioners on the Medical Staff in their relations with each other, the Board, hospital management, other professional and support staff, and the community the hospital serves;

i. Communicate and represent the opinions and concerns of the Medical Staff and its individual members on organizational and individual matters affecting hospital operations to hospital administration, the MEC, and the Board;

j. Attend Board meetings and Board committee meetings as invited by the Board;

k. Ensure that the decisions of the Board are communicated and carried out within the Medical Staff; and

l. Perform such other duties, and exercise such authority commensurate with the office as are set forth in the Medical and Dental Staff Bylaws.

4.6.2 **Vice Chief of Staff:** In the absence of the Chief of Staff, the Vice Chief of Staff shall assume all the duties and have the authority of the Chief of Staff. S/he shall perform such further duties to assist the Chief of Staff as the Chief of Staff may request from time to time.

4.6.3 **Secretary-Treasurer:** This officer will collaborate with the hospital's Medical Staff office, assure maintenance of minutes, attend to correspondence, act as Medical Staff treasurer, and coordinate communication within the Medical Staff. S/he shall perform such further duties to assist the Chief of Staff as the Chief of Staff may request from time to time.

4.6.4 **Immediate Past Chief of Staff:** This officer will serve as a consultant to the Chief of Staff and Vice Chief of Staff and provide feedback to the officers regarding their performance of assigned duties on an annual basis. S/he shall perform such further duties to assist the Chief of Staff as the Chief of Staff may request from time to time.

4.6.5 **MEC At-Large members:** There shall be four (4) MEC At-Large members who will advise and support the Medical Staff officers and are responsible for representing the needs/interests of the entire Medical Staff, not simply representing the preferences of their own clinical specialty.

4.7 Removal and Resignation from Office

4.7.1 **Automatic Removal**: A Medical Staff officer shall be automatically removed from his/her position if he/she no longer meets the qualifications of the position as defined in the Bylaws.

a. No longer in good standing as evidenced by:

i. an automatic suspension of clinical privileges that lasts more than thirty days,

ii. a summary suspension of greater than fourteen (14) days, or

iii. any corrective action taken by the MEC or Board;

b. No longer an Active Member of the Medical Staff;

c. No longer actively practicing within the Hospital; or

d. Holds a leadership position (defined as an MEC or Board member) at another hospital.

e. In the event that a Member-At-Large becomes the Chief/Vice Chief of a Department or holds another voting position at the MEC, he/she will vacate his/her position as Member-At-Large.

4.7.2 **Removal of Officer for Failure to Perform Their Duties**: The Medical Staff may initiate the removal of any officer if at least twenty percent (20%) of the Active members sign a petition advocating for such action. Removal shall become effective upon an affirmative vote by two thirds (2/3) of those Active staff members casting ballot votes.

4.7.3 **Resignation:** Any elected officer or MEC At-Large member may resign at any time by giving written notice to the MEC. Such resignation takes effect on the date of receipt, when a successor is elected, or any later time specified therein.

Section 5. Medical Staff Organization

5.1 Organization of the Medical Staff

5.1.1 The Medical Staff shall be organized into departments. The Medical Staff may create clinical sections within a department in order to facilitate Medical Staff activities. A list of departments organized by the Medical Staff and formally recognized by the MEC is listed in the Medical and Dental Staff Rules and Regulations, Part II: Organization and Functions Manual, Section 1. .

The MEC, with approval of the Board, may designate new Medical Staff departments or clinical sections or dissolve current departments or clinical sections as it determines will best promote the Medical Staff needs for promoting performance improvement, patient safety, and effective credentialing and privileging.

5.2 Qualifications, Selection, Term, and Removal of Department Chiefs and Vice Chiefs

5.2.1 Department Chiefs and Vice Chiefs of exclusively contracted department shall be governed by the contract.

5.2.2 For non-exclusively contracted departments, each Department Chief and Vice Chief shall be elected to serve a term of two (2) years commencing on January 1 and may be elected to serve successive terms. All Chiefs and Vice Chiefs must be physician-members of the Active Medical Staff, have relevant clinical privileges and be certified by an appropriate specialty board or have affirmatively established comparable competence through the credentialing process. In addition, Department Chiefs and Vice Chiefs shall indicate a willingness and ability to serve, have no pending adverse recommendations concerning Medical Staff appointment or clinical privileges, have no licensure sanctions, have participated in Medical Staff leadership training and/or be willing to participate in such training during their term of office, and be in compliance with the professional conduct policies of the hospital. Department Chiefs and Vice Chiefs may not simultaneously hold a leadership position (any position in which the Member serves on the MEC or the Board) on another hospital's Medical Staff. Noncompliance with this requirement will result in the Department Chief or Vice Chief being automatically removed from office.

5.2.3 For non-exclusively contracted departments, Department Chiefs and Department Vice Chiefs shall be elected by plurality vote of the Active members of the Department, subject to ratification by the MEC. An Incumbent shall automatically be placed on the ballot without requiring nominations if he/she still wishes to run for election. For non-incumbents, three nominations are needed from the Active members of the Department in order to qualify to be placed on the ballot. For Departments with less than 15 Members, one nomination is needed from an Active Member of the Department in order to qualify to be placed on the ballot. The election process will be the same as that for Officers of the Medical Staff other than voting shall be limited to the Active Members of the affected Department or Section. Following the election of the Department Chief and Vice-Chief, the Department Chief shall appoint the respective Section Chair.

5.2.4 Automatic Removal of elected Chiefs and Vice Chiefs: The Department Chief or Vice Chief may be automatically removed from his/her position if he/she no longer meets the qualifications of the position as defined in these Bylaws.

a. No longer in good standing as evidenced by:

i. an automatic suspension of clinical privileges that lasts more than thirty days,

ii. a summary suspension of greater than fourteen (14) days, or

iii. any corrective action taken by the MEC or Board;

b. No longer an Active Member of the Medical Staff;

c. No longer actively practicing within the Hospital; or

d. Holds a leadership position (defined as an MEC or Board member) at another hospital.

5.2.5 Removal of Elected Department Chief or Vice Chief for Failure to Perform Their Duties: The Medical Staff of the affected Department may initiate the removal of any Department Chief or Vice Chief if at least twenty percent (20%) of the Active members sign a petition advocating for such action. Removal shall become effective upon an affirmative vote by two thirds (2/3) of those Active staff members casting ballot votes.

5.2.6 If a Department Chief is removed through this process, the Vice Chief shall assume the position of Chair and a new election for Vice Chief will occur within thirty (30) days.

5.3 Responsibilities of Department Chiefs

Department Chiefs shall carry out the following responsibilities:

a. To oversee all clinically-related activities of the Department;

b. To oversee all administratively-related activities of the Department, unless otherwise provided by the hospital;

c. To provide ongoing surveillance of the performance of all individuals in the Medical Staff Department who have been granted clinical privileges;

d. To recommend to the Credentials Committee the criteria for requesting clinical privileges that are relevant to the care provided in the Medical Staff Department;

e. To recommend clinical privileges for each member of the Department and other licensed independent practitioners practicing with privileges within the scope of the Department;

f. To assess and recommend to the MEC and hospital administration off-site sources for needed patient care services not provided by the Medical Staff Department or the hospital;

g. To integrate the Department into the primary functions of the hospital;

h. To coordinate and integrate interdepartmental and intradepartmental services and communication;

i. To develop and implement Medical Staff and hospital policies and procedures that guide and support the provision of patient care services and review and update these, at least triennially, in such a manner to reflect required changes consistent with current practice, problem resolution, and standards changes;

j. To recommend to the CEO sufficient numbers of qualified and competent persons to provide patient care and service;

k. To provide input to the CEO regarding the qualifications and competence of Department or service personnel who are not LIPs but provide patient care, treatment, and services;

l. To continually assess and improve of the quality of care, treatment, and services;

m. To maintain quality control programs as appropriate;

n. To orient and continuously educate all persons in the Department; and

o. To make recommendations to the MEC and the hospital administration for space and other resources needed by the Medical Staff Department to provide patient care services.

5.4 Responsibilities of Department Vice Chief:

In the absence of the Department Chief, the Department Vice Chief shall assume all the duties and have the authority of the Department Vice Chief. The Department Vice Chief shall perform such further duties to assist the Department Chief as the Department Chief may request from time to time.

5.5 Assignment to Department

The MEC will, after consideration of the recommendations of the Chief(s) of the appropriate Department(s), recommend Department assignments for all members in accordance with their qualifications. Each member will be assigned to one primary Department. Clinical privileges are independent of Department assignment.

Section 6. Committees

6.1 Designation and Substitution

There shall be a Medical Executive Committee (MEC) and such other standing and ad hoc committees as established by the MEC and enumerated in the Organization and Functions Manual of the Rules and Regulations. Meetings of these committees will be either regular or special. Those functions requiring participation of, rather than direct oversight by the Medical Staff may be discharged by Medical Staff representation on such hospital committees as are established to perform such functions. The Chief of Staff may appoint ad hoc committees as necessary to address time-limited or specialized tasks.

6.2 Medical Executive Committee (MEC)

6.2.1 Committee Membership:

a. Composition: The MEC shall be a standing committee consisting of the following voting members: the Officers of the Medical Staff, the Department Chiefs, four (4) At-Large Members, the Credentials Committee Chair, the Professional Improvement Committee Chair, the Bylaws Committee Chair, and the Advanced Practice Professionals Committee Chair. The chair of the MEC will be the Chief of Staff. The non-voting members will include the CEO, Chief Operating Officer (COO), Chief Nursing Officer (CNO), the Dean of the School of Medicine, and the Director of the Office of Military Medicine.

b. Removal from MEC: An Officer, MEC At-Large Member, or Department Chief who is removed from his/her position in accordance with Section 4.7 and/or Section 5.2 above will automatically lose his/her membership on the MEC. When the chair of either the Credentials Committee, Professional Improvement Committee, or Bylaws Committee resigns or is removed from these positions, his/her replacement will serve on the MEC. When a member of the MEC who was elected At-Large resigns or is removed, the MEC will arrange for an At-Large election for a replacement to serve out the remainder of the vacated term. Such an election will follow procedures established by the MEC and must take place within sixty (60) days of the removal of an MEC member.

6.2.2 Duties: The duties of the MEC, as delegated by the Medical Staff, shall be to:

a. Serve as the final decision-making body of the Medical Staff in accordance with the Medical and Dental Staff Bylaws and provide oversight for all Medical Staff functions;

b. Coordinate the implementation of policies adopted by the Board;

c. Submit recommendations to the Board concerning all matters relating to appointment, reappointment, staff category, department assignments, clinical privileges, and corrective action;

d. Report to the Board and to the staff for the overall quality and efficiency of professional patient care services provided by individuals with clinical privileges and coordinate the participation of the Medical Staff in organizational performance improvement activities;

e. Take reasonable steps to encourage and monitor professionally ethical conduct and competent clinical performance on the part of practitioners with privileges including collegial and educational efforts and investigations, when warranted;

f. Make recommendations to the Board on medical administrative and hospital management matters;

g. Keep the Medical Staff up-to-date concerning the licensure and accreditation status of the hospital;

h. Participate in identifying community health needs and in setting hospital goals and implementing programs to meet those needs;

i. Review and act on reports from Medical Staff committees, departments, and other assigned activity groups;

j. Formulate and recommend to the Board Medical Staff rules, policies, and procedures;

k. Request evaluations of practitioners privileged through the Medical Staff process when there are questions about an applicant or practitioner's ability to perform privileges requested or currently granted;

l. Make recommendations concerning the structure of the Medical Staff, the mechanism by which Medical Staff membership or privileges may be terminated, and the mechanisms for fair hearing procedures;

m. Consult with administration on the quality, timeliness, and appropriateness of contracts for patient care services provided to the hospital by entities outside the hospital;

n. Coordinate, with the Compliance Officer, that portion of the corporate compliance plan that pertains to the Medical Staff;

o. Hold Medical Staff leaders, committees, and departments accountable for fulfilling their duties and responsibilities;

p. Make recommendations to the Medical Staff for changes or amendments to the Medical and Dental Staff Bylaws; and

q. The MEC is empowered to act for the organized Medical Staff between meetings of the organized Medical Staff.

6.2.3 Meetings: The MEC shall meet at least ten (10) times per year and more often as needed to perform its assigned functions. Permanent records of its proceedings and actions shall be maintained in accordance with applicable law.

Section 7. Medical Staff Meetings

7.1 Medical Staff Meetings

7.1.1 An annual meeting will be held, usually in December. Other general meetings, if any, of the Medical Staff shall be held at a time determined by the MEC. Notice of the meeting shall be given to all Medical Staff members via appropriate media and posted conspicuously.

7.1.2 Except for Bylaws amendments or as otherwise specified in these Bylaws, the actions of a plurality of the members present and voting at a meeting of the Medical Staff is the action of the group. Action may be taken without a meeting of the Medical Staff by presentation of the question to each member eligible to vote, in person, via telephone, and/or by mail or Internet, and their vote recorded in accordance with procedures approved by the MEC. Such vote shall be binding so long as the question that is voted on receives a plurality of the votes cast.

7.1.3 Special Meetings of the Medical Staff

a. The Chief of Staff may call a special meeting of the Medical Staff at any time. The Chief of Staff must call a special meeting if so directed by resolution of the MEC. Such request or resolution shall state the purpose of the meeting. The Chief of Staff shall designate the time and place of any special meeting.

b. Written or electronic notice stating the time, place, and purposes of any special meeting of the Medical Staff shall be conspicuously posted and shall be sent to each member of the Medical Staff at least three (3) business days before the date of such meeting. No business shall be transacted at any special meeting, except that stated in the notice of such meeting.

7.2 Regular Meetings of Medical Staff Committees and Departments

Committees and Departments may, by resolution, provide the time for holding regular meetings without notice other than such resolution.

7.3 Special Meetings of Committees and Departments

A special meeting of any committee or department may be called by the committee chair or Chair of the Department thereof or by the Chief of Staff.

7.4 Quorum

7.4.1 Medical Staff Meetings: Those eligible Medical Staff members present and voting on an issue.

7.4.2 MEC, Credentials Committee, and Professional Improvement Committee: A quorum will exist for the MEC and Credentials Committee when fifty percent (50%) of the voting members are present. For the Professional Improvement Committee, a quorum will exist when at least seven (7) voting members are present. When dealing with Category 1 requests for routine appointment, reappointment, and clinical privileges the MEC quorum will consist of at least three members.

7.4.3 Department meetings or Medical Staff committees other than those listed in 7.4.2 above: Those eligible Medical Staff members present and voting on an issue.

7.5 Attendance Requirements

7.5.1 Members of the Medical Staff are encouraged to attend meetings of the Medical Staff.

7.5.2 MEC, Credentials Committee, and Professional Improvement Committee meetings: Members of these committees are expected to attend at least two-thirds (2/3rds) of the meetings held. Failure to meet the attendance requirements will result in removal of the member from the committee.

7.6 **Special meeting attendance requirements**: Whenever there is a reason to believe that a practitioner is not complying with Medical and Dental Staff Bylaws or hospital policies or has deviated from standard clinical or professional practice, the Chief of Staff or the applicable Department Chief or Medical Staff committee chair may require the practitioner to confer with him/her or with a standing or ad hoc committee that is considering the matter. The practitioner will be given special notice of the meeting at least five (5) days prior to the meeting. This notice shall include the date, time, place, issue involved and that the practitioner's appearance is mandatory. Failure of the practitioner to appear at any such meeting after two notices, unless excused by the MEC for an adequate reason, will result in an automatic suspension of the practitioner's membership and privileges. Such suspension would not give rise to a fair hearing, but would automatically be rescinded if and when the practitioner participates in the previously referenced meeting. Failure to comply within thirty (30) calendar days will be considered a voluntary resignation from the Medical Staff.

Nothing in the foregoing paragraph shall preclude the initiation of summary restriction or suspension of clinical privileges as outlined in Part II of these Bylaws (Investigations, Corrective Action, Hearing and Appeal Plan).

7.7 Participation by the CEO

The CEO or his/her designee may attend any general, committee, or department meetings of the Medical Staff as an ex-officio member without vote.

7.8 Robert's Rules of Order

Medical staff and committee meetings shall be run in a manner determined by the chair of the meeting. When parliamentary procedure is needed, as determined by the chair or evidenced by a plurality vote of those attending the meeting, the latest abridged edition of Robert's Rules of Order shall determine procedure.

7.9 Notice of Meetings

Written or electronic notice stating the place, day, and hour of any special meeting or of any regular meeting not held pursuant to resolution shall be delivered or sent to each member of the Department or committee not less than three (3) business days before the time of such meeting by the person or persons calling the meeting. The attendance of a member at a meeting shall constitute a waiver of notice of such meeting.

7.10 Action of Committee or Department

Only items that appear on the agenda at least one (1) business day in advance of the meeting shall be voted upon, with the exception of items needed for regulatory/legal compliance that may appear on the agenda at the time of the meeting. The recommendation of a plurality of its members present at a meeting at which a quorum is present shall be the action of a committee or department. Such recommendation will then be forwarded to the MEC for action.

7.11 Rights of Ex officio Members

Except as otherwise provided in these Bylaws, persons serving as ex officio members of a committee shall have all rights and privileges of regular members, except that they shall not vote, be able to make motions, or be counted in determining the existence of a quorum.

7.12 Minutes

Minutes of each regular and special meeting of a committee or department shall be prepared and shall include a record of the attendance of members and the vote taken on each matter. The presiding committee chair or Department Chief shall authenticate the minutes and copies thereof shall be submitted to the MEC or other designated committee. Records of the proceedings shall be kept in accordance with applicable law.

Section 8. Conflict Resolution

8.1 Conflict Resolution

8.1.1 In the event the Board acts in a manner contrary to a recommendation by the MEC, involving issues of patient care or safety, the matter may (at the request of the MEC) be submitted to a Joint Conference Committee composed of the Board of Trustees' Chairperson, the Chief Executive Officer or designee, the Chief of Medical and Dental Staff or designee, Governing Board Chair or designee, Governing Board Clinical Quality and Professional Affairs Sub-Committee Chair, the Performance Improvement Chairperson or designee, Associate Administrator of Clinical Intervention / Quality Management, Dean of the University of Nevada School of Medicine (or any succeeding medical school operated by the Nevada State of Higher Education and affiliated with UMC) or designee, one other member of the Board of Trustees and the Nurse Executive, Medical Staff for review and recommendation to the full Board. The committee will submit its recommendation to the Board within thirty (30) days of its meeting.

8.1.2 To promote timely and effective communication and to foster collaboration between the Board, management, and Medical Staff, the chair of the Board, CEO, or the Chief of Staff may call for a meeting between appropriate leaders, for any reason, to seek direct input, clarify any issue, or relay information directly.

8.1.3 Any conflict between the Medical Staff and the Medical Executive Committee will be resolved using the mechanisms noted in Sections 2.7.1 through 2.7.4 of Part I of these Bylaws.

8.1.4 The Medical Staff may seek the legal advice of Hospital's Office of General Counsel on matters affecting hospital operations. Additionally, at its expense, the Medical Staff may retain and be represented by independent legal counsel. The authority to engage independent legal counsel on behalf of the Medical Staff shall be the prerogative of the Medical Executive Committee and may be required in the event that a conflict or potential conflict of interest impairs or prohibits Hospital counsel from rendering advice based on applicable rules of professional conduct or law.

Section 9. Review, Revision, Adoption, and Amendment

9.1 Medical Staff Responsibility

9.1.1 The Medical Staff shall have the responsibility to formulate, review at least triennially, and recommend to the Board any Medical and Dental Staff Bylaws, Rules and Regulations, policies, procedures, and amendments as needed. Amendments to the Bylaws and Rules and Regulations shall be effective when approved by the Board. The Medical Staff can exercise this responsibility through its elected and appointed leaders or through direct vote of its membership.

9.1.2 Such responsibility shall be exercised in good faith and in a reasonable, responsible, and timely manner. This applies as well to the review, adoption, and amendment of the related rules, policies, and protocols developed to implement the various sections of these Bylaws.

9.2 Methods of Adoption and Amendment to These Bylaws

9.2.1 Proposed amendments to these Bylaws may be originated by the MEC or by a petition signed by twenty percent (20%) of the members of the Active category.

Each Active member of the Medical Staff will be eligible to vote on the proposed amendment via printed or secure electronic ballot in a manner determined by the MEC. All Active members of the Medical Staff shall receive at least thirty (30) days advance notice of the proposed changes. The amendment shall be considered approved by the Medical Staff unless a simple majority of those members eligible to vote returns a ballot marked "no."

Amendments so adopted shall be effective when approved by the Board.

9.3 Methods of Adoption and Amendment to any Medical Staff Rules and Regulations, and Policies

9.3.1 The Medical Staff may adopt additional rules, regulations, and policies as necessary to carry out its functions and meet its responsibilities under these Bylaws. A Rules and Regulations and/or Policies Manual may be used to organize these additional documents.

9.3.2 The MEC shall vote on the proposed language changes at a regular meeting, or at a special meeting called for such purpose. Following an affirmative vote by the MEC, Rules and Regulations may be adopted, amended, or repealed, in whole or in part and such changes shall be effective when approved by the Board. Medical Staff Policies and procedures will become effective upon approval of the MEC, subject to final approval by the Board.

9.3.3 In addition to the process described in 9.3.2 above, the organized Medical Staff itself may recommend directly to the Board an amendment(s) to any rule, regulation, or policy by submitting a petition signed by twenty percent (20%) of the members of the Active category. Upon presentation of such petition, the adoption process outlined in 9.2.1 above will be followed.

9.3.4 When a new rule, regulation, or policy is proposed, the proposing party (either the MEC or the organized Medical Staff) will communicate the proposal to the other party prior to vote.

9.3.5 If the MEC proposes to adopt a rule or regulation, or an amendment thereto, it first communicates the proposal to the Medical Staff. In cases of a documented need for an urgent amendment to Rules and Regulations necessary to comply with law or regulation, the MEC may provisionally adopt and the Governing Board may provisionally approve an urgent amendment without prior notification of the Medical Staff. In such cases, the MEC immediately informs the Medical Staff. The Medical Staff has the opportunity for retrospective review of and comment on the provisional amendment. If there is no conflict between the organized Medical Staff and the MEC, the provisional amendment stands. If there is conflict over the provisional amendment, the process for resolving conflict between the organized Medical Staff and the MEC is implemented. If necessary, a revised amendment is then submitted to the Board for action.

9.3.6 The MEC may adopt such amendments to these Bylaws, rules, regulations, and policies that are, in the committee's judgment, technical or legal modifications, or clarifications. Such modifications may include reorganization or renumbering, punctuation, spelling, or other errors of grammar or expression. Such amendments need not be approved by the entire Board but must be approved by the hospital CEO. Neither the organized Medical Staff nor the Board may unilaterally amend the Medical and Dental Staff Bylaws or Rules and Regulations.

University Medical Center of Southern Nevada

Part II: Investigations, Corrective Actions, Hearing and Appeal Plan

Part II: Investigations, Corrective Actions, Hearing and Appeal Plan – Table of Contents

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Section 1. Collegial, Educational, and/or Informal Proceedings

1.1 Criteria for Initiation

These Bylaws encourage Medical Staff leaders and hospital management to use progressive steps, beginning with collegial and education efforts, to address questions relating to an individual's clinical practice and/or professional conduct. The goal of these progressive steps is to help the individual voluntarily respond to resolve questions that have been raised. All collegial intervention efforts by Medical Staff leaders and hospital management shall be considered confidential, subject to all applicable laws, and part of the hospital's performance improvement and professional and peer review activities. Collegial intervention efforts are encouraged, but are not mandatory, and shall be within the discretion of the appropriate Medical Staff leaders and hospital management. When any observations arise suggesting opportunities for a practitioner to improve, the matter should be referred for peer review in accordance with the peer review and performance improvement policies adopted by the Medical Staff and hospital. Collegial intervention efforts may include but are not limited to the following:

a. Educating and advising colleagues of all applicable policies, including those related to appropriate behavior, emergency call obligations, and the timely and adequate completion of medical records;

b. Following up on any questions or concerns raised about the clinical practice and/or conduct of privileged practitioners and recommending such steps as proctoring, monitoring, consultation, and letters of guidance; and

c. Sharing summary comparative quality, utilization, and other relevant information to assist individuals to conform their practices to appropriate norms.

Following collegial intervention efforts, if it appears that the practitioner's performance places patients in danger or compromises the quality of care, or in cases where it appears that patients may be placed in harm's way while collegial interventions are undertaken, the MEC will consider whether it should be recommended to the Board to restrict or revoke the practitioner's membership and/or privileges. Before issuing such a recommendation the MEC may authorize an investigation for the purpose of gathering and evaluating any evidence and its sufficiency.

Section 2. Investigations

2.1 Initiation

A request for an investigation must be submitted in writing by a Medical Staff officer, committee chair, Department Chief, CEO, CMO, or hospital board chair to the MEC. The request must be supported by references to the specific activities or conduct that is of concern. If the MEC itself initiates an investigation, it shall appropriately document its reasons.

2.2 Preliminary Investigation

The MEC recognizes that there are situations where incidents of inappropriate conduct, disruptive behavior, or competency require an immediate preliminary investigation or review. When dealing with such circumstances, the Chief of Staff, or his or her designee, may immediately investigate or review the matter on behalf of the MEC to ensure the orderly operation of the hospital and safety of UMC patients, personnel, and practitioners. If warranted, the information developed during such a preliminary investigation or review shall be presented at the next regularly scheduled meeting of the MEC. The MEC shall determine whether to open a formal investigation as set forth in Section 2.3 or take any other appropriate action that may be warranted by the circumstances.

2.3 Investigation

If the MEC decides that an investigation is warranted, it shall direct an investigation to be undertaken through the adoption of a formal resolution. In the event the Board believes the MEC has incorrectly determined that an investigation is unnecessary, it may direct the MEC to proceed with an investigation.

The MEC may conduct the investigation itself or may assign the task to an appropriate standing or ad hoc committee of the Medical Staff.

If the investigation is delegated to a committee other than the MEC, such committee shall proceed with the investigation promptly and forward a written report of its findings, conclusions, and recommendations to the MEC as soon as feasible. The committee conducting the investigation shall have the authority to review all documents it considers relevant, to interview individuals, to consider appropriate clinical literature and practice guidelines, and to utilize the resources of an external consultant if it deems a consultant is necessary and such action is approved by the MEC and the CEO. The investigating body may also require the practitioner under review to undergo a physical and/or mental examination and may access the results of such exams. The investigating body shall notify the practitioner in question of the allegations that are the basis for the investigation and provide to the practitioner an opportunity to provide information in a manner and upon such terms as the investigating body deems appropriate. The meeting between the practitioner in question and the investigating body (and meetings with any other individuals the investigating body chooses to interview) shall not constitute a "hearing" as that term is used in the hearing and appeals sections of these Bylaws. The procedural rules with respect to hearings or appeals shall not apply to these meetings either. The individual being investigated shall not have the right to be represented by legal counsel before the investigating body nor to compel the Medical Staff to engage external consultation. Despite the status of any investigation, the MEC shall retain the authority and discretion to take whatever action may be warranted by the circumstances, including suspension, termination of the investigative process, or other action.

2.3.1 An external peer review consultant should be considered when:

a. Litigation seems likely;

b. The hospital is faced with ambiguous or conflicting recommendations from Medical Staff committees, or where there does not appear to be a strong consensus for a particular recommendation. In these circumstances consideration may be given by the MEC or the Board to retain an objective external reviewer;

c. There is no one on the Medical Staff with expertise in the subject under review, or when the only physicians on the Medical Staff with appropriate expertise are direct competitors, partners, or associates of the practitioner under review.

2.4 MEC Action

As soon as feasible after the conclusion of the investigation the MEC shall take action that may include, without limitation, and consistent with Section 4 of this Investigations, Corrective Action Hearing and Appeal Plan:

a. Determining no corrective action is warranted, if the MEC determines there was not credible evidence for the complaint in the first instance;

b. Deferring action for a reasonable time when circumstances warrant;

c. Issuing letters of education, admonition, censure, reprimand, or warning, although nothing herein shall be deemed to preclude appropriate committee chairs or Department Chiefs from issuing informal written or oral warnings prior to an investigation. In the event such letters are issued, the affected practitioner may make a written response, which shall be placed in the practitioner's file;

d. Recommending the imposition of terms of probation or special limitation upon continued Medical Staff membership or exercise of clinical privileges, including, without limitation, requirements for co-admissions, mandatory consultation, or monitoring/proctoring;

e. Recommending denial, restriction, modification, reduction, suspension, revocation, or probation of clinical privileges;

f. Recommending reductions of membership status or limitation of any prerogatives directly related to the practitioner's delivery of patient care;

g. Recommending suspension, revocation, or probation of Medical Staff membership; or

h. Taking other actions deemed appropriate under the circumstances.

2.5 Subsequent Action

The Board shall act on the MEC's recommendation unless the member requests a hearing, in which case the final decision shall be determined as set forth in this Hearing and Appeal plan.

Section 3. Corrective Action

3.1 Automatic Relinquishment/Voluntary Resignation

In the following triggering circumstances, the practitioner's privileges and/or membership will be considered relinquished, or limited as described, and the action shall be final without a right to hearing. It shall be the responsibility of each practitioner to report immediately to the Chief of Staff any of the following triggering circumstances or any proceeding, investigation, complaint or charge that might result in any of the following triggering circumstances.

Where a bona fide dispute exists as to whether the circumstances have occurred, the relinquishment, suspension, or limitation will stand until the MEC determines it is not applicable. The MEC will make such a determination as soon as feasible. The Chief of Staff may reinstate the practitioner's privileges or membership after determining that the triggering circumstances have been rectified or are no longer present. If the triggering circumstances have not been resolved within sixty days, the practitioner will have to reapply for membership and/or privileges. In addition, further corrective action may be recommended in accordance with these Bylaws whenever any of the following triggering circumstances occur:

3.1.1 **Licensure.**

a. **Revocation and suspension:** Whenever a practitioner's license or other legal credential authorizing practice in this state is revoked, suspended, expired, or voluntarily relinquished, Medical Staff membership and clinical privileges shall be automatically relinquished by the practitioner as of the date such action becomes effective.

b. **Restriction:** Whenever a practitioner's license or other legal credential authorizing practice in this state is limited or restricted by an applicable licensing or certifying authority, any clinical privileges that the practitioner has been granted at this hospital that are within the scope of said limitation or restriction shall be automatically limited or restricted in a similar manner, as of the date such action becomes effective and throughout its term.

c. **Probation:** Whenever a practitioner is placed on probation by the applicable licensing or certifying authority, his or her membership status and clinical privileges shall automatically become subject to the same terms and conditions of the probation as of the date such action becomes effective and throughout its term.

3.1.2 **Medicare, Medicaid, Tricare or other Federal Program Exclusion**: Whenever a practitioner is sanctioned or barred from Medicare, Medicaid, Tricare, or other federal programs, Medical Staff membership and clinical privileges shall be considered automatically relinquished as of the date such action becomes effective. Any practitioner listed on the United States Department of Health and Human Services Office of the Inspector General's List of Excluded Individuals/Entities will be considered to have automatically relinquished his or her privileges.

3.1.3 **Controlled substances**

a. **DEA certificate and Nevada Pharmacy Certificate of Registration:** Whenever a practitioner's United States Drug Enforcement Agency (DEA) certificate or Nevada Pharmacy Certificate of Registration is revoked, limited, or suspended, the practitioner will automatically and correspondingly be divested of the right to prescribe medications covered by the certificate, as of the date such action becomes effective and throughout its term.

b. **Probation:** Whenever a practitioner's DEA certificate or Nevada Pharmacy Certificate of Registration is subject to probation, the practitioner's right to prescribe such medications shall automatically become subject to the same terms of the probation, as of the date such action becomes effective and throughout its term.

3.1.4 **Medical record completion requirements:** A practitioner will be considered to have voluntarily relinquished the privilege to admit new patients or schedule new procedures whenever s/he fails to complete medical records within time frames outlined in the Electronic Health Record System policy. This relinquishment of privileges shall not apply to patients admitted or already scheduled at the time of relinquishment, to emergency patients, or to imminent deliveries. The relinquished privileges will be automatically restored upon completion of the medical records and compliance with medical records policies.

3.1.5 **Professional liability insurance:** The minimum amount per occurrence shall be $100,000.00 with a minimum aggregate of $300,000.00. Employed Physicians, Dentists or Podiatrists will provide a UMC Certificate of Insurance and Statement of Indemnification, pursuant to Section 41.038 of the Nevada Revised Statutes. The Advanced Practice Professional covered under the policy of his or her sponsor is required to submit a copy of the sponsor's policy and rider with a statement signed by the sponsor stating that the Advanced Practice Professional is covered under that policy, when applicable. Failure of a practitioner to maintain professional liability insurance in this manner shall result in immediate, automatic relinquishment of a practitioner's clinical privileges. The practitioner must notify the Medical Staff office immediately of any change in professional liability insurance carrier or coverage.

3.1.6 **Medical Staff dues/fees/assessments:** Failure to promptly pay Medical Staff dues or any fee or assessment shall be considered an automatic relinquishment of a practitioner's appointment. If within 60 calendar days after written warning of the delinquency the practitioner does not remit such payments, the practitioner shall be considered to have voluntarily resigned membership on the Medical Staff.

3.1.7 **Felony conviction:** A practitioner who has been convicted of or entered apleas of "guilty" or "no contest" or its equivalent to a felony relating to controlled substances, illegal drugs, insurance or healthcare fraud or abuse, violence, or abuse (physical, sexual, child or elder) in any jurisdiction shall automatically relinquish Medical Staff membership and privileges. Such relinquishment shall become effective immediately upon such conviction or plea regardless of whether an appeal is filed.

3.1.8 **Failure to satisfy the special appearance requirement:** A practitioner having received two notices and who fails without good cause to appear at a meeting where his/her special appearance is required under these Bylaws shall be considered to have automatically relinquished all clinical privileges with the exception of emergencies and imminent deliveries. These privileges will be reinstated when the practitioner complies with the special appearance requirement. Failure to comply within 30 calendar days will be considered a voluntary resignation from the Medical Staff.

3.1.9 **Failure to participate in an evaluation:** A practitioner who fails to participate in an evaluation of his/her qualifications for Medical Staff membership or privileges as required under these Bylaws, Rules and Regulations, or Medical Staff/hospital policies (whether an evaluation of physical or mental health, of clinical management skills, or of fitness to practice), shall be considered to have automatically relinquished all privileges. Subject to the findings of any such evaluation, these privileges may be restored following the practitioner's compliance with the requirement for an evaluation. Failure to comply within thirty (30) calendar days will be considered a voluntary resignation from the Medical Staff.

3.1.10 **Failure to become board certified:** A practitioner who fails to become board certified in compliance with the eligibility criteria set forth in the Delineation of Privileges form of his or her Department will be deemed to have immediately and voluntarily relinquished his or her Medical Staff appointment and clinical privileges, unless an exception is granted, for a good cause, by the Board upon recommendation from the MEC.

3.1.11 **Failure to execute release and/or provide documents:** A practitioner who fails to execute a general or specific release of information and/or provide documents when requested by the Chief of Staff or designee to evaluate the competency and credentialing/privileging qualifications of the practitioner shall be considered to have automatically relinquished all privileges. If the release is executed and/or documents provided within thirty (30) calendar days of notice of the automatic relinquishment, the practitioner may be reinstated. Thereafter, the member will be deemed to have resigned voluntarily from the staff and must reapply for staff membership and privileges.

3.1.12 **MEC Deliberation:** As soon as feasible after action is taken or warranted as described above, the MEC shall convene to review and consider the facts, and may recommend such further corrective action as it may deem appropriate following the procedure generally set forth in these Bylaws.

3.2 Summary Restriction or Suspension

3.2.1 **Criteria for Initiation:** A summary restriction or suspension may be imposed when a good faith belief exists that immediate action must be taken to protect the life or well-being of patient(s); or to reduce a substantial and imminent likelihood of significant impairment of the life, health, and safety of any person. Under such circumstances one Medical Staff leader (Chief of Staff or designee) and one administrator (CEO or designee) may suspend or restrict the Medical Staff membership or clinical privileges of such practitioner. A summary suspension or restriction of all or any portion of a practitioner's clinical privileges at another hospital may be grounds for a summary suspension of all or any of the practitioner's clinical privileges at this hospital.

Unless otherwise stated, such summary restriction or suspension shall become effective immediately upon imposition and the person or body responsible shall promptly give written notice to the practitioner, the MEC, the CEO, and the Board. The notice shall contain the basis of the summary restriction or suspension and the findings supporting its imposition. The restriction or suspension may be limited in duration and shall remain in effect for the period stated or, if none, until resolved as set forth herein. The summary suspension is not a complete professional review action in and of itself, and it shall not imply any final finding regarding the circumstances that caused the suspension.

Unless otherwise indicated by the terms of the summary restriction or suspension, the practitioner's patients shall be promptly assigned to another Medical Staff member by the Chief of Staff or designee, considering, where feasible, the wishes of the affected practitioner and the patient in the choice of a substitute practitioner.

3.2.2 **MEC action:** As soon as feasible and within 14 calendar days after such summary suspension has been imposed, the MEC shall meet to review and consider the action and if necessary begin the investigation process as noted in Section 2.2 above. Upon request, and at the discretion of the MEC, the practitioner will be given the opportunity to address the MEC concerning the action, on such terms and conditions as the MEC may impose, although in no event shall any meeting of the MEC, with or without the practitioner, constitute a "hearing" as defined in this Hearing and Appeal Plan, nor shall any procedural rules with respect to hearing and appeal apply and no legal counsel will be allowed to attend. The MEC may modify, continue, or terminate the summary restriction or suspension, but in any event it shall furnish the practitioner with notice of its decision. Unless the MEC terminates the suspension within 14 calendar days, notice of the MEC's decision shall comply with the requirements for Notice for Recommendation of Adverse Action set forth in these Bylaws.

3.2.3 **Procedural rights:** Unless the MEC promptly terminates the summary restriction or suspension prior to or immediately after reviewing the results of any investigation described above, the privileged practitioner (or applicant for privileges) shall be entitled to the procedural rights afforded by this Hearing and Appeal Plan once the restrictions or suspension last more than 14 calendar days. Unless the MEC has terminated the summary restriction or suspension, it shall remain in effect during the pendency and completion of the corrective action and hearing process.

Section 4. Initiation and Notice of Hearing

4.1 Initiation of Hearing

Any practitioner eligible for Medical Staff appointment or privileges shall be entitled to request a hearing whenever an unfavorable recommendation with regard to clinical competence or professional conduct has been made by the MEC or the Board. Hearings will be triggered only by the following "adverse actions" when the basis for such action is related to clinical competence or professional conduct:

a. Denial of Medical Staff appointment or reappointment;

b. Revocation of Medical Staff appointment;

c. Denial or restriction of requested clinical privileges, but only if such restriction is for more than fourteen (14) calendar days and is not caused by the member's failure to complete medical records or any other reason unrelated to clinical competence or professional conduct;

d. Involuntary reduction or revocation of clinical privileges;

e. Application of a mandatory concurring consultation requirement, or an increase in the stringency of a pre-existing mandatory concurring consultation requirement, when such requirement only applies to an individual Medical Staff member and is imposed for more than fourteen (14) calendar days; or

f. Suspension of staff appointment or clinical privileges, but only if such suspension is for more than fourteen (14) calendar days and is not caused by the member's failure to complete medical records or any other reason unrelated to clinical competence or professional conduct.

4.2 Hearings Will Not Be Triggered by the Following Actions

a. Issuance of a letter of guidance, warning, or reprimand;

b. Imposition of a requirement for proctoring (i.e., observation of the practitioner's performance by a peer in order to provide information to a Medical Staff peer review committee) with no restriction on privileges;

c. Failure to process a request for a privilege when the applicant/member does not meet the eligibility criteria to hold that privilege;

d. Conducting an investigation into any matter or the appointment of an ad hoc investigation committee;

e. Requirement to appear for a special meeting under the provisions of these Bylaws;

f. Automatic relinquishment or voluntary resignation of appointment or privileges;

g. Imposition of a summary suspension that does not exceed fourteen (14) calendar days;

h. Denial of a request for leave of absence, or for an extension of a leave;

i. Determination that an application is incomplete or untimely;

j. Determination that an application will not be processed due to misstatement or omission;

k. Decision not to expedite an application;

l. Denial, termination, or limitation of temporary privileges unless for demonstrated incompetence or unprofessional conduct;

m. Determination that an applicant for membership does not meet the requisite qualifications/criteria for membership;

n. Ineligibility to request membership or privileges or continue privileges because a relevant specialty is closed under a Medical Staff development plan or covered under an exclusive provider agreement;

o. Imposition of supervision, with no restriction on clinical privileges, pending completion of an investigation to determine whether corrective action is warranted;

p. Termination of any contract with or employment by hospital;

q. Proctoring, monitoring, and any other performance monitoring requirements, with no restriction on clinical privileges, imposed in order to fulfill any Joint Commission standards on focused professional practice evaluation;

r. Any recommendation voluntarily accepted by the practitioner;

s. Expiration of membership and privileges as a result of failure to submit an application for reappointment within the allowable time period;

t. Change in assigned staff category;

u. Refusal of the Credentials Committee or MEC to consider a request for appointment, reappointment, or privileges within five (5) years of a final adverse decision regarding such request;

v. Removal or limitations of emergency department call obligations;

w. Any requirement to complete an educational assessment;

x. Retrospective chart review;

y. Any requirement to complete a health and/or psychiatric/psychological assessment required under these Bylaws;

z. Any action recommended or taken which is not reportable to the state or the National Practitioner Data Bank;

aa. Grant of conditional appointment or appointment for a limited duration; or

bb. Appointment or reappointment for duration of less than 24 months.

4.3 Notice of Recommendation of Adverse Action

When a summary suspension lasts more than fourteen (14) calendar days or when a recommendation is made, which, according to this Hearing and Appeal Plan entitles an individual to request a hearing prior to a final decision of the Board, the affected individual shall promptly (but no longer than five (5) calendar days) be given written notice by the Chief of Staff delivered either in person or by certified mail, return receipt requested. This notice shall contain:

a. A statement of the recommendation made and the general reasons for it (Statement of Reasons);

b. Notice that the individual shall have thirty (30) calendar days following the date of the receipt of such notice within which to request a hearing on the recommendation;

c. Notice that the recommendation, if finally adopted by the Board, may result in a report to the state licensing authority (or other applicable state agencies) and the National Practitioner Data Bank;

d. A summary of the practitioner's rights to be afforded at the hearing, including the practitioner's right to representation by counsel, to have a record made of the proceedings, to call and cross-examine witnesses, to submit a written closing statement, and to receive a written decision by the Hospital; and

e. The individual shall receive a copy of Part II of these Bylaws outlining procedural rights with regard to the hearing.

4.4 Request for Hearing

A practitioner shall have thirty (30) calendar days following the date of the receipt of such notice within which to request the hearing. The request shall be made in writing to the Chief of Staff or designee. In the event the affected individual does not request a hearing within the time and in the manner required by this policy, the individual shall be deemed to have waived the right to such hearing and to have accepted the recommendation made. Such recommended action shall become effective immediately upon final board action.

4.5 Notice of Hearing and Statement of Reasons

Upon receipt of the practitioner's timely request for a hearing, the Chief of Staff shall schedule the hearing and shall give written notice to the person who requested the hearing. The notice shall include:

a. The time, place, and date of the hearing;

b. A proposed list of witnesses (as known at that time, but which may be modified) who will give testimony or evidence on behalf of the MEC, (or the Board), at the hearing;

c. The names of the hearing panel members and presiding officer or hearing officer, if known; and

d. A statement of the specific reasons for the recommendation as well as the list of patient records and/or information supporting the recommendation. This statement, and the list of supporting patient record numbers and other information, may be amended or added to at any time, even during the hearing so long as the additional material is relevant to the continued appointment or clinical privileges of the individual requesting the hearing, and that the individual and the individual's counsel have sufficient time to study this additional information and rebut it.

The hearing shall begin as soon as feasible, but no sooner than thirty (30) calendar days after the notice of the hearing unless an earlier hearing date has been specifically agreed to in writing by both parties.

4.6 Witness List

At least fifteen (15) calendar days before the hearing, each party shall furnish to the other a written list of the names of the witnesses intended to be called. Either party may request that the other party provide either a list of, or copies of, all documents that will be offered as pertinent information or relied upon by witnesses at the Hearing Panel and which are pertinent to the basis for which the disciplinary action was proposed. The witness list of either party may, in the discretion of the presiding officer, be supplemented or amended at any time during the course of the hearing, provided that notice of the change is given to the other party. The presiding officer shall have the authority to limit the number of witnesses.

Section 5. Hearing Panel and Presiding Officer or Hearing Officer

5.1 Hearing Panel

a. When a hearing is requested, a hearing panel of not fewer than three individuals will be appointed. This panel will be appointed by a joint decision of the CEO and the Chief of Staff. No individual appointed to the hearing panel shall have actively participated in the consideration of the matter involved at any previous level. However, mere knowledge of the matter involved shall not preclude any individual from serving as a member of the hearing panel. Employment by, or a contract with, the hospital or an affiliate shall not preclude any individual from serving on the hearing panel. Hearing panel members need not be members of the hospital Medical Staff. When the issue before the panel is a question of clinical competence, all panel members shall be clinical practitioners. Panel members need not be clinicians in the same specialty as the member requesting the hearing.

b. The hearing panel shall not include any individual who is in direct economic competition with the affected practitioner or any such individual who is professionally associated with or related to the affected practitioner. This restriction on appointment shall include any individual designated as the chair or the presiding officer.

c. The Chief of Staff or designee shall notify the practitioner requesting the hearing of the names of the panel members and the date by which the practitioner must object, if at all, to appointment of any member(s). Any objection to any member of the hearing panel or to the hearing officer or presiding officer shall be made in writing to the Chief of Staff, who shall determine whether a replacement panel member should be identified. Although the practitioner who is the subject of the hearing may object to a panel member, s/he is not entitled to veto that member's participation. Final authority to appoint panel members will rest with the Chief of Staff.

5.2 Hearing Panel Chairperson or Presiding Officer

5.2.1 In lieu of a hearing panel chair, the CEO, acting for the Board and after considering the recommendations of the Chief of Staff (or those of the chair of the Board, if the hearing is occasioned by a Board determination) may appoint an attorney at law or other individual experienced in legal proceedings as presiding officer. The presiding officer should have no conflict of interest with either the hospital or the practitioner. Such presiding officer will not act as a prosecuting officer, or as an advocate for either side at the hearing. The presiding officer may participate in the private deliberations of the hearing panel and may serve as a legal advisor to it, but shall not be entitled to vote on its recommendation.

5.2.2 If no presiding officer has been appointed, a chair of the hearing panel shall be appointed by the Chief of Staff to serve as the presiding officer and shall be entitled to one vote.

5.2.3 The presiding officer (or hearing panel chair) shall do the following:

a. Act to insure that all participants in the hearing have a reasonable opportunity to be heard and to present relevant oral and documentary evidence subject to reasonable limits on the number of witnesses and duration of direct and cross examination, applicable to both sides, as may be necessary to avoid cumulative or irrelevant testimony or to prevent abuse of the hearing process;

b. Prohibit conduct or presentation of evidence that is cumulative, excessive, irrelevant, or abusive, or that causes undue delay. In general, it is expected that a hearing will last no more than eight (8) hours over two (2) days;

c. Maintain decorum throughout the hearing;

d. Determine the order of procedure throughout the hearing;

e. Have the authority and discretion, in accordance with these Bylaws, to make rulings on all questions that pertain to matters of procedure and to the admissibility of evidence;

f. Act in such a way that all information reasonably relevant to the continued appointment or clinical privileges of the individual requesting the hearing is considered by the hearing panel in formulating its recommendations;

g. Conduct argument by counsel on procedural points and may do so outside the presence of the hearing panel; and

h. Seek legal counsel when s/he feels it is appropriate. Legal counsel to the hospital may advise the presiding officer or panel chair on issues of Nevada law.

5.3 Hearing Officer (for non-clinical issues only)

5.3.1 As an alternative to the hearing panel described above, the Chief of Staff (or the chair of the Board, if the hearing is occasioned by a Board determination) may instead appoint a hearing officer to perform the functions that would otherwise be carried out by the hearing panel. The hearing officer may be an attorney in non-clinical matters.

5.3.2 The hearing officer may not be any individual who is in direct economic competition with the individual requesting the hearing, and shall not act as a prosecuting officer or as an advocate to either side at the hearing. In the event a hearing officer is appointed instead of a hearing panel, all references to the "hearing panel" or "presiding officer" shall be deemed to refer instead to the hearing officer, unless the context would clearly require otherwise.

Section 6. Pre-Hearing and Hearing Procedure

6.1 Provision of Relevant Information

6.1.1 There is no right to formal "discovery" in connection with the hearing. The presiding officer, hearing panel chair, or hearing officer shall rule on any dispute regarding discoverability and may impose any safeguards, including denial or limitation of discovery to protect the peer review process and ensure a reasonable and fair hearing. In general and pursuant to Nevada law, the individual requesting the hearing shall be entitled, upon specific request, to the following, subject to a stipulation signed by both parties, the individual's counsel and any experts that such documents shall be maintained as confidential consistent with all applicable state and federal peer review and privacy statutes and shall not be disclosed or used for any purpose outside of the hearing:

a. Copies of, or reasonable access to, all patient medical records referred to in the Statement of Reasons, at his or her expense; and

b. Reports of experts relied upon by the MEC.

No information regarding other practitioners shall be requested, provided, or considered and evidence unrelated to the reasons for the recommendation or to the individual's qualifications for appointment or the relevant clinical privileges shall be excluded.

6.1.2 Prior to the hearing, on dates set by the presiding officer or agreed upon by counsel for both sides, each party shall provide the other party with all proposed exhibits. All objections to documents or witnesses to the extent then reasonably known shall be submitted in writing prior to the hearing. The presiding officer shall not entertain subsequent objections unless the party offering the objection demonstrates good cause.

6.1.3 There shall be no contact by the individual who is the subject of the hearing with those individuals appearing on the hospital's witness list concerning the subject matter of the hearing; nor shall there be contact by the hospital with individuals appearing on the affected individual's witness list concerning the subject matter of the hearing, unless specifically agreed upon by that individual or his/her counsel.

6.2 Pre-Hearing Conference

The presiding officer may require a representative for the individual and for the MEC (or the Board) to participate in a pre-hearing conference. At the pre-hearing conference, the presiding officer shall resolve all procedural questions, including any objections to exhibits or witnesses, and determine the time to be allotted to each witness's testimony and cross-examination.

6.3 Failure to Appear

Failure, without good cause, of the individual requesting the hearing to appear and proceed at such a hearing shall be deemed to constitute a waiver of all hearing and appeal rights and a voluntary acceptance of the recommendations or actions pending, which shall then be forwarded to the Board for final action. Good cause for failure to appear will be determined by the presiding officer, chair of the hearing panel, or hearing officer.

6.4 Record of Hearing

The hearing panel shall maintain a record of the hearing by a reporter present to make a record of the hearing or a recording of the proceedings. The cost of such reporter shall be borne by the hospital, but copies of the transcript shall be provided to the individual requesting the hearing at that individual's expense. The hearing panel may, but shall not be required to, order that oral evidence shall be taken only on oath or affirmation administered by any person designated to administer such oaths and entitled to notarize documents in the State of Nevada.

6.5 Rights of the Practitioner and the Hospital

6.5.1 At the hearing both sides shall have the following rights, subject to reasonable limits determined by the presiding officer:

a. To call and examine witnesses to the extent available;

b. To introduce exhibits;

c. To cross-examine any witness on any matter relevant to the issues and to rebut any evidence;

d. To have representation by counsel who may be present at the hearing, advise his or her client, and participate in resolving procedural matters. Attorneys may not argue the case for his/her client. Both sides shall notify the other of the name of their counsel at least ten (10) calendar days prior to the date of the hearing;

e. To submit a written statement at the close of the hearing.

6.5.2 Any individuals requesting a hearing who do not testify in their own behalf may be called and examined as if under cross-examination.

6.5.3 The hearing panel may question the witnesses, call additional witnesses, or request additional documentary evidence.

6.6 Admissibility of Evidence

The hearing shall not be conducted according to legal rules of evidence. Hearsay evidence shall not be excluded merely because it may constitute legal hearsay. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law.

6.7 Burden of Proof

It is the burden of the MEC (or Board) to demonstrate that the action recommended is valid and appropriate. It is the burden of the practitioner under review to demonstrate that s/he satisfies, on a continuing basis, all criteria for initial appointment, reappointment, and clinical privileges and fully complies with all Medical Staff and hospital policies.

6.8 Post-Hearing Memoranda

Each party shall have the right to submit a post-hearing memorandum, and the hearing panel may request such a memorandum to be filed, following the close of the hearing.

6.9 Official Notice

The presiding officer shall have the discretion to take official notice of any matters, either technical or scientific, relating to the issues under consideration. Participants in the hearing shall be informed of the matters to be officially noticed and such matters shall be noted in the record of the hearing. Either party shall have the opportunity to request that a matter be officially noticed or to refute the noticed matter by evidence or by written or oral presentation of authority. Reasonable additional time shall be granted, if requested by either party, to present written rebuttal of any evidence admitted on official notice.

6.10 Postponements and Extensions

Postponements and extensions of time beyond any time limit set forth in this policy may be requested by anyone but shall be permitted only by the presiding officer or the Chief of Staff on a showing of good cause.

6.11 Persons to be Present

The hearing shall be restricted to those individuals involved in the proceeding. Administrative personnel may be present as requested by the Chief of Staff or CEO. All members of the hearing panel shall be present for all stages of the hearing and deliberations.

6.12 Order of Presentation

The Board or the MEC, depending on whose recommendation prompted the hearing initially, shall first present evidence in support of its recommendation. Thereafter, the burden shall shift to the individual who requested the hearing to present evidence.

6.13 Basis of Recommendation

The hearing panel shall recommend in favor of the MEC (or the Board) unless it finds that the individual who requested the hearing has proved, by a preponderance of the evidence, that the recommendation that prompted the hearing was arbitrary, capricious, or not supported by credible evidence.

6.14 Adjournment and Conclusion

The presiding officer may adjourn the hearing and reconvene the same at the convenience and with the agreement of the participants. Upon conclusion of the presentation of evidence by the parties and questions by the hearing panel, the hearing shall be closed.

6.15 Deliberations and Recommendation of the Hearing Panel

Within twenty (20) calendar days after final adjournment of the hearing, the hearing panel shall conduct its deliberations outside the presence of any other person (except the presiding officer, if one is appointed) and shall render a recommendation, accompanied by a report, signed by all the panel members, which shall contain a concise statement of the reasons for the recommendation.

6.16 Disposition of Hearing Panel Report

The hearing panel shall deliver its report and recommendation to the Chief of Staff and MEC who shall forward it, along with all supporting documentation, to the Board for further action. The Chief of Staff shall also send a copy of the report and recommendation, certified mail, return receipt requested, to the individual who requested the hearing.

Section 7. Appeal to the Board

7.1 Time for Appeal

Within ten (10) calendar days after the hearing panel makes a recommendation, either the practitioner subject to the hearing or the MEC may appeal the recommendation. The request for appellate review shall be in writing, and shall be delivered to the Chief of Staff and CEO or designee, for delivery to the Board, either in person or by certified mail, and shall include a brief statement of the reasons for appeal and the specific facts or circumstances which justify further review. If such appellate review is not requested within ten (10) calendar days, both parties shall be deemed to have accepted the recommendation involved, and the hearing panel's report and recommendation shall be forwarded to the Board.

7.2 Grounds for Appeal

The grounds for appeal shall be limited to the following:

a. There was substantial failure to comply with the Medical and Dental Staff Bylaws prior to or during the hearing so as to deny a fair hearing; or

b. The recommendation of the hearing panel was made arbitrarily, capriciously, or with prejudice; or

c. The recommendation of the hearing panel was not supported by substantial evidence based upon the hearing record.

7.3 Time, Place, and Notice

Whenever an appeal is requested as set forth in the preceding sections, the chair of the Board shall schedule and arrange for an appellate review as soon as arrangements can be reasonably made, taking into account the schedules of all individuals involved. The affected individual shall be given notice of the time, place, and date of the appellate review. The chair of the Board may extend the time for appellate review for good cause.

7.4 Nature of Appellate Review

a. The chair of the Board shall appoint a review panel composed of at least three (3) members of the Board to consider the information upon which the recommendation before the Board was made. Members of this review panel may not be direct competitors of the practitioner under review and should not have participated in any formal investigation leading to the recommendation for corrective action that is under consideration.

b. The review panel may, but is not required to, accept additional oral or written evidence subject to the same procedural constraints in effect for the hearing panel or hearing officer. Such additional evidence shall be accepted only if the party seeking to admit it can demonstrate that it is new, relevant evidence and that any opportunity to admit it at the hearing was denied. If additional oral evidence or oral argument is conducted, the review panel shall maintain a record of any oral arguments or statements by a reporter present to make a record of the review or a recording of the proceedings. The cost of such reporter shall be borne by the hospital, but copies of the transcript shall be provided to the individual requesting the review at that individual's expense. The review panel may, but shall not be required to, order that oral evidence shall be taken only on oath or affirmation administered by any person designated to administer such oaths and entitled to notarize documents in the State of Nevada.

c. Each party shall have the right to present a written statement in support of its position on appeal. In its sole discretion, the review panel may allow each party or its representative to appear personally and make a time-limited thirty-minute (30) oral argument. The review panel shall recommend final action to the Board.

d. The Board may affirm, modify, or reverse the recommendation of the review panel or, in its discretion, refer the matter for further review and recommendation, or make its own decision based upon the Board's legal responsibility.

7.5 Final Decision of the Hospital Board

Within thirty (30) calendar days after receiving the review panel's recommendation, the Board shall render a final decision in writing, including specific reasons for its action, and shall deliver copies thereof to the affected individual and to the chairs of the Credentials Committee and MEC, in person or by certified mail, return receipt requested.

7.6 Right to One Appeal Only

No applicant or Medical Staff practitioner with privileges shall be entitled as a matter of right to more than one (1) hearing or appellate review on any single matter, which may be the subject of an appeal. In the event that the Board ultimately determines to deny Medical Staff appointment or reappointment to an applicant, or to revoke or terminate the Medical Staff appointment and/or clinical privileges of a current member or a physician or dentist with privileges without membership, that individual may not apply within five (5) years for Medical Staff appointment or for those clinical privileges at this hospital unless the Board advises otherwise.

7.7 Actions Prior to Initiating Legal Action

Practitioners shall exhaust all the administrative remedies afforded by these by laws prior to initiating legal action against the hospital or its agents.

7.8 Conflict with Law or Regulation

In the event of a conflict between this fair hearing plan and State or Federal law, the Medical Staff will abide by the law.

University Medical Center of Southern Nevada

Part III: Credentials Procedures Manual

Part III: Credentials Procedures Manual – Table of Contents

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Section 1. Medical Staff Credentials Committee

1.1 Composition

Membership of the Medical Staff Credentials Committee shall consist of at least seven (7) members of the Active Medical Staff who are experienced leaders that are not currently Department Chiefs. The members should represent the major specialties of the Medical Staff. The Chief of Staff will appoint the Chair and other members. Members will be appointed for three (3) year terms with the initial terms staggered such that approximately one third of the members will be appointed each year. The Credentials Chair shall have at least three (3) years experience on the Credentials Committee and will be appointed for a three (3) year term. The Credentials Chair and members may be reappointed for additional terms without limit. The Director of the Office of Military Medicine is a non-voting member of the Credentials Committee. Any member, including the Chair, may be relieved of his/her committee membership by a two-thirds (2/3) vote of the MEC. The Credentials Committee may also invite members such as representatives from hospital administration and the Board.

1.2 Meetings

The Medical Staff Credentials Committee shall meet at least ten (10) times per year and on the call of the Credentials Chair or Chief of Staff.

1.3 Responsibilities

1.3.1 To review and recommend action on all applications and reapplications for membership on the Medical Staff including assignments of Medical Staff category;

1.3.2 To review and recommend action on all requests regarding privileges from eligible practitioners;

1.3.3 To recommend eligibility criteria for the granting of Medical Staff membership and privileges;

1.3.4 To develop, recommend, and consistently implement policy and procedures for all credentialing and privileging activities;

1.3.5 To review, and where appropriate take action on, reports that are referred to it from other Medical Staff committees, Medical Staff or hospital leaders;

1.3.6 To perform such other functions as requested by the MEC.

1.4 Confidentiality

This committee shall function as a peer review committee consistent with federal and state law. All members of the committee shall, consistent with the Medical Staff and hospital confidentiality policies, keep in strict confidence all papers, reports, and information obtained by virtue of membership on the committee.

1.4.1 The credentials file is the property of the hospital and will be maintained with strictest confidence and security. The files will be maintained by the designated agent of the hospital in locked file cabinets or in secure electronic format. Medical staff and administrative leaders may access credential files for appropriate peer review and institutional reasons. Files may be shown to accreditation and licensure agency representatives with permission of the Chief of Staff or designee.

1.4.2 Individual practitioners may review their credentials file under the following circumstances:

Only upon written request approved by the Chief of Staff, CEO, Credentials Chair or CMO. Review of such files will be conducted in the presence of the Medical Staff service professional, Medical Staff leader, or a designee of administration. Confidential letters of reference may not be reviewed by practitioners and will be sequestered in a separate file and removed from the formal credentials file prior to review by a practitioner. Nothing may be removed from or copied from the file other than material supplied by the practitioner or directly addressed to the practitioner. The practitioner may make notes for inclusion in the file. A written or electronic record will be made and placed in the file confirming the dates and circumstances of the review.

Section 2. Qualifications for Membership and/or Privileges

2.1 No practitioner shall be entitled to membership on the Medical Staff or to privileges merely by virtue of licensure, membership in any professional organization, or privileges at any other healthcare organization.

2.2 The following qualifications must be met and continuously maintained by all applicants for Medical Staff appointment, reappointment, or clinical privileges:

2.2.1 Demonstrate that s/he has successfully graduated from an approved school of medicine, osteopathy, dentistry, podiatry, clinical psychology, or applicable recognized course of training in a clinical profession eligible to hold privileges;

2.2.2 Have a current state or federal license as a practitioner, applicable to his or her profession, and providing permission to practice within the state of Nevada;

2.2.3 Have a record that is free from current Medicare/Medicaid sanctions and not be on the OIG List of Excluded Individuals/Entities;

2.2.4 Have a record that shows the applicant has never been convicted of, or entered a plea of guilty or no contest to, any felony relating to controlled substances, illegal drugs, insurance or health care fraud or abuse, violence or abuse (physical, sexual, child or elder) in any jurisdiction;

2.2.5 A physician applicant, MD, or DO, must have successfully completed an allopathic or osteopathic residency program, approved by the Accreditation Council for Graduate Medical Education (ACGME), Royal College of Physicians and Surgeons of Canada (RCPSC) or the American Osteopathic Association (AOA) and satisfy all eligibility criteria and applicable standards set forth in the Delineation of Privileges form of his or her Department;

2.2.6 Dentists must have graduated from an American Dental Association approved school of dentistry accredited by the Commission of Dental Accreditation;

2.2.7 Oral and maxillofacial surgeons must have graduated from an American Dental Association approved school of dentistry accredited by the Commission of Dental Accreditation and successfully completed an American Dental Association approved residency program and satisfy all eligibility criteria and applicable standards set forth in the Delineation of Privileges form of his or her Department;

2.2.8 A podiatric physician, DPM, must have successfully completed a two-year (2) residency program in surgical, orthopedic, or podiatric medicine approved by the Council on Podiatric Medical Education of the American Podiatric Medical Association (APMA), and satisfy all eligibility criteria and applicable standards set forth in the Delineation of Privileges form of his or her Department;

2.2.9 A psychologist must have an earned a doctorate degree, (PhD or Psy.D, in psychology) from an educational institution accredited by the American Psychological Association and have completed at least two (2) years of clinical experience in an organized healthcare setting, supervised by a licensed psychologist, one (1) year of which must have been post doctorate, and have completed an internship endorsed by the American Psychological Association (APA), and satisfy all eligibility criteria and applicable standards set forth in the Delineation of Privileges form of his or her Department;

2.2.10 Possess a current and valid drug enforcement administration (DEA) and Nevada Pharmacy Certificate of Registration number, if applicable;

2.2.11 Have appropriate written and verbal communication skills;

2.2.12 Have appropriate personal qualifications, including applicant's consistent observance of ethical and professional standards in accordance with the ethical principles as defined by the professional organizations of their professions. These standards include, at a minimum:

a. Abstinence from any participation in fee splitting or other illegal payment, receipt, or remuneration with respect to referral or patient service opportunities; and

b. A history of consistently acting in a professional, appropriate, and collegial manner with others in previous clinical and professional settings.

2.2.13 Demonstrate his/her background, experience, training, current competence, knowledge, judgment, and ability to perform all privileges requested;

2.2.14 Upon request provide evidence of both physical and mental health that does not impair the fulfillment of his/her responsibilities of Medical Staff membership and/or the specific privileges requested by and granted to the applicant;

2.2.15 Any practitioner granted privileges or Medical Staff appointment must demonstrate the capability to provide continuous and timely care to the satisfaction of the MEC and Board;

2.2.16 Demonstrate recent clinical performance within the last twenty-four (24) months with an active clinical practice in the area in which clinical privileges are sought adequate to meet current clinical competence criteria;

2.2.17 The applicant is requesting privileges for a service the Board has determined appropriate for performance at the hospital. There must also be a need for this service under any Board approved Medical Staff development plan;

2.2.18 Provide evidence of professional liability insurance appropriate to all privileges requested and of a type and in an amount established by the Board after consultation with the MEC.

2.3 Exceptions

2.3.1 In accordance with NRS 449.2455, 635.015, 630.047, 630A.090, 632.316, and 633.171, those applicants for Medical Staff appointment, reappointment, or clinical privileges serving in the Armed Forces and exempt from the requirements of a Nevada medical license, Nevada Pharmacy Certificate, and Professional Liability Coverage**,** shall be exempt from such requirements instilled by these Bylaws.

2.3.2 Only the Board may create additional exceptions but only after consultation with the MEC and if there is documented evidence that a practitioner demonstrates an equivalent competence in the areas of the requested privileges.

Section 3. Initial Appointment Procedure

3.1 Completion of Application

3.1.1 All requests for applications for appointment to the Medical Staff and requests for clinical privileges will be forwarded to the Medical Staff office. Upon receipt of the request, the Medical Staff office will provide the applicant an application package, which will include a complete set or overview of the Medical and Dental Staff Bylaws or reference to an electronic source for this information. This package will enumerate the eligibility requirements for Medical Staff membership and/or privileges and a list of expectations of performance for individuals granted Medical Staff membership or privileges (if such expectations have been adopted by the Medical Staff).

A completed application includes, at a minimum:

a. A completed, signed, dated application form;

b. A completed privilege delineation form if requesting privileges;

c. Copies of all requested documents and information necessary to confirm the applicant meets criteria for membership and/or privileges and to establish current competency;

d. All applicable fees;

e. A current picture ID card issued by a state or federal agency (e.g. driver's license or passport);

f. A passport sized photo;

g. Receipt of all references; references shall come from peers knowledgeable about the applicant's experience, ability, and current competence to perform the privileges being requested;

h. ECFMG, if applicable;

i. Curriculum vitae (CV);

j. NPI number;

k. Verification of current, active professional liability coverage with limits of at least $100,000/$300,000 and verification of last 10 years of professional liability coverage;

l. Verification of TB testing within 12 months of the application acceptance for all practitioners excluding Telemedicine; For a positive TB test, the following are required: Completion of a Signs/Symptoms Screening Form and a CXR.

m. Verification of influenza vaccination within the past year, or a formal declination of influenza vaccination in accordance with hospital policy, for all practitioners, excluding Telemedicine(All practitioners with patient contact who decline the influenza vaccine will be required to wear a surgical mask during the influenza season when in a patient care areas or when within six (6) feet of any patients);

n. Name of covering provider, who must be a member of the UMC Medical Staff that currently maintains like privileges and practices within the same specialty, for when the practitioner is unavailable unless the practitioner is solely requesting Refer and Follow privileges;

o. Signed conflict of interest statement;

p. Written acknowledgement of an agreement to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), UMC's Privacy and Security Practices and UMC's Corporate Compliance Handbook;

q. For UMC employed physicians, a completed and approved UMC Certificate of Insurance and Statement of Indemnification from the Risk Management Department (this provision only applies if the physician is solely employed by UMC and has no outside practice);

r. Relevant practitioner-specific data as compared to aggregate data, when available;

s. Morbidity and mortality data, when available;

t. Nevada State Collaborative Agreement, when applicable;

u. Completed Permit List signed by Supervising /Collaborating Physician, when applicable; and

v. Unless otherwise exempted from this specific requirement by the MEC, evidence of an office and residence within Clark County, Nevada.

An application shall be deemed incomplete if any of the above items are missing or if the need arises for new, additional, or clarifying information in the course of reviewing an application. An incomplete application will not be processed and the applicant will not be entitled to a fair hearing. Anytime in the credentialing process it becomes apparent that an applicant does not meet all eligibility criteria for membership or privileges, the credentialing process will be terminated, no further action will be taken and the applicant will not be entitled to a fair hearing.

3.1.2 The burden is on the applicant to provide all required information. It is the applicant's responsibility to ensure that the Medical Staff office receives all required supporting documents verifying information on the application and to provide sufficient evidence, as required in the sole discretion of the hospital, that the applicant meets the requirements for Medical Staff membership and/or the privileges requested. If information is missing from the application, or new, additional, or clarifying information is required, a letter requesting such information will be sent to the applicant. If the requested information is not returned to the Medical Staff office within forty-five (45) calendar days of the receipt of the request letter, the application will be deemed to have been voluntarily withdrawn.

3.1.3 Upon receipt of a completed application the Chief of Staff, CMO, Credentials Chair or their designees, in collaboration with the Medical Staff office, will determine if the requirements of sections 2.2 and 2.3 are met. In the event the requirements of sections 2.2 and 2.3 are not met, the potential applicant will be notified that s/he is ineligible to apply for membership or privileges on the Medical Staff, the application will not be processed and the applicant will not be eligible for a fair hearing. If the requirements of sections 2.2 and 2.3 are met, the application will be accepted for further processing.

3.1.4 Individuals seeking appointment shall have the burden of producing information deemed adequate by the hospital for a proper evaluation of current competence, character, ethics, and other qualifications, and of resolving any doubts.

3.1.5 Upon receipt of a completed application, the Medical Staff office will verify current licensure, education, relevant training, and current competence from the primary source whenever feasible. When it is not possible to obtain information from the primary source, reliable secondary sources may be used if there has been a documented attempt to contact the primary source. These sources may include American Medical Association (AMA) Physician Master File, American Board of Medical Specialties (ABMS), American Educational Commission for Foreign Medical Graduates (ECFMG), American Osteopathic Information Association (AOIA) Physician Database, Federation of State Medical Boards (FSMB), and American Academy of Physician Assistants (AAPA) Profile. In addition, the Medical Staff office will collect relevant additional information which may include:

a. Information from all prior and current liability insurance carriers concerning claims, suits, settlements, and judgments, (if any) during the past ten (10) years;

b. Verification of the applicant's past clinical work experience for at least the past ten (10) years;

c. Licensure status in all current or past states of licensure at the time of initial granting of membership or privileges; in addition, the Medical Staff office will primary source verify licensure at the time of renewal or revision of clinical privileges, whenever a new privilege is requested, and at the time of license expiration;

d. Information from the AMA or AOA Physician Profile;

e. OIG list of Excluded Individuals/Entities;

f. Information from the National Commission on Certification of Physician Assistants, when applicable;

g. Information from professional training programs including residency and fellowship programs;

h. Information from the National Practitioner Data Bank (NPDB); in addition the NPDB will be queried at the time of renewal of privileges and whenever a new privilege(s) is requested;

i. Other information about adverse credentialing and privileging decisions;

j. Three peer recommendations chosen from practitioner(s) who have observed the applicant's clinical and professional performance and can evaluate the applicant's current medical/clinical knowledge, technical and clinical skills, clinical judgment, interpersonal skills, communication skills, and professionalism as well as the physical, mental, and emotional ability to perform requested privileges;

k. Information from a criminal background check;

l. Information from any other sources relevant to the qualifications of the applicant to serve on the Medical Staff and/or hold privileges; and

m. Morbidity and mortality data and relevant practitioner-specific data as compared to aggregate data, when available.

Note: In the event there is undue delay in obtaining required information, the Medical Staff office will request assistance from the applicant. During this time period, the "time periods for processing" the application will be appropriately modified. Failure of an applicant to adequately respond to a request for assistance after forty-five (45) calendar days will be deemed a withdrawal of the application.

3.1.6 When the items identified in Section 3.1 above have been obtained, the file will be considered verified and complete and eligible for evaluation.

3.2 Applicant's Attestation, Authorization, and Acknowledgement

The applicant must complete and sign the application form. By signing this application the applicant:

3.2.1 Attests to the accuracy and completeness of all information on the application or accompanying documents and agrees that any substantive inaccuracy, omission, or misrepresentation, whether intentional or not, may be grounds for termination of the application process without the right to a fair hearing or appeal. If the inaccuracy, omission, or misstatement is discovered after an individual has been granted appointment and/or clinical privileges, the individual's appointment and privileges may lapse effective immediately upon notification of the individual without the right to a fair hearing or appeal.

3.2.2 Consents to appear for any requested interviews in regard to his/her application.

3.2.3 Authorizes the hospital and Medical Staff representatives to consult with prior and current associates and others who may have information bearing on his/her professional competence, character, ability to perform the privileges requested, ethical qualifications, ability to work cooperatively with others, and other qualifications for membership and the clinical privileges requested.

3.2.4 Consents to hospital and Medical Staff representatives' inspection of all records and documents that may be material to an evaluation of:

a. Professional qualifications and competence to carry out the clinical privileges requested;

b. Physical and mental/emotional health status to the extent relevant to safely perform requested privileges;

c. Professional and ethical qualifications;

d. Professional liability actions including currently pending claims involving the applicant; and

e. Any other issue relevant to establishing the applicant's suitability for membership and/or privileges.

3.2.5 Releases from liability and promises not to sue, all individuals and organizations who provide information to the hospital or the Medical Staff, including otherwise privileged or confidential information to the hospital representatives concerning his/her background; experience; competence; professional ethics; character; physical and mental health to the extent relevant to the capacity to fulfill requested privileges; emotional stability; utilization practice patterns; and other qualifications for staff appointment and clinical privileges.

3.2.6 Authorizes the hospital Medical Staff and administrative representatives to release any and all credentialing and peer review information to other hospitals, licensing boards, appropriate government bodies and other health care entities or to engage in any valid discussion relating to the past and present evaluation of the applicant's training, experience, character, conduct, judgment, or other matters relevant to the determination of the applicant's overall qualifications upon appropriately signed release of information document(s). Acknowledges and consents to agree to an absolute and unconditional release of liability and waiver of any and all claims, lawsuits, or challenges against any Medical Staff or hospital representative regarding the release of any requested information and further, that all such representatives shall have the full benefit of this release and absolute waiver as well as any legal protections afforded under the law.

3.2.7 Acknowledges that the applicant has had access to the Medical and Dental Staff Bylaws, including all rules, regulations, policies and procedures of the Medical Staff, and agrees to abide by their provisions.

Notwithstanding section 3.2.5 through 3.2.7, if an individual institutes legal action and does not prevail, s/he shall reimburse the hospital and any member of the Medical Staff named in the action for all costs incurred in defending such legal action, including reasonable attorney(s) fees.

3.2.8 Agrees to provide accurate answers to all questions and information items contained within the application for clinical privileges and medical staff membership, and agrees to notify the Medical Staff Office in writing immediately, and in no case later than 30 days, should any of the information regarding such items change during processing of this application or the period of the applicant's Medical Staff membership or privileges. If the applicant answers any of the questions or information items contained within the application affirmatively and/or provides information identifying a problem with any of the questions or information items, the applicant will be required to submit a written explanation of the circumstances involved.

3.3 Application Evaluation

3.3.1 **Credentialing Process:** An expedited review and approval process may be used for initial appointment or for reappointment. All initial applications for membership and/or privileges will be designated Category 1 or Category 2 as follows;

Category 1: A completed application that does not raise concerns as identified in the criteria for Category 2. Applicants in Category 1 will be granted Medical Staff membership and/or privileges after review and action by the following: Department Chief, Credentials Chair acting on behalf of the Credentials Committee, the MEC and a Board committee consisting of at least two individuals.

Category 2: If one or more of the following criteria are identified in the course of reviewing a completed and verified application, the application will be treated as Category 2. Applications in Category 2 must be reviewed and acted on by the Department Chief, Credentials Committee, MEC, and the Board. The Credentials Committee may request that an appropriate subject matter expert assess selected applications. At all stages in this review process, the burden is upon the applicant to provide evidence that s/he meets the criteria for membership on the Medical Staff and for the granting of requested privileges. Criteria for Category 2 applications include but are not necessarily limited to the following:

a. The final recommendation of the MEC is adverse or with limitation;

b. The applicant is found to have experienced an involuntary termination of Medical Staff membership or involuntary limitation, reduction, denial, or loss of clinical privileges at another organization or has a current challenge or a previously successful challenge to licensure or registration;

c. Applicant is, or has been, under investigation by a state medical board or has prior disciplinary actions or legal sanctions;

d. Applicant has had an unusual pattern of malpractice cases or excessive number of professional liability actions resulting in a judgment against the applicant filed within the past five (5) years;

e. Applicant changed medical schools or residency programs due to adverse or corrective action or has unusual gaps in training or practice;

f. Applicant has one or more reference responses that raise concerns or questions;

g. Discrepancy is found between information received from the applicant and references or verified information;

h. Applicant has an adverse National Practitioner Data Bank report related to behavior, licensure, and/or clinical privileges;

i. The request for privileges are not reasonable based upon applicant's experience, training, and demonstrated current competence, and/or is not in compliance with applicable criteria;

j. Applicant has been removed from a managed care panel for reasons of professional conduct or quality;

k. Applicant has potentially relevant physical, mental, and/or emotional health problems;

l. Other reasons as determined by a Medical Staff leader or other representative of the hospital which raise questions about the qualifications, competency, professionalism, or appropriateness of the applicant for membership or privileges.

3.3.2 Applicant Interview

a. All applicants for appointment to the Medical Staff and/or the granting of clinical privileges may be required to participate in an interview at the discretion of the Department Chief, Credentials Committee, MEC, or Board. The interview may take place in person or by telephone at the discretion of the hospital or its agents. The applicant shall not be permitted to be accompanied or represented by counsel in any such interview. The interview may be used to solicit information required to complete the credentials file or clarify information previously provided, e.g., clinical knowledge and judgment, professional behavior, malpractice history, reasons for leaving past healthcare organizations, or other matters bearing on the applicant's ability to render care at the generally recognized level for the community. The interview may also be used to communicate Medical Staff performance expectations.

b. Procedure: The applicant will be notified if an interview is requested. Failure of the applicant to appear for a scheduled interview will be deemed a withdrawal of the application.

3.3.3 Department Chief Action

a. All completed applications are presented to the Department Chief for review, and recommendation. The Department Chief reviews the application to ensure that it fulfills the established standards for membership and/or clinical privileges. The Department Chief, in consultation with the Medical Staff professional, determines whether the application is forwarded as a Category 1 or Category 2. The Department Chief may obtain input if necessary from an appropriate subject matter expert. If a Department Chief believes a conflict of interest exists that might preclude his/her ability to make an unbiased recommendation s/he will notify the Vice-Chief of the Department who will then be responsible for reviewing the application. Should both the Department Chief and Vice-Chief have an existing conflict of interest, the Department Chief will notify the Credentials Chair and forward the application without comment.

b. The Department Chief forwards to the Medical Staff Credentials Committee the following:

   i. A recommendation as to whether the application should be acted on as Category 1 or Category 2;

   ii. A recommendation to approve the applicant's request for membership and/or privileges; to approve membership but modify the requested privileges; or deny membership and/or privileges; and

   iii. A recommendation to define those circumstances which require monitoring and evaluation of clinical performance after initial grant of clinical privileges.

   iv. Comments to support these recommendations.

3.3.4 Medical Staff Credentials Committee Action

If the application is designated Category 1, it is presented to the Credentials Chair, or designee, for review and recommendation. The Credentials Chair reviews the application to ensure that it fulfills the established standards for membership and/or clinical privileges. The Credentials Chair has the opportunity to determine whether the application is forwarded as a Category 1 or may change the designation to a Category 2. If forwarded as a Category 1, the Credentials Chair acts on behalf of the Medical Staff Credentials Committee and the application is presented to the MEC for review and recommendation. If designated Category 2, the Medical Staff Credentials Committee reviews the application and forwards the following to the MEC:

a. A recommendation as to whether the application should be acted on as Category 1 or Category 2;

b. A recommendation to approve the applicant's request for membership and/or privileges; to approve membership but modify the requested privileges; or deny membership and/or privileges; and

c. A recommendation to define those circumstances which require monitoring and evaluation of clinical performance after initial grant of clinical privileges.

d. Comments to support these recommendations.

3.3.5 MEC Action

If the application is designated Category 1, it is presented to the MEC which may meet in accordance with quorum requirements established for expedited credentialing. The Chief of Staff has the opportunity to determine whether the application is forwarded as a Category 1, or may change the designation to a Category 2. The application is reviewed to ensure that it fulfills the established standards for membership and/or clinical privileges. The MEC forwards the following to the Board:

a. A recommendation as to whether the application should be acted on as Category 1 or Category 2;

b. A recommendation to approve the applicant's request for membership and/or privileges; to approve membership but modify the requested privileges; or deny membership and/or privileges; and

c. A recommendation to define those circumstances which require monitoring and evaluation of clinical performance after initial grant of clinical privileges.

d. Comments to support these recommendations.

Whenever the MEC makes an adverse recommendation, a special notice, containing the requirements outlined in Section 4.3 of Part II of these Bylaws, will be sent to the applicant who shall then be entitled to the procedural rights provided in Part II of these Bylaws (Investigation, Corrective Action, Hearing and Appeal Plan).

3.3.6 Board Action:

a. If the application is designated by the MEC as Category 1 it is presented to the Board or an appropriate subcommittee of at least two (2) members where the application is reviewed to ensure that it fulfills the established standards for membership and clinical privileges. If the Board or subcommittee agrees with the recommendations of the MEC, the application is approved and the requested membership and/or privileges are granted for a period not to exceed twenty-four (24) months. If a subcommittee takes the action, it is reported to the entire Board at its next scheduled meeting. If the Board or subcommittee disagrees with the recommendation, then the procedure for processing Category 2 applications will be followed.

b. If the application is designated as a Category 2, the Board reviews the application and votes for one of the following actions:

i. The Board may adopt or reject in whole or in part a recommendation of the MEC or refer the recommendation to the MEC for further consideration stating the reasons for such referral back and setting a time limit within which a subsequent recommendation must be made. If the Board concurs with the applicant's request for membership and/or privileges it will grant the appropriate membership and/or privileges for a period not to exceed twenty-four (24) months;

ii. If the board's action is adverse to the applicant, a special notice, stating the reason, will be sent to the applicant who shall then be entitled to the procedural rights provided in Part II of these Bylaws (Investigation, Corrective Action, Hearing and Appeal Plan); or

iii. The Board shall take final action in the matter as provided in Part II of these Bylaws (Investigation, Corrective Action, Hearing and Appeal Plan).

3.3.7 **Notice of final decision:** Notice of the Board's final decision shall be given, through the Chief of Staff to the MEC and to the Chair of each Department concerned. The applicant shall receive written notice of appointment and special notice of any adverse final decisions in a timely manner. A decision and notice of appointment includes the staff category to which the applicant is appointed, the Department to which s/he is assigned, the clinical privileges s/he may exercise, the timeframe of the appointment, and any special conditions attached to the appointment.

3.3.8 **Time periods for processing:** All individual and groups acting on a complete application for staff appointment and/or clinical privileges must do so in a timely and good faith manner, and, except for good cause, each application will be processed within 180 (one-hundred eighty) calendar days.

These time periods are deemed guidelines and do not create any right to have an application processed within these precise periods. If the provisions of Part II of these Bylaws (Investigation, Corrective Action, Hearing and Appeal Plan) are activated, the time requirements provided therein govern the continued processing of the application.

Section 4. Reappointment

4.1 Criteria for Reappointment

4.1.1 It is the policy of the hospital to approve for reappointment and/or renewal of privileges only those practitioners who meet the criteria for initial appointment as identified in section 2. The MEC must also determine that the practitioner provides effective care that is consistent with the hospital standards regarding ongoing quality and the hospital performance improvement program. The practitioner must provide the information enumerated in Section 4.2 below. All reappointments and renewals of clinical privileges are for a period not to exceed twenty-four (24) months. The granting of new clinical privileges to existing Medical Staff members or other practitioners with privileges will follow the steps described in Section 3 above concerning the initial granting of new clinical privileges and Section 6.1 below concerning focused professional practice evaluation. The Chief of Staff, or Vice-Chief of Staff, shall substitute for the Department Chief in the evaluation of current competency of the Department Chief, and recommend appropriate action to the Credentials Committee.

4.2 Information Collection and Verification

4.2.1 **From appointee:** On or before four (4) months prior to the date of expiration of a Medical Staff appointment or grant of privileges, a representative from the Medical Staff office notifies the practitioner of the date of expiration and supplies him/her with an application for reappointment for membership and/or privileges. At least sixty (60) calendar days prior to this date the practitioner must return the following to the Medical Staff office:

a. A completed reapplication form, which includes complete information to update his/her file on items listed in his/her original application, any required new, additional, or clarifying information, and any required fees or dues;

b. Information concerning continuing training and education internal and external to the hospital during the preceding period; and

c. By signing the reapplication form the appointee agrees to the same terms as identified in Section 3.2 above.

4.2.2 From internal and/or external sources: The Medical Staff office collects and verifies information regarding each practitioner's professional and collegial activities to include those items and practitioner responses contained within the practitioner's application.

4.2.3 The following information is also collected and verified:

a. A summary of clinical activity at this hospital for each practitioner due for reappointment;

b. Performance and conduct in this hospital and other healthcare organizations in which the practitioner has provided substantial clinical care since the last reappointment, including patient care, medical/clinical knowledge, practice-based learning and improvement, interpersonal and communication skills, professionalism, and system-based practice;

c. Documentation of any required hours of continuing medical education activity;

d. Service on Medical Staff, Department, and hospital committees;

e. Timely and accurate completion of medical records;

f. Compliance with all applicable Bylaws, policies, rules, regulations, and procedures of the hospital and Medical Staff;

g. Any gaps in employment, affiliation or practice since the previous appointment or reappointment;

h. Any information and explanation for resignation or removal from staff at a hospital or other health care organization;

i. Verification of current licensure, DEA certificate and Nevada Pharmacy license;

j. National Practitioner Data Bank query and information from the OIG List of Excluded Individuals/Entities;

k. When sufficient practitioner-specific data is not available to evaluate competency, one or more peer recommendations chosen from practitioner(s) who have observed the applicant's clinical and professional performance and can evaluate the applicant's current medical/clinical knowledge, technical and clinical skills, clinical judgment, interpersonal skills, communication skills, and professionalism as well as the physical, mental, and emotional ability to perform requested privileges;

l. Malpractice history for the past two (2) years, which is primary source verified by the Medical Staff office with the practitioner's malpractice carrier(s); and

m. Other reasonable indicators of continuing competency or qualifications.

4.2.4 Failure, without good cause, to provide any requested information in the timeframe necessary to complete processing and obtain approval prior to the expiration of appointment will result in automatic expiration of appointment when the appointment period is concluded. Once the information is received, the Medical Staff office verifies this additional information and notifies the practitioner of any additional information that may be needed to resolve any doubts about performance or material in the credentials file.

4.3 Evaluation of Application for Reappointment of Membership and/or Privileges

4.3.1 Expedited review reappointment applications will be categorized as described in Section 3.3.1 above.

4.3.2 The reappointment application will be reviewed and acted upon as described in Sections 3.3.3 through 3.3.8 above. For the purpose of reappointment an "adverse recommendation" by the Board as used in section 3 means a recommendation or action to deny reappointment, or to deny or restrict requested clinical privileges or any action that would entitle the applicant to a Fair Hearing under Part II of the Medical and Dental Staff Bylaws. The terms "applicant" and "appointment" as used in these sections shall be read respectively, as "staff appointee" and "reappointment."

4.4 Special Conditions for Advanced Practice Professionals

~~Advanced Practice Professionals must biennially complete a current, satisfactory competency evaluation of service provided at UMC during the previous review period. An evaluation will not be deemed complete until the APP has been evaluated by the Supervising/Collaborating Physician, if applicable, and the appropriate Hospital Department Manager/Director, and the following items have been verified:~~

In addition to the items outlined in Section 4.2 above, the following information is collected and verified at the time of r~~R~~eappointment for Advanced Practice Professionals:

~~4.4.1~~

~~4.4.2 National Practitioner Data Bank query and information;~~

~~4.4.3 Current licensure;~~

~~4.4.4 DEA Registration, and Nevada Pharmacy Certificate, when applicable;~~

~~4.4.5 Verification of TB testing within the last 12 months of application acceptance for all Practitioners excluding Telemedicine; for positive TB test, the following are required: completion of a Signs/Symptoms Screening Form and a CXR..~~

~~4.4.6~~4.4.1 ~~Current active professional liability coverage certificate ($100,000/300,000 minimum required)~~

a. APP Evaluation completed by the APP's Supervising/Collaborating Physician or Department Chief;

b. At least one (1) peer reference chosen from the practitioners who have observed the applicant's clinical and professional performance;

~~a.~~ As applicable, ~~No exclusions or sanctions by any State or Federally funded programs (e.g. OIG Report);~~

c. ~~a.~~ Nevada State Supervision Agreement (Physician Assistant)~~,~~;

~~b.~~ As applicable, ~~or~~ C~~RNA~~ ertified Registered Nurse Anesthetists Statement of Sponsor ~~as applicable~~;

~~c. Biennial Evaluation completed by the Supervising/ Physician or Department Chief and the appropriate Hospital Department Manager/Director; as applicable;~~

d. ~~CME's/CEU's within the last 12 months;~~

~~e.~~ As applicable, c~~C~~urrent certification from the ~~NCCPA (PA only)~~ National Commission on Certification of Physician Assistants;

e.

~~f.~~ b. ~~Provide three (3)~~ one (1) ~~Peer References chosen from the practitioners who have observed the applicant's clinical and professional performance.~~

~~g.~~ c. ~~APP Evaluation completed by the Supervising/Collaborating Physician or Department Chief.~~

~~4.4.7 Reappointment applications for APPs must include the evaluation outlined in Section 4.4.1. An APP will not be reappointed if evidence of competent and satisfactory service provided at UMC during the previous review period is not provided.~~

Section 5. Clinical Privileges

5.1 Exercise of Privileges

A practitioner providing clinical services at the hospital may exercise only those privileges granted to him/her by the Board or emergency or disaster privileges as described herein. Privileges may be granted by the Board, upon recommendation of the MEC, to practitioners having a license or other authorized credential authorizing the provision healthcare services, but who are not otherwise eligible for UMC Medical and Dental Staff Membership.

5.2 Practitioners Eligible to Apply For Privileges Without Membership

The following categories of practitioners are eligible to apply for clinical privileges but do not otherwise qualify for membership to the UMC Medical and Dental Staff:

a. Advanced Practice Professionals (APPs) subject to hospital or regulatory physician supervision requirements, including, without limitation, Physician Assistants-Certified (PA-Cs) and Certified Registered Nurse Anesthetists (CRNAs);

b. Physicians serving short locum tenens positions;

c. Telemedicine physicians;

d. House staff such as residents moonlighting in the hospital;

e. Clinical psychologists;

f. Allied health professionals (such as RNFAs or scrub techs providing a surgical level of care); or

g. Other practitioners having been deemed appropriate by the MEC and Board.

5.3 Requests

When applicable, each application for appointment or reappointment to the Medical Staff or for privileges must contain a request for the specific clinical privileges the applicant desires. Specific requests must also be submitted for temporary privileges and for modifications of privileges in the interim between reappointments and/or granting of privileges.

5.4 Basis for Privileges Determination

5.4.1 Requests for clinical privileges will be considered only when accompanied by evidence of education, training, experience, and demonstrated current competence as specified by the hospital in its Board approved criteria for clinical privileges.

5.4.2 Privileges for which no criteria have been established:

In the event a request for a privilege is submitted for a new technology, a procedure new to the hospital, an existing procedure used in a significantly different manner, or involving a cross-specialty privilege for which no criteria have been established, the request will be tabled for a reasonable period of time, usually not to exceed sixty (60) calendar days. During this time the MEC will:

a. Review the community, patient, and hospital need for the privilege and reach agreement with management and the Board that the privilege is approved to be exercised at the hospital;

b. Review with members of the Credentials Committee the efficacy and clinical viability of the requested privilege and confirm that this privilege is approved for use in the setting-specific area of the hospital by appropriate regulatory agencies (FDA, OSHA, etc.);

c. Meet with management to ensure that the new privilege is consistent with the hospital's mission, values, strategic, operating, capital, information, and staffing plans; and

d. Work with management to ensure that any/all exclusive contract issues, if applicable are resolved in such a way to allow the new or cross-specialty privileges in question to be provided without violating the existing contract. Upon recommendation from the Credentials Committee and appropriate Department or subject matter experts (as determined by the Credentials Committee), the MEC will formulate the necessary criteria and recommend these to the Board. Once objective criteria have been established, the original request will be processed as described herein:

   i. For the development of criteria, the Medical Staff service professional (or designee) will compile information relevant to the privileges requested which may include, but need not be limited to, position and opinion papers from specialty organizations, white papers as available, position and opinion statements from interested individuals or groups, and documentation from other hospitals in the region as appropriate;

   ii. Criteria to be established for the privilege(s) in question include education, training, board status, certification (if applicable), experience, and evidence of current competence. Proctoring requirements will be addressed including who may serve as proctor and how many proctored cases will be required. Hospital related issues such as exclusive contracts, equipment, clinical support staff and management will be referred to the appropriate hospital administrator and/or department director; and

   iii. If the privileges requested overlap two or more specialty disciplines, an ad hoc committee will be appointed by the Credentials Chair to recommend criteria for the privilege(s) in question. This committee will consist of at least one, but not more than two, members from each involved discipline. The chair of the ad hoc committee will be a member of the Credentials Committee who has no vested interest in the issue.

5.4.3 Requests for clinical privileges will be consistently evaluated on the basis of prior and continuing education, training, experience, utilization practice patterns, current ability to perform the privileges requested, and demonstrated current competence, ability, and judgment. Additional factors that may be used in determining privileges are patient care needs and the hospital's capability to support the type of privileges being requested and the availability of qualified coverage in the applicant's absence. The basis for privileges determination to be made in connection with periodic reappointment or a requested change in privileges must include documented clinical performance and results of the practitioner's performance improvement program activities. Privileges determinations will also be based on pertinent information from other sources, such as peers and/or faculty from other institutions and health care settings where the practitioner exercises clinical privileges.

5.4.4 The procedure by which requests for clinical privileges are processed are as outlined in Section 3 above.

5.5 Special Conditions for Dental Privileges

Requests for clinical privileges for dentists are processed in the same manner as all other privilege requests. Privileges for surgical procedures performed by dentists and/or oral and maxillofacial surgeons will require that all dental patients receive a basic medical evaluation (history and physical) by a physician member of the Medical Staff with privileges to perform such an evaluation, which will be recorded in the medical record.

5.6 Special Conditions for Podiatric Privileges

Requests for clinical privileges for podiatrists are processed in the same manner as all other privilege requests. All podiatric patients will receive a basic medical evaluation (history and physical) by a physician member of the Medical Staff that will be recorded in the medical record.

5.7 Special Conditions for Privileges of Advanced Practice Registered Nurse

Advanced Practice Registered Nurses shall include nurse practitioners, certified nurse-midwives, and clinical nurse specialists (CNS) having a license to practice as an advanced practice registered nurse under Chapter 632 of the Nevada Revised Statutes. Requests for clinical privileges for advanced practice registered nurses are processed in the same manner as all other privilege requests. Privileges for advanced practice registered nurses shall be limited to only perform acts authorized pursuant to NRS 632.237, within the scope of practice of the advanced practice registered nurse, and authorized under the Delineation of Privileges of the applicable clinical service department.

5.8 Special Conditions for Privileges of Medical Officers of the Armed Forces of the United States Providing Medical Care Within the Hospital

Pursuant to NRS 449.2455, the Hospital may enter into an agreement with the Armed Forces of the United States to authorize a medical officer to provide medical care at the Hospital as part of a training or educational program to further the employment of the medical officer. Except as otherwise specified in Part III, Section 2.3.1 of these Bylaws, requests for clinical privileges for medical officers of the Armed Forces of the United States to provide medical services within the hospital will be processed in the same manner as all other privilege requests. All requests for clinical privileges for medical officers of the Armed Forces of the United States shall be coordinated through the Office of Military Medicine at the Hospital and such practitioners shall solely exercise privileges pursuant to an authorized agreement under NRS 449.2455 and any other applicable laws and regulations.

5.9 Special Conditions for Practitioners Eligible for Privileges without Membership

5.9.1 Requests for privileges from such individuals are processed in the same manner as requests for clinical privileges by providers eligible for Medical Staff membership, with the exception that such individuals are not eligible for membership on the Medical Staff and do not have the rights and privileges of such membership. Only those categories of practitioners approved by the Board for providing services at the hospital are eligible to apply for privileges.

5.9.2 Advance Practice Professionals (APPs) in this category may, subject to any licensure requirements or other limitations, exercise independent judgment only within the areas of their professional competence and participate directly in the medical management of patients under the collaboration or supervision of a physician who has been accorded privileges to provide such care. The privileges of these APPs shall terminate immediately, without right to due process, in the event that the employment of the APP with the hospital is terminated for any reason or if the employment contract or sponsorship of the APP with a physician member of the Medical Staff organization is terminated for any reason.

5.10 Special Conditions for Residents or Fellows in Training

5.10.1 Residents or fellows in training in the hospital shall not normally hold membership on the Medical Staff and shall not normally be granted specific clinical privileges. Rather, they shall be permitted to function clinically only in accordance with the written training protocols developed by the professional graduate education committee in conjunction with the residency training program. The protocols must delineate the roles, responsibilities, and patient care activities of residents and fellows including which types of residents may write patient care orders, under what circumstances why they may do so, and what entries a supervising physician must countersign. The protocol must also describe the mechanisms through which resident directors and supervisors make decisions about a resident's progressive involvement and independence in delivering patient care and how these decisions will be communicated to appropriate Medical Staff and hospital leaders.

5.10.2 The post-graduate education program director or committee must communicate periodically with the MEC and the Board about the performance of its residents, patient safety issues, and quality of patient care and must work with the MEC to assure that all supervising physicians possess clinical privileges commensurate with their supervising activities.

5.11 Telemedicine Privileges

Requests for telemedicine privileges at the hospital that includes patient care, treatment, and services will be processed through one of the following mechanisms:

a. The hospital fully privileges and credentials the practitioner; or

b. The hospital privileges practitioners using credentialing information from the distant site if the distant site is a Joint Commission accredited hospital or telemedicine entity.

5.12 Temporary Privileges

The CEO, or designee, acting on behalf of the Board and based on the recommendation of the Chief of Staff or designee, may grant temporary privileges. Temporary privileges may be granted only in two (2) circumstances: 1) to fulfill an important patient care, treatment, or service need, or 2) when an initial applicant with a complete application that raises no concerns is awaiting review and approval of the MEC and the Board.

5.12.1 Important Patient Care, Treatment, or Service Need: Temporary privileges may be granted on a case by case basis when an important patient care, treatment, or service need exists that mandates an immediate authorization to practice, for a limited period of time, not to exceed 120 calendar days. When granting such privileges the organized Medical Staff verifies current licensure and current competence.

5.12.2 Clean Application Awaiting Approval: Temporary privileges may be granted for up to one hundred and twenty (120) calendar days when the new applicant for Medical Staff membership and/or privileges is waiting for review and recommendation by the MEC and approval by the Board. Additionally, the application must meet the criteria for Category 1, expedited credentialing consideration as noted in section 3 of this manual.

5.12.3 Special requirements of consultation and reporting may be imposed as part of the granting of temporary privileges. Except in unusual circumstances, temporary privileges will not be granted unless the practitioner has agreed in writing to abide by the Bylaws, rules, and regulations and policies of the Medical Staff and hospital in all matters relating to his/her temporary privileges. Whether or not such written agreement is obtained, these Bylaws, rules, regulations, and policies control all matters relating to the exercise of clinical privileges.

5.12.4 Termination of temporary privileges: The CEO, acting on behalf of the Board and after consultation with the Chief of Staff, may terminate any or all of the practitioner's privileges based upon the discovery of any information or the occurrence of any event of a nature which raises questions about a practitioner's privileges. When a patient's life or wellbeing is endangered, any person entitled to impose summary suspension under the Medical and Dental Staff Bylaws may effect the termination. In the event of any such termination, the practitioner's patients then will be assigned to another practitioner by the Chief of Staff or his/her designee. The wishes of the patient shall be considered, when feasible, in choosing a substitute practitioner.

5.12.5 Rights of the practitioner with temporary privileges: A practitioner is not entitled to the procedural rights afforded in Part II of these Bylaws (Investigation, Corrective Action, Hearing and Appeal Plan) because his/her request for temporary privileges is refused or because all or any part of his/her temporary privileges are terminated or suspended unless the decision is based on clinical incompetence or unprofessional conduct.

5.12.6 Emergency Privileges: In the case of a medical emergency, any practitioner is authorized to do everything possible to save the patient's life or to save the patient from serious harm, to the degree permitted by the practitioner's license, regardless of Department affiliation, staff category, or level of privileges. A practitioner exercising emergency privileges is obligated to summon all consultative assistance deemed necessary and to arrange appropriate follow-up.

5.12.7 Disaster Privileges:

a. If the institution's Disaster Plan has been activated and the organization is unable to meet immediate patient needs, the CEO and other individuals as identified in the institution's Disaster Plan with similar authority, may, on a case by case basis consistent with medical licensing and other relevant state statutes, grant disaster privileges to selected LIPs. These practitioners must present a valid government-issued photo identification issued by a state or federal agency (e.g., driver's license or passport) and at least one of the following:

   i. A current picture hospital ID card that clearly identifies professional designation;

   ii. A current license to practice;

   iii. Primary source verification of the license;

iv. Identification indicating that the individual is a member of a Disaster Medical Assistance Team (DMAT), or Medical Reserve Corps (MRC), Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP), or other recognized state or federal organizations or groups;

v. Identification indicating that the individual has been granted authority to render patient care, treatment, and services in disaster circumstances (such authority having been granted by a federal, state, or municipal entity); or

vi. Identification by a current hospital or Medical Staff member (s) who possesses personal knowledge regarding the volunteer's ability to act as a licensed independent practitioner during a disaster.

b. The Medical Staff has a mechanism (i.e., badging) to readily identify volunteer practitioners who have been granted disaster privileges.

c. The Medical Staff oversees the professional performance of volunteer practitioners who have been granted disaster privileges by direct observation, mentoring, or clinical record review. The organization makes a decision (based on information obtained regarding the professional practice of the volunteer) within 72 hours whether disaster recovery privileges should be continued.

d. Primary source verification of licensure begins as soon as the immediate situation is under control, and is completed within 72 hours from the time the volunteer practitioner presents to the organization. If primary source verification cannot be completed in 72 hours, there is documentation of the following: 1) why primary source verification could not be performed in 72 hours; 2) evidence of a demonstrated ability to continue to provide adequate care, treatment, and services; and 3) an attempt to rectify the situation as soon as possible.

e. Once the immediate situation has passed and such determination has been made consistent with the institution's Disaster Plan, the practitioner's disaster privileges will terminate immediately.

f. Any individual identified in the institution's Disaster Plan with the authority to grant disaster privileges shall also have the authority to terminate disaster privileges. Such authority may be exercised in the sole discretion of the hospital and will not give rise to a right to a fair hearing or an appeal.

Section 6. Clinical Competency Evaluation

6.1 Focused Professional Practice Evaluation (FPPE)

Practitioners shall undergo a period of FPPE for all initial and additional requests for privileges and/or as needed to address clinical quality of care concerns. The Credentials Committee, after receiving a recommendation from the Department Chief, will define the circumstances that require monitoring and evaluation of the clinical performance of each practitioner following his or her initial grant of clinical privileges at the hospital. Such monitoring may utilize prospective, concurrent, or retrospective proctoring, including but not limited to: chart review, the tracking of performance monitors/indicators, external peer review, simulations, morbidity and mortality reviews, and discussion with other healthcare individuals involved in the care of each patient. The Credentials Committee will also establish the duration for such FPPE and triggers that indicate the need for performance monitoring.

6.2 Ongoing Professional Practice Evaluation (OPPE)

The Medical Staff will also engage in OPPE to identify professional practice trends that affect quality of care and patient safety. Information from this evaluation process will be factored into the decision to maintain existing privileges, to revise existing privileges, or to revoke an existing privilege prior to or at the time of reappointment. OPPE shall be undertaken as part of the Medical Staff's evaluation, measurement, and improvement of practitioner's current clinical competency. In addition, each practitioner may be subject to FPPE when issues affecting the provision of safe, high quality patient care are identified through the OPPE process. Decisions to assign a period of performance monitoring or evaluation to further assess current competence must be based on the evaluation of an individual's current clinical competence, practice behavior, and ability to perform a specific privilege.

Section 7. Reapplication after Modifications of Membership Status or Privileges and Exhaustion of Remedies

7.1 Reapplication after adverse credentials decision

Except as otherwise determined by the MEC or Board, a practitioner who has received a final adverse decision or who has resigned or withdrawn an application for appointment or reappointment or clinical privileges while under investigation or to avoid an investigation is not eligible to reapply to the Medical Staff or for clinical privileges for a period of five (5) years from the date of the notice of the final adverse decision or the effective date of the resignation or application withdrawal. Any such application is processed in accordance with the procedures then in force. As part of the reapplication, the practitioner must submit such additional information as the Medical Staff and/or Board requires demonstrating that the basis of the earlier adverse action no longer exists. If such information is not provided, the reapplication will be considered incomplete and voluntarily withdrawn and will not be processed any further.

7.2 Request for modification of appointment status or privileges

A practitioner, either in connection with reappointment or at any other time, may request modification of staff category, Department assignment, or clinical privileges by submitting a written request to the Medical Staff office. A modification request must be on the prescribed form and must contain all pertinent information supportive of the request. All requests for additional clinical privileges must be accompanied by information demonstrating additional education, training, and current clinical competence in the specific privileges requested. A modification application is processed in the same manner as a reappointment, which is outlined in Section 5 of this manual. A practitioner who determines that s/he no longer exercises, or wishes to restrict or limit the exercise of, particular privileges that s/he has been granted shall send written notice, through the Medical Staff office, to the Credentials Committee, and MEC. A copy of this notice shall be included in the practitioner's credentials file.

7.3 Resignation of staff appointment or privileges

A practitioner who wishes to resign his/her staff appointment and/or clinical privileges must provide written notice to the appropriate Department Chief of Staff. The resignation shall specify the reason for the resignation and the effective date. A practitioner who resigns his/her staff appointment and/or clinical privileges is obligated to fully and accurately complete all portions of all medical records for which s/he is responsible prior to the effective date of resignation. Failure to do so shall result in an entry in the practitioner's credentials file acknowledging the resignation and indicating that it became effective under unfavorable circumstances.

7.4 Exhaustion of administrative remedies

Every practitioner agrees that s/he will exhaust all the administrative remedies afforded in the various sections of this manual, the Governance and the Investigation, Corrective Action, Hearing and Appeal Plan before initiating legal action against the hospital or its agents.

7.5 Reporting requirements

The Chief of Staff shall be responsible for assuring that the hospital satisfies its obligations under State law and the Health Care Quality Improvement Act of 1986 and its successor statutes. Whenever a practitioner's privileges are limited, revoked, or in any way constrained, the hospital must, in accordance with State and Federal laws or regulations, report those constraints to the appropriate State and Federal authorities, registries, and/or data bases, such as the NPDB. Actions that must be reported include, but are not limited to, any negative professional review action against a physician or dentist related to clinical incompetence or misconduct that leads to a denial of appointment and/or reappointment; reduction in clinical privileges for greater than thirty (30) calendar days; resignation, surrender of privileges, or acceptance of privilege reduction either during an investigation or to avoid an investigation.

7.6 Reporting of Adverse Action

The hospital shall report actions taken against a practitioner to the appropriate regulatory agencies in accordance with all applicable state and federal laws, including, without limitation:

a. Any adverse action taken by the MEC and based upon the practitioner's professional competence or conduct that adversely affects the clinical privileges of the practitioner for more than 30 days shall be reported to the National Practitioner's Data Bank;

b. Any surrender of a practitioner's clinical privileges while under investigation for possible professional incompetence or improper professional conduct, or any surrender of privileges in return for not conducting an investigation or taking an otherwise reportable action shall be reported to the National Practitioner's Data Bank.

c. Any change in the practitioner's privileges while the practitioner is under investigation and the outcome of any disciplinary action taken against the practitioner concerning patient care or practitioner competency shall be reported to the Board of Medical Examiners within thirty (30) days.

d. Any change in privileges of the practitioner based on an investigation of the practitioner's mental, medical or psychological competency, or upon suspected substance abuse shall be reported to the Board of Medical Examiners within five (5) days.

Section 8. Leave of Absence

8.1 Leave Request

A leave of absence must be requested for any absence from the Medical Staff and/or patient care responsibilities longer than sixty (60) days, except for instances of maternity or paternity leave, and whether such absence is related to the individual's physical or mental health or to the ability to care for patients safely and competently. A practitioner who wishes to obtain a voluntary leave of absence must provide written notice to the Chief of Staff stating the reasons for the leave and approximate period of time of the leave, which may not exceed one year except for military service or express permission by the Board. Requests for leave must be forwarded with a recommendation from the MEC and affirmed by the Board. While on leave of absence, the practitioner may not exercise clinical privileges or prerogatives and must maintain all appropriate licenses and certification during the period of the leave. If the practitioner's current grant of membership and /or privileges is due to expire during the leave of absence, the Practitioner must apply for reappointment, or his/her appointment and/or clinical privileges shall lapse at the end of the appointment period. In the event that a practitioner has not demonstrated good cause for a leave, or where a request for extension is not granted, the determination shall be final, with no recourse to a hearing and appeal.

8.2 Termination of Leave

At least thirty (30) calendar days prior to the termination of the leave, or at any earlier time, the practitioner may request reinstatement by sending a written notice to the Chief of Staff. The practitioner must submit a written summary of relevant activities during the leave if the MEC or Board so requests. A practitioner returning from a leave of absence for health reasons must provide a report from his/her physician that answers any questions that the MEC or Board may have as part of considering the request for reinstatement. The MEC makes a recommendation to the Board concerning reinstatement, and the applicable procedures concerning the granting of privileges are followed.

8.3 Failure to Request Reinstatement

Failure, without good cause, to request reinstatement on or before thirty (30) days of the leave of absence end date shall be deemed a voluntary resignation from the Medical Staff and shall result in automatic termination of membership, privileges, and prerogatives. A member whose membership is automatically terminated shall not be entitled to the procedural rights provided in Part II of these Bylaws unless the leave of absence was done during the time the practitioner was undergoing an investigation. A request for Medical Staff membership subsequently received from a member so terminated shall be submitted and processed in the manner specified for applications for initial appointments.

Section 9. Practitioners Providing Contracted Services

9.1 Exclusivity Policy

Whenever hospital policy specifies that certain hospital facilities or services may be provided on an exclusive basis in accordance with contracts or letters of agreement between the hospital and qualified practitioners, then other practitioners must, except in an emergency or life threatening situation, adhere to the exclusivity policy in arranging for or providing care. Application for initial appointment or for clinical privileges related to the hospital facilities or services covered by exclusive agreements will not be accepted or processed unless submitted in accordance with the existing contract or agreement with the hospital. Practitioners who have previously been granted privileges, which then become covered by an exclusive contract, will not be able to exercise those privileges unless they become a party to the contract.

9.2 Qualifications

A practitioner who is or will be providing specified professional services pursuant to a contract or a letter of agreement with the hospital must meet the same qualifications, must be processed in the same manner, and must fulfill all the obligations of his/her appointment category as any other applicant or staff appointee.

9.3 Disciplinary Action

The terms of the Medical and Dental Staff Bylaws will govern disciplinary action taken by or recommended by the MEC.

9.4 Effect of Contract or Employment Expiration or Termination

The effect of expiration or other termination of a contract upon a practitioner's staff appointment and clinical privileges will be governed solely by the terms of the practitioner's contract with the hospital. If the contract or the employment agreement is silent on the matter, then contract expiration or other termination alone will not affect the practitioner's staff appointment status or clinical privileges.

Section 10. Medical Administrative Officers

10.1 A medical administrative officer is a practitioner engaged by the hospital either full or part time in an administratively responsible capacity, whose activities may also include clinical responsibilities such as direct patient care, teaching, or supervision of the patient care activities of other practitioners under the officer's direction.

10.2 Each medical administrative officer must achieve and maintain Medical Staff appointment and clinical privileges appropriate to his/her clinical responsibilities and discharge staff obligations appropriate to his/her staff category in the same manner applicable to all other staff members.

10.3 Effect of removal from office or adverse change in appointment status or clinical privileges:

10.3.1 Where a contract exists between the officer and the hospital, its terms govern the effect of removal from the medical administrative office on the officer's staff appointment and privileges and the effect an adverse change in the officer's staff appointment or clinical privileges has on his remaining in office.

10.3.2 In the absence of a contract or where the contract is silent on the matter, removal from office has no effect on appointment status or clinical privileges. The effect of an adverse change in appointment status or clinical privileges on continuance in office will be as determined by the Board.

10.3.3 A medical administrative officer has the same procedural rights as all other staff members in the event of an adverse change in appointment status or clinical privileges unless the change is, by contract a consequence of removal from office.

University Medical Center of Southern Nevada

University Medical Center of Southern Nevada
Medical and Dental Staff Rules and Regulations

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Part I. Medical and Dental Staff Rules & Regulations

PART I: MEDICAL AND DENTAL STAFF RULES & REGULATIONS

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Section 1. Introduction

These Rules and Regulations are adopted by the Medical Executive Committee, and approved by the Board of Clark County Commissioners sitting as the Board of Trustees or its delegated authority, to further define the general policies contained in the Medical and Dental Staff Bylaws, and to govern the discharge of professional services within the Hospital. These Rules and Regulations are binding on all Medical Staff appointees and other individuals exercising clinical privileges. Hospital policies concerning the delivery of health care may not conflict with these Rules and Regulations, and these Rules and Regulations shall prevail in any area of conflict. These Rules and Regulations of the Medical Staff may be adopted, amended, or repealed only by the mechanism provided in the Medical and Dental Staff Bylaws. This article supersedes and replaces any and all other Medical and Dental Staff Rules and Regulations pertaining to the subject matter thereof.

The specific responsibilities of each individual Practitioner are to render specific professional services at the level of quality and efficiency equal to, or greater than, that generally recognized and accepted among Practitioners of the same profession, in a manner consistent with licensure, education and expertise, and in an economically efficient manner, taking into account patient needs, available Hospital facilities and resources, adherence to the Code of Ethics as prescribed by his/her profession, and Case Management/utilization standards in effect in the Hospital.

Section 2. Admission and Discharge

2.1 ADMISSIONS

2.1.1 General

The hospital accepts short-term patients for care and treatment provided suitable facilities are available.

a. **Admitting Privileges**: A patient may be admitted to the hospital only by a practitioner on the Medical Staff with admitting privileges. Emergency physicians may write admitting orders but cannot be the admitting physician of record. Podiatric surgeons and Dentists who do not have full History and Physical privileges will be required to co-admit.

b. **Admitting Diagnosis**: Except in an emergency, no patient will be admitted to the hospital until a provisional diagnosis or valid reason for admission has been entered in the medical record. In the case of emergency, such statement will be recorded as soon as possible.

c. **Admission Procedure**: Admissions must be scheduled with the Hospital's Patient Access Services/Admitting Department. A bed will be assigned based upon the medical condition of the patient and the availability of hospital staff and services. Except in an emergency, the admitting practitioner or his designee shall contact the Hospital's Patient Access Services/Admitting Department to ascertain whether there is an available bed.

d. **Admission to Pediatrics**. All individuals under the age of eighteen (18) must be admitted as a pediatric patient.

2.1.2 Admission Priority

Patient Access Services/Admitting personnel will admit patients on the basis of the following order of priorities:

a. **Emergency Admission**: Emergency admissions are the most seriously ill patients. The condition of this patient is one of immediate and extreme risk. This patient requires immediate attention and is likely to expire without stabilization and treatment. The emergency admission patient will be admitted immediately to the first appropriate bed available.

b. **Urgent Admissions**: Urgent admission patients meet the criteria for inpatient admission, however their condition is not life threatening. Urgent admission patients will be admitted as soon as an appropriate bed is available. Urgent admissions include admissions for observation as determined by Center for Medicare/Medicaid Services (CMS) criteria.

c. **Elective Admissions**: Elective admission patients meet the medical necessity criteria for hospitalization but there is no element of urgency for his/her health's sake. These patients may be admitted on a first-come, first-serve basis. A waiting list will be kept and each patient will be admitted as soon as a bed becomes available.

2.1.3 Assignment to Appropriate Service Areas

Every effort will be made to assign patients to areas appropriate to their needs. Patients requiring emergency or critical care will be routed to the Emergency Department for stabilization and transfer to the appropriate treatment area. Patients in active labor will be admitted directly to the Family Birthing Center/Labor and Delivery area per hospital policy after determination that the patient is stable. All patients under the age of eighteen (18) shall be assigned to pediatric services.

2.2 UNASSIGNED EMERGENCY PATIENTS

The Emergency Medical Treatment and Active Labor Act (EMTALA) requires that for all patients who present to the Emergency Department, the Hospital must provide for an appropriate medical screening examination within the capability of the hospital's emergency department, including ancillary services routinely available to the emergency department, to determine whether or not an emergency medical condition exists. The Medical Screening Examination must be performed by a Qualified Medical Provider which is a Physician, Advanced Practice Registered Nurse, Physician Assistant, or a Labor and Delivery Nurse with Neonatal Resuscitation training. Pregnant patients, greater than twenty (20) weeks gestation, with a primary obstetrical complaint can have their medical screening exam done in the Family Birthing Center/Labor and Delivery area.

2.2.1 **Definition of Unassigned Patient**

Patients who present to the Emergency Department and require admission and/or treatment shall have a practitioner assigned by the Emergency Department physician if one or more of the following criteria are met:

a. the patient does not have a primary care practitioner or does not indicate a preference;

b. the patient's primary care practitioner does not have admitting privileges; or

c. the patient's injuries or condition fall outside the scope of the patient's primary care practitioner.

2.2.2 **Unassigned Call Service**

a. **Unassigned Call Schedule**: The Hospital is required to maintain a list of physicians who are on call for duty after the initial examination to provide treatment necessary to stabilize an individual with an emergency medical condition. Each Medical Staff Department Chief, or his/her designee, shall provide the Emergency Department and the Medical Staff Services Office with a list of physicians who are scheduled to take emergency call on a rotating basis. Practitioners shall comply with all obligations, duties, and responsibilities required by Hospital policy, or applicable Hospital-practitioner contract, which relate to the maintenance of the unassigned call schedule.

b. **Response Time**: It is the responsibility of the on-call physician, or designee, to respond in an appropriate time frame. The on-call physician, or designee, shall respond to calls from the Emergency Department within ten (10) minutes by telephone unless an earlier timeframe is stipulated by contract or other policy, and must arrive at the Hospital, if requested to see the patient, to evaluate the patient within thirty (30) minutes for emergent patients or within a time frame specified by the Emergency Department physician for non-emergent patients. If there is a difference of opinion on how quickly the on-call physician must respond, the emergency department practitioner (who has seen the patient) will determine the response time of the on-call physician. If the on-call physician does not respond to being called or paged, the physician's Department Chief

will be contacted. Failure to respond in a timely manner may result in the initiation of disciplinary action.

c. **Substitute Coverage**: It is the On-Call physician's responsibility to arrange for coverage and officially update the schedule if he/she is unavailable to take call when assigned. If an On-Call Physician has an emergent case at another hospital or UMC they must provide the name of an alternate practitioner with equivalent privileges, to provide on-call coverage. Failure to notify the Medical Staff Department of alternate call coverage may result in the initiation of disciplinary action. It is the On Call physician's responsibility to provide a one (1) time and appropriate follow-up evaluation for the patient following the Emergency Department visit, regardless of the patient's ability to pay.

2.2.3 Patients Not Requiring Admission

In cases where the Emergency Department consults with the unassigned call physician and no admission is deemed necessary, the Emergency Department physician shall implement the appropriate care/treatment and discharge the patient with arrangements made for appropriate follow-up care. It is the unassigned call physician's responsibility to provide at least one (1) timely and appropriate follow-up evaluation for the patient following the Emergency Department visit, regardless of the patient's ability to pay.

2.2.4 Unassigned Patients Returning to the Hospital

Unassigned patients who present to the Emergency Department will be referred to the practitioner taking unassigned call that day unless a patient-physician relationship has been developed and the patient is no longer considered "unassigned."

2.2.5 Guidelines for Unassigned Call

Unassigned call will be performed in accordance with the "On Call Physician Policy".

2.2.6 Use of the Unassigned Call Roster

The unassigned call roster may be used as default consultation coverage when a practitioner cannot obtain consultation on his/her patient on a voluntary basis. The responsible on-call practitioner will be the practitioner who is on call when the consultation request is placed.

2.2.7 Failure to Meet Unassigned Call Obligations

All failures to meet unassigned call responsibilities shall be reported to the Department Chief and the Chief of Staff. Recurrent failure to meet call obligations may result in corrective action per the Medical and Dental Staff Bylaws.

2.3 TRANSFERS

2.3.1 Transfers from Other Acute Care Facilities

Transfers from other acute care facilities shall comply with NRS Chapter 439B and EMTALA guidelines and must meet the following criteria:

a. The patient must be medically stable for transfer;

b. The patient's condition must meet medical necessity criteria;

c. The patient must require, and this Hospital must be able to provide, a higher level of care or a specific inpatient service not available at the transferring facility OR it is requested by the patient or patient's family; and

d. Responsibility for the patient must be accepted by an emergency physician, within EMTALA guidelines.

2.3.2 **Transfers Within the Hospital**

Patients may be transferred from one patient care unit to another in accordance with the priority established by the Hospital. All practitioners actively providing care to the patient will be notified of all transfers per the methods noted in hospital policy.

2.3.3 **Transfers to Another Hospital**

Patients who are transferred to another hospital must follow the Hospital policy on patient transfers to ensure compliance with NRS Chapter 439B and EMTALA.

2.4 PATIENTS WHO ARE A DANGER TO THEMSELVES AND OTHERS

The admitting practitioner, or designee, is responsible for providing the Hospital with necessary information to assure the protection of the patient from self-harm and to assure the protection of others.

The admitting practitioner is responsible for providing the Hospital with necessary information to assure the protection of the patient from self-harm and to assure the protection of others. Practitioners who have patients who are a danger to themselves and/or others should follow the hospital "Suicide Precautions" policy.

2.5 PROMPT ASSESSMENT

All new admissions must be personally assessed by the attending physician or his/her designated covering practitioner within twelve (12) hours and have a history and physical examination completed and on the record within twenty-four (24) hours. Patients admitted to intermediate care units must be seen within four (4) hours. Patients admitted to critical care units must be seen within two (2) hours. Unstable patients must be seen as soon as possible in a time period dictated by the acuity of their illness.

2.6 DISCHARGE ORDERS AND INSTRUCTIONS

Patients will be discharged or transferred only upon the authenticated order of the attending physician or his or her privileged designee who shall provide, or assist Hospital personnel in providing, written discharge instructions in a form that can be understood by all individuals and organizations responsible for the patient's care. These instructions should include, if appropriate:

a. A list of all medications the patient is to take post-discharge;

b. Dietary instructions and modifications;

c. Medical equipment and supplies;

d. Instructions for pain management;

e. Any restrictions or modification of activity;

f. Follow up appointments and continuing care instructions;

g. Referrals to rehabilitation, physical therapy, and home health services; and

h. Recommended lifestyle changes, such as smoking cessation.

2.7 DISCHARGE AGAINST MEDICAL ADVICE

Should a patient leave the hospital against the advice of the attending physician, or without a discharge order, Hospital policy shall be followed. The attending physician shall be notified that the patient has left against medical advice.

2.8 DISCHARGE PLANNING

Discharge planning is a formalized process through which follow-up care is planned and carried out for each patient. Discharge planning is undertaken to ensure that a patient remains in the hospital only for as long as medically necessary. All practitioners are expected to participate in the discharge planning activities established by the Hospital and approved by the Medical Executive Committee.

Section 3. Medical Records

3.1 GENERAL REQUIREMENTS

The medical record provides data and information to facilitate patient care, serves as a financial and legal record, aids in clinical research, supports decision analysis, and guides professional and organizational performance improvement. The medical record must contain information to justify admission or medical treatment, to support the diagnosis, to validate and document the course and results of treatment, and to facilitate continuity of care. Only authorized individuals may have access to and make entries into the medical record. The attending physician is responsible for the preparation of the physician components to ensure a complete and legible medical record for each patient. At a minimum, the completed medical record must contain the following:

a. Evidence of patient history and physical examination completed in accordance with Hospital policy.
b. Patient diagnosis at the time of admission.
c. The results of all consultative evaluations of the patient and the appropriate findings by clinical and other staff involved in caring for the patient.
d. Documentation of any complications suffered by the patient, infections acquired by the patient while in the hospital and unfavorable reactions by the patient to drugs and anesthesia administered to the patient.
e. Properly executed informed consent for all procedures and treatments specified by the Medical Staff, or federal or state law, as requiring written patient consent.
f. All orders of practitioners, nursing notes, reports of treatment, records of medication, radiology and laboratory reports, vital signs and other information necessary to monitor the condition of the patient.
g. A discharge summary that includes a description of the outcome of the hospitalization, disposition of the case and the provisions for follow-up care that have been provided to the patient.
h. The final diagnosis of the patient.

In order to practice medicine, all healthcare practitioners who exercise privileges in the facility are required to utilize the electronic health record (EHR) in order to meet regulatory requirements and provide efficiencies in delivering healthcare to the community. All healthcare practitioners will undergo appropriate EHR training, and comply with security guidelines, per the Hospital's policy on use of the EHR. Practitioners who fail to utilize the EHR system, or who otherwise fail to comply with Hospital policy on the use of EHR, shall be subject to corrective action.

3.2 AUTHENTICATION

All clinical entries in the patient's medical record will be accurately dated, timed, and authenticated (signed) with the practitioner's legible signature or by approved electronic means.

3.3 CLARITY, LEGIBILITY, AND COMPLETENESS

All healthcare practitioners who exercise privileges at UMC are required to utilize the electronic healthcare record. Use of other modes of documentation (i.e., paper) shall be minimal and shall only occur during designated system downtime or where such use has otherwise been pre-approved by the

UMC Health Record Informatics Committee. In such circumstances, all handwritten entries in the medical record shall be made in ink and shall be clear, complete, and legible. Orders which are, in the opinion of the authorized individual, as noted in the "Provision for Patient Care" policy, responsible for executing the order, illegible, unclear, incomplete, or improperly documented (such as those containing prohibited abbreviation and symbols) will not be implemented. Improper orders shall be called to the attention of the ordering practitioner timely. The authorized individual will contact the practitioner, request a verbal order for clarification, read back the order, and document the clarification in the medical record. This verbal order must be signed by the ordering practitioner as described in Subsection 4.4.2.

3.4 ABBREVIATIONS AND SYMBOLS

The use of abbreviations can be confusing and may be a source of medical errors. However, the Medical Staff recognizes that abbreviations may be acceptable to avoid repetition of words and phrases in written documents. The use of abbreviations and symbols in the medical record must be consistent with the following rules:

3.4.1 **Prohibited Abbreviations, Acronyms, and Symbols**: The Medical Executive Committee shall adopt a list of prohibited abbreviations and symbols that may not be used in medical record entries or orders. All practitioners shall comply with the Hospital "Abbreviations" policy.

3.4.2 **Situations Where Abbreviations Are Not Allowed**: Abbreviations, acronyms, and symbols may not be used in recording the final diagnoses and procedures on the face sheet of the medical record.

3.5 ADMISSION HISTORY AND PHYSICAL EXAMINATION

3.5.1 **Time Limits**

a. <u>For all inpatients, patients under observation, or patients receiving anesthesia:</u> A complete history and physical should be completed no more than seven (7) days before or twenty-four (24) hours after admission or registration, but prior to surgery or a procedure requiring anesthesia services. An updated examination of the patient, including any changes in the patient's condition, shall be completed and documented within twenty-four (24) hours after admission or registration, but prior to surgery or a procedure requiring anesthesia services.

b. <u>For outpatient procedures requiring only moderate sedation</u>: A focused history and physical shall be completed no more than thirty (30) days before or 24 hours after admission or registration, but prior to surgery or procedure. An updated examination of the patient, including any changes in the patient's condition, is to be completed and documented within twenty-four (24) hours after admission or registration, but prior to the surgery or a procedure requiring moderate sedation.

c. <u>For outpatient procedures that do not require anesthesia or moderate sedation</u>: In accordance with a policy established by the medical staff, an assessment of a patient, in lieu of a history and physical examination, may be completed and documented after registration, but prior to surgery or a procedure, when the patient is receiving specific

outpatient surgical or procedural services that do not require moderate sedation or anesthesia.

3.5.2 **Who May Perform and Document the Admission History and Physical Examination**

All medical history and physical examinations, or updates thereto, must be completed and documented by a physician, an oral and maxillofacial surgeon, advanced practice registered nurse or Advanced Practice Professional in accordance with State law and hospital policy.

3.5.3 **Compliance with Documentation Guidelines**

The documentation of the admission history and physical examination shall be consistent with the current guidelines for the documentation of evaluation and management services as promulgated by the Centers for Medicare and Medicaid Services or comparable regulatory authority.

A **complete history and physical examination** is required for all admissions, all surgeries requiring anesthesia (general, regional, monitored anesthesia care (MAC), or deep sedation), and all observation patients. A complete history and physical examination report must include the following information:

a. Chief complaint or reason for the admission or procedure;

b. A description of the present illness;

c. Past medical history, including current medications, allergies, past and present diagnoses, illnesses, operations, injuries, treatment, and health risk factors;

d. An age-appropriate social history;

e. A pertinent family history;

f. A review of systems;

g. Cardiorespiratory exams and other relevant physical findings;

h. Documentation of medical decision-making including a review of diagnostic test results; response to prior treatment; assessment, clinical impression or diagnosis; plan of care; evidence of medical necessity and appropriateness of diagnostic and/or therapeutic services; counseling provided, and coordination of care.

A **focused history and physical examination** report is used for outpatient procedures that do not require anesthesia (general, regional, MAC, or deep sedation). A focused history and physical is required to be done for all outpatient procedures using moderate sedation. A focused history and physical should include the following information:

a. Chief complaint or reason for the admission or procedure;

b. A description of the present illness;

c. Past medical history, including current medications, allergies, and current diagnoses;

d. A review of systems relative to the procedure planned;

e. Relevant physical findings, including an evaluation of the cardiac and respiratory systems and the affected body area;

f. Documentation of medical decision-making including a review of diagnostic test results; response to prior treatment; assessment, clinical impression or diagnosis; plan of care;

evidence of medical necessity and appropriateness of diagnostic and/or therapeutic services; counseling provided, and coordination of care.

In accordance with an established policy of the medical staff, an **assessment**, in lieu of a complete or focused history and physical examination, may be used when the patient is receiving specific outpatient surgical or procedural services not requiring anesthesia or moderate sedation. The policy established by the medical staff which allows for the performance of an assessment in lieu of a history and physical examination must apply only to those patients receiving specific outpatient procedural services and be based upon the following:

a. Patient age, diagnoses, the type and number of surgeries and procedures to be performed, comorbidities, and the level of anesthesia required for the surgery or procedure;

b. Nationally recognized guidelines and standards of practice for assessment of specific types of patients prior to specific outpatient surgeries and procedures; and

c. Applicable State and local health and safety laws.

3.5.4 Admitting Physician is Responsible for the Admission History and Physical Examination

Completion of the patient's admission history and physical examination is the responsibility of the admitting physician or his/her designee.

3.6 PREOPERATIVE DOCUMENTATION

3.6.1 Policy

Except in an emergency, a current medical history and appropriate physical examination will be documented in the medical record prior to:

a. all invasive procedures performed in the Hospital's surgical suites;

b. certain procedures performed in the Radiology Department and Catheterization Lab (angiography, angioplasty, myelograms, abdominal and intrathoracic biopsy or aspiration, pacemaker and defibrillator implantation, electrophysiologic studies, and ablations); and

c. certain procedures performed in other treatment areas (bronchoscopy, gastrointestinal endoscopy, transesophageal echocardiography, therapeutic nerve blocks, central arterial line insertions, and elective electrical cardioversion).

In accordance with a policy established by the medical staff pursuant to Section 3.5.3 above, an assessment may be completed, in lieu of an otherwise required history and physical, when the patient is receiving specific outpatient surgical or procedural services not requiring moderate sedation or anesthesia.

When a history and physical examination is required prior to a procedure, and the procedure is not deemed an emergency, the procedure will be cancelled if an H&P is not completed. In cases of procedures performed by podiatrists and dentists who are not privileged to perform the complete H&P, another practitioner privileged to perform the complete H&P or the pre-anesthesia evaluation may suffice for the update to the history and physical examination.

3.7 PROGRESS NOTES

3.7.1 **Daily Progress Notes**

The attending physician, or Advanced Practice Professional (APP), will record a progress note each day for each significant patient encounter on all hospitalized (inpatient, observation, and boarded) patients excluding the day of admission and the day of discharge. A physician must do the progress note on postoperative day #1 for all patients undergoing a procedure. ICU patients must be seen daily by a physician. All progress notes must document the reason for continued hospitalization.

3.7.2 **Co-signature of Progress Notes**

Progress notes documented by APPs do not need co-signature by the physician but should include attestation from the APP that the physician is involved in the care of the patient when applicable. Progress notes documented by residents or fellows do require co-signature by the physician within one (1) day, unless the attending physician documents their own note.

3.8 OPERATIVE / PROCEDURE REPORTS

Operative reports will be entered or dictated immediately after surgery, and in no case, later than twenty-four (24) hours after the end of the procedure, and the report promptly signed by the surgeon and made a part of the patient's current medical record. Operative/procedure reports will include:

a. the name of the licensed independent practitioner(s) who performed the procedure and any assistants and a description of their tasks,

b. the pre-operative diagnosis,

c. the name of the procedure performed,

d. a description of the procedure performed,

e. the type of anesthesia administered,

f. findings of the procedure,

g. complications, if any,

h. any estimated blood loss,

i. any specimen(s) removed,

j. any prosthetic devices, transplants, grafts, or tissues implanted, and

k. the postoperative diagnosis.

3.9 IMMEDIATE OPERATIVE/PROCEDURAL NOTES

If there is a delay in getting the operative/procedure report in the medical record, an immediate operative / procedural note is recorded in the medical record, prior to transfer to the next level of care, outlining the procedure performed. Immediate operative/procedural notes will include:

a. the name of the licensed independent practitioner(s) who performed the procedure and any assistants,

b. the name of the procedure performed,

c. findings of the procedure,

d. any estimated blood loss,

e. any specimen(s) removed, and

f. the post-operative/procedure diagnosis.

3.10 ANESTHESIA NOTES

Practitioners must document a pre-anesthesia assessment, an intraoperative record, and a post-anesthesia assessment for all patients undergoing anesthesia. A pre-anesthesia evaluation must be completed by a practitioner qualified to administer anesthesia at least forty-eight (48) hours before surgery. A post-anesthesia evaluation shall be placed in the record within forty-eight (48) hours after the completion of a procedure involving anesthesia or deep sedation in accordance with CMS and Joint Commission guidelines. The note shall be entered by an anesthesia practitioner or by the physician who administered the deep sedation. This note should contain the following information:

a. Respiratory function, including respiratory rate, airway patency, and oxygen saturation;
b. Cardiovascular function, including pulse rate and blood pressure;
c. Mental status;
d. Temperature;
e. Pain;
f. Nausea and vomiting; and
g. Postoperative hydration.

3.11 CONSULTATION REPORTS

The documentation in the consultation report shall be consistent with the current guidelines for the documentation of evaluation and management services as promulgated by the Centers for Medicare and Medicaid Services or comparable regulatory authority. Consultation reports will demonstrate evidence of review of the patient's record by the consultant, pertinent findings on examination of the patient, the consultant's opinion and recommendations. This report will be made part of the patient's record. The Consultation Report should be completed and entered in the patient's chart within the time frame specified by the physician ordering the consult and no later than twenty-four (24) hours after receipt of notification of the consult request, unless the attending ordering the consultation agrees to a longer timeframe. If there is a difference of opinion on how quickly the consulting physician must respond, the attending physician or designee (who has seen the patient) will determine the response time of the consultant. If a full consult note is not immediately available after the consultation, a note should be documented in the record containing the consultant's assessment and plan for the care of the patient. If a consultation is performed by an APP other than an APRN the consulting physician must cosign the consultation.

If the report is not in the record within the prescribed time, an explanatory note should be recorded in the record. When operative procedures are involved, the consultation note, except in emergency situations so verified on the record, will be recorded prior to the operation/procedure.

3.12 OBSTETRICAL RECORD

The obstetrical record must include a medical history, including a complete prenatal record if available, and an appropriate physical examination. A copy of the practitioner's office prenatal record may serve as the history and physical for uncomplicated vaginal deliveries if it is legible and complete and the last prenatal visit was within seven (7) days of admission. If the office prenatal record is used as the history and physical examination, an update must be performed as described in the bylaws.

3.13 FINAL DIAGNOSES

The final diagnoses will be recorded in full, without the use of symbols or abbreviations dated and signed by the discharging physician in the discharge summary, transfer note, or death summary of the patient. In the event that pertinent diagnostic information has not been received at the time the patient is discharged, the practitioner will be required to document such in the patient's record.

3.14 DISCHARGE SUMMARIES

The content of the medical record will be sufficient to justify the diagnosis, treatment, and outcome. The discharge summary should be completed no later than forty-eight (48) hours after discharge. All discharge summaries should be written and signed by the individual completing the discharge and in accordance with UMC EHR policy. The discharge summary should be a meaningful synopsis of the care rendered during the hospitalization.

3.14.1 **Content**: A discharge summary will be entered or dictated upon the discharge or transfer of hospitalized patients. The discharge summary is the responsibility of the discharging physician and will contain:

a. Reason for hospitalization;

b. Summary of hospital course, including significant findings, the procedures performed, and treatment rendered;

c. Condition of the patient at discharge;

d. Instructions given to the patient and family, including medications, referrals, and follow-up appointments; and

e. Final diagnoses.

3.14.2 **Deaths**: A discharge summary is required on all patients who have expired and will include:

a. Reason for admission;

b. Summary of hospital course; and

c. Final diagnoses.

3.14.3 **Timing**: A Discharge Summary is to be completed no case later than forty-eight (48) hours after discharge, transfer, or death.

3.15 DIAGNOSTIC REPORTS

Inpatient diagnostic reports (including but not limited to inpatient EEGs, EKGs, echocardiograms, stress tests, Doppler studies) must be read by the physician scheduled to provide the interpretation service within twenty-four (24) hours of availability of the test. Failure to provide prompt interpretation of diagnostic tests may result in removal from the reading list. Outpatient diagnostic reports should be read by the physician in the timeframe stipulated by contract.

3.16 ADVANCED PRACTICE PROFESSIONALS (APPs)

The attending or supervising/collaborating physician will review and authenticate all history and physical examinations, consultations and discharge summaries prepared by the Advanced Practice Professional. The signature signifies that the attending or supervising/collaborating physician has reviewed the patient's medical record and approved the care rendered by the Advanced Practice Professional. An advanced practice registered nurse having been granted medical staff membership and clinical privileges may independently complete appropriate medical record documentation, without the need of physician co-signature, provided that the act has been authorized within the APRN's delineation of privileges, is authorized pursuant to NRS 632.237 and NAC 632.255, and within his or her authorized scope of practice.

3.17 RESIDENTS AND FELLOWS IN TRAINING

Residents and fellows in training, who are not moonlighting outside of their training program, must have their history and physical examinations, progress notes, operative notes, and operative reports cosigned within one calendar day by the attending physician, or their physician designee. They must also have their discharge summaries cosigned by the discharging physician, or their physician designee, within forty-eight (48) hours after discharge of the patient. If the attending physician enters his/her own independent note, there is no need to cosign the resident's or fellow's progress note for that day.

3.18 MEDICAL RECORD ACCESS AND CONFIDENTIALITY

A patient's medical record is the property of the Hospital. If requested, the record will be made available to any member of the Medical Staff attending the patient and to members of medical staffs of other hospitals upon written consent of the patient or by the appropriate Hospital authority in an emergency situation. Medical records will otherwise be disclosed only pursuant to court order, subpoena, or in accordance with state or federal law and regulation. Records will not be removed from the Hospital's jurisdiction or safekeeping except in compliance with a court order, subpoena, or in accordance with state or federal law and regulation.

3.18.1 **Access to Old Records**: In case of readmission of a patient, all previous records will be made available to the admitting practitioner whether the patient was attended by the same practitioner or by another practitioner.

3.18.2 **Unauthorized Removal of Records**: Unauthorized removal of charts from their designated space(s) is grounds for corrective action of privileges of the practitioner for a period to be determined by the Medical Executive Committee.

3.18.3 **Access for Medical Research**: Access to the medical records of all patients will be afforded to members of the Medical Staff for bona fide study and research consistent with preserving the confidentiality of personal information concerning the individual patient. All such projects must have prior approval of the Institutional Review Board. The written request will include: (1) The topic of study; (2) the goals and objectives of the study; and (3) the method of record selection. All approved written requests will be presented to the Director of the Health Information Management Department.

3.18.4 **Access for Former Members**: Provided that the use or disclosure of the information would comply with applicable federal and state law and regulation, former members of the Medical Staff will be permitted access to information from the medical records of their patients covering all periods during which they attended such patients in the Hospital.

3.19 MEDICAL RECORD COMPLETION

A medical record will not be permanently filed until it is completed by the responsible practitioner or is ordered filed by the Medical Executive Committee.

3.19.1 Requirements for Timely Completion of Medical Records

Medical records must be completed in accordance with the following standards:

a. An Admission History and Physical Examination or Updated History and Physical Examination must be entered in the medical record in the timeframes noted in the bylaws, Part I, Section 2.6.8. A privileged physician must co-sign the H&P performed by a resident/fellow or APP within one (1) calendar day;

b. A Preoperative History and Physical Examination or Focused Preoperative History and Physical Examination must be entered in the medical record prior to the surgery or procedure;

c. An Admission Prenatal Record must be entered in the medical record by the attending physician or designated covering practitioner within twenty-four (24) hours after an obstetrical admission and prior to the delivery of the infant;

d. An Operative/Procedure Report must be entered in the medical record by the performing practitioner immediately, but in no case, later than twenty-four (24) hours following the surgery or procedure;

e. If the Operative Report is not immediately available, an Immediate Post-Operative/Procedure Note must be entered in the medical record by the performing practitioner prior to transfer of the patient to the next level of care.

f. An Inpatient Progress Note must be recorded each day for each significant patient encounter on all hospitalized patients. A privileged physician must see the patient on the first post-operative day (if applicable). A privileged physician must see the patient daily in an intensive care unit;

g. An Emergency Department/Ambulatory Services Record must be completed by the responsible practitioner prior to the patient leaving the Emergency Department for patients transferred outside the facility. For all other patients, an Emergency Department Record must be completed by the responsible practitioner by the end of the practitioner's shift of work;

h. A Consultation Note must be completed by the consulting physician within twenty-four (24) hours of notification of the consult request;

i. Inpatient Diagnostic Reports must be completed by the interpreting physician within twenty-four (24) hours after availability of the test for review or an earlier time as noted in the contract;

j. A Discharge Summary must be entered in the medical record by the discharging physician or his/her designee no case later than forty-eight (48) hours after an inpatient or observation discharge, transfer, or death; and

k. The Inpatient or Observation Medical Record must be completed within forty-eight (48) hours of discharge, including the authentication of all progress notes, consultation notes, operative reports, and verbal and entered orders, final diagnoses, and discharge summary.

3.19.2 **Policy on Incomplete Records**

All practitioners will be held to the HIM policy on "Delinquent Medical Records Policy". If a practitioner is delinquent in their medical records completion, s/he will be unable to schedule admissions or procedures and cannot have a colleague admit/schedule for them while they are delinquent with their records.

3.20 ELECTRONIC RECORDS AND SIGNATURES

"Electronic signature" means any identifier or authentication technique attached to or logically associated with an electronic record that is intended by the party using it to have the same force and effect as a manual signature. Pursuant to state and federal law, electronic documents and signatures shall have the same effect, validity, and enforceability as manually generated records and signatures.

3.21 ORGANIZED HEALTH CARE ARRANGEMENT

For the purposes of complying with provisions of the federal Health Insurance Portability and Accountability Act ("HIPAA"), the Medical Staff of this Hospital are deemed to be members of, and a part of, an *Organized Health Care Arrangement* ("OHCA") as that term is defined within HIPAA. This designation is intended to comply with the privacy regulations promulgated pursuant to HIPAA based upon the fact that the members of the OHCA operate in a "clinically integrated care setting." As such, members of Medical Staff shall, upon acceptance to membership, become part of the OHCA with the Hospital and the hospital's medical staff. Except for non-compliance remedies set forth in the HIPAA regulations, no member shall be liable for any actions, inactions, or liabilities of any other member. Each member of the OHCA shall be responsible for its own HIPAA compliance requirements related to services and activities performed outside the clinical setting of the OHCA.

The members hereby adopt the Hospital Joint Notice of Privacy Practices that will be distributed by the Hospital to all patients of the Hospital, and agree to comply with all requirements contained in the Joint Notice of Privacy Practices.

The members of the Medical Staff shall have access to protected health information of the patients of other members of the OHCA for purposes of treatment, payments and healthcare operations, as those terms are defined by HIPAA and the HIPAA Privacy Regulations; Provided that any member of the Medical Staff that downloads, saves or otherwise stores any protected health information, or has access to any Hospital electronic data systems, though any portal that is not solely operated by the Hospital, shall enter into a Colleague Agreement, which shall require that member of the Medical Staff to observe certain requirements, and to assume responsibility for anyone who accesses any Hospital information through a portal maintained by the member.

Members of the Medical Staff shall be entitled to disclose protected health information of a patient to other members of the OHCA for authorized health care operations of the OHCA, including peer review,

mortality and morbidity meetings, tumor board, and other similar authorized health care operations of the OHCA, as permitted in the HIPAA Privacy Regulations.

Section 4. Standards of Practice

4.1 ADMITTING/ATTENDING PHYSICIAN

4.1.1 Responsibilities

Each patient admitted to the Hospital shall have an admitting physician who is an appointee of the Medical Staff with admitting privileges. The admitting physician, or authorized designee, is responsible for completion of the history and physical examination.

The attending physician, or authorized designee, will be responsible for:

a. the medical care and treatment of each patient in the Hospital;

b. making daily rounds;

c. the prompt, complete, and accurate preparation of the medical record; and

d. necessary special instructions regarding the care of the patient.

4.1.2 Identification of Attending Physician

At all times during a patient's hospitalization, the identity of the attending physician shall be clearly documented in the medical record.

4.1.3 Transferring Attending Responsibilities

Whenever the responsibilities of the attending physician are transferred to another Medical Service, a note covering the transfer of responsibility will be entered in the medical record by the attending physician.

4.2 COVERAGE AND CALL SCHEDULES

Each physician shall provide the Medical Staff Services Office with a list of designated Medical Staff appointees (usually the members of his/her group practice who are members of the same clinical department and have equivalent clinical and procedure privileges) who shall be responsible for the care of their patients in the Hospital when the physician is not available.

4.3 RESPONDING TO CALLS AND PAGES

4.3.1 **Telephonic Response**. Practitioners are expected to respond within ten (10) minutes to calls from the Hospital's patient care staff regarding their patient.

4.3.2 **Physical Response**. Practitioners are expected to respond in person within thirty (30) minutes to evaluate patients in the emergency department.

4.4 ORDERS

4.4.1 General Principles

a. All orders for treatment will be entered into the medical record.

b. All orders must be specifically given by a practitioner who is privileged by the Medical Staff.

c. Vague or "blanket" orders (such as "continue home medication" or "resume previous orders") will not be accepted.

d. Instructions should be written out in plain English. Prohibited abbreviations may not be used.

e. All orders for treatment shall be recorded in the medical record and authenticated by the ordering practitioner with his/her legible or electronic signature, date, and time.

4.4.2 Non Privileged Physician orders

Physicians who are not UMC Medical and Dental Staff members and are ordering outpatient ancillary services by writing an order or prescription must provide the following information:

a. Physician name and address
b. Physician contact number-telephone and/or cell
c. Name of a qualified representative who can take a message if physician is unavailable
d. Current Nevada Medical License number

4.4.3 Verbal/Telephone Orders

Verbal/telephone orders are discouraged and should be reserved for those situations when it is impossible or impractical for the practitioner to write the order or enter it in a computer. Verbal/telephone orders must comply with Hospital policy "Verbal/Telephone Orders". All telephone orders must be signed by the ordering practitioner or another practitioner involved in the patient's care within forty-eight (48) hours after discharge of the patient or in an earlier timeframe as prescribed by state law. All verbal orders must be signed by the ordering practitioner before leaving the area.

4.4.4 Facsimile Orders

Orders transmitted by facsimile shall be considered properly authenticated and executable provided that:

a. The facsimile is legible and received as it was originally transmitted by facsimile or computer;

b. The order is legible, clear, and complete;

c. The identity of the patient is clearly documented;

d. The facsimile contains the name of the ordering practitioner, his/her address and a telephone number for verbal confirmation, the time and date of transmission, and the name of the intended recipient of the order, as well as any other information required by federal or state law;

e. The original order, as transmitted, is signed, dated, and timed; and

f. The facsimile, as received, is signed by the attending physician or ordering practitioner within forty-eight (48) hours of discharge.

4.4.5 **Cancellation of Orders Following Surgery or Transfer**

All previous medication orders are canceled when the patient:

a. goes to surgery,

b. is transferred to or from a critical care area, or

c. is transferred to, and readmitted from, another hospital or health care facility.

New orders shall be specifically entered following surgery or the aforementioned transfers. Instructions to "resume previous orders" will not be accepted.

4.4.6 **Drugs and Medications**

Orders for drugs and medications must follow Hospital Pharmacy policy.

4.4.7 **Radiologic Testing**

Orders for radiologic testing should include the name of the test requested and the reason for the test; rule out diagnosis are not allowed to be used. Relevant pertinent history and exam findings are recommended to be included with the request for the test.

4.5 CONSULTATION

4.5.1 **Consultation Requests.** Any qualified practitioner with clinical privileges may be requested for consultation within his/her area of expertise. The attending physician is responsible for obtaining consultation whenever patients in his/her care require services that fall outside his/her scope of delineated clinical privileges. The attending physician will provide written authorization requesting the consultation, and permitting the consulting practitioner to attend or examine his/her patient. This request shall become part of the patient's medical record and must specify:

a. the reason for the consultation, and

b. the urgency of the consultation (emergent/urgent – within a timeframe acceptable to the referring physician based on communication with the consultant; routine – within 24 hours; delayed – within a timeframe acceptable to the referring physician as long as it does not delay the discharge planning process).

Consultation and Treatment. All consultations will be for "consultation and treatment" unless specified otherwise. It is recommended that the consultant not initiate new orders on patients on the teaching service until they have discussed their recommendation with the resident or fellow on the service.

4.5.2 **Communication.** All consultations should be communicated practitioner-to-practitioner. APPs may initiate the consultation with the knowledge of their supervising/collaborating physician.

4.5.3 **Notice.** Consultants should not order consultations with other specialties without informing the attending physician unless the need is urgent/emergent.

4.5.4 **APP Consult**. APPs may perform the consultation with the knowledge and collaboration of their supervising/collaborating physician. If the practitioner requesting the consult requests that the consulting physician perform the consultation, that request will be honored.

4.5.5 **Addressing Concerns**. If a nurse has any reason to question the care provided to any patient, or believes that appropriate consultation is needed, the nurse will bring this concern to her manager to be addressed through the chain of command. All practitioners should be receptive to obtaining consultation when requested by patients, their families, and hospital personnel.

4.5.6 **Suicide Precautions**. Requirements for consultation pertaining to patients deemed at high-risk for suicide should be handled in accordance with the Hospital's "Suicide Precautions" policy.

4.6 CRITICAL CARE UNITS

4.6.1 Critical Care Unit Privileges

The privilege to admit patients to, and manage patients in, critical care units shall be specifically delineated. When there are concerns regarding the continued stay within a critical care unit, consultation with the medical director of the unit will be obtained.

4.6.2 Prompt Evaluation of Critical Care Patients

Each patient admitted or transferred to a critical care unit shall be examined by a physician, or designee, within two (2) hours following admission or transfer.

4.6.3 Critical Care Services

Certain services and procedures may be provided to patients only in critical care units. The Medical Executive Committee shall establish policies that specify which services may be provided only in a critical care unit.

4.7 DEATH IN HOSPITAL

4.7.1 Pronouncing of Death

In the event of a hospital death, the deceased will be pronounced by a physician, resident, or Advanced Practice Registered Nurse within a reasonable time in accordance with Nevada laws

and regulations. Physician Assistants (PAs), and registered nurses may be authorized to make a pronouncement of death in accordance with Nevada laws and regulations. A physician who anticipates the death of a patient because of an illness, infirmity, or disease may authorize a Physician Assistant or Registered Nurse to make a pronouncement of death if they attend the death of the patient. The attending physician's authorization must be a written order entered on the chart of the patient, state the personnel authorized to make the pronouncement of death, and be signed and dated by the physician. If the pronouncement of death is made by a registered nurse or Physician Assistant, the physician who authorized that action must sign the medical certificate of death within 24 hours of being presented with the certificate.

4.7.2 **Certifying the Cause of Death**

The attending physician or Advanced Practice Registered Nurse is responsible for certifying the cause of death, and authenticating the Death Certificate within forty-eight (48) hours of death per Nevada law. If the attending physician or Advanced Practice Registered Nurse will not be available within forty-eight (48) hours of death, the certificate shall be completed by an associate physician who has access to the deceased patient's medical records or the Chief of Staff. In cases of death within the emergency department, the emergency physician will be responsible for certifying the cause of death and completing the Death Certificate in accordance with Nevada laws and regulations.

4.7.3 **Brain Death**

Determinations of brain death shall be completed in accordance with the Hospital policy "Brain Death (Pediatric)" or "Determination of Brain Death in Adults."

4.7.4 **Organ Procurement**

When death is imminent, physicians should assist the Hospital in making a referral to its designated organ procurement organization before a potential donor is removed from a ventilator and while the potential organs are still viable. The Hospital policy "Organ/Tissue Donation Procurement" should be followed.

4.8 AUTOPSY

It is the responsibility of the attending physician to attempt to secure consent for an autopsy in all cases of unusual deaths, and in cases of medico-legal or educational interest. All practitioners shall comply with the Hospital's "Autopsy" policy.

4.9 ADVANCED PRACTICE REGISTERED NURSES

An advanced practice registered nurse may independently perform and complete only those acts of clinical practice that have been authorized within the APRN's delineation of privileges, are authorized pursuant to NRS 632.237 and NAC 632.255, and that are within his or her authorized scope of practice.

4.10 SUPERVISION OF/COLLABORATION WITH ADVANCED PRACTICE PROFESSIONALS

4.10.1 **Definition of Advanced Practice Professionals**

Advanced Practice Professionals are defined as those non-physician health care professionals having a license or other authorized credentialing, in accordance with applicable state and federal laws and regulations, to perform designated health care services within his or her scope of practice. The qualification and prerogatives of Advanced Practice Professionals are defined in the Medical and Dental Staff Bylaws. With the exception of Advanced Practice Registered Nurses, Advanced Practice Professionals are not otherwise eligible for UMC Medical Staff membership.

The following categories of practitioners are recognized by the UMC Medical and Dental Staff as Advanced Practice Professionals (APPs):

a. Advanced Practice Registered Nurses (nurse midwives, nurse practitioners, and clinical nurse specialists) maintaining an independent license to perform those acts of clinical practice authorized pursuant to NRS 632.237, NAC 632.255, and that are within his or her authorized scope of practice,

b. Physician Assistants- Certified (PA-Cs) subject to hospital or regulatory physician supervision requirements;

c. Certified Registered Nurse Anesthetists (CRNAs) subject to hospital or regulatory physician supervision requirements;

d. Clinical psychologists;

e. Allied health professionals (such as RNFAs or scrub techs providing a surgical level of care); or

f. Other practitioners having been deemed appropriate by the MEC and Board.

With the exception of Advanced Practice Registered Nurses, Advanced Practice Professionals are not otherwise eligible for UMC Medical Staff membership.

4.10.2 **Definition of Allied Health Professionals**

Allied Health Professionals are those healthcare professionals (including scrub techs and Registered Nurse First Assistants (RNFAs)) who provide a surgical level of care are privileged to work solely under the direct supervision of the physician.

4.10.3 **Guidelines for Supervising or Collaborating with Advanced Practice Professionals**

a. The physician(s) is (are) responsible for managing the health care of patients in all settings.

b. Health care services delivered by physicians and by Advanced Practice Professionals, whether independently or under their supervision/collaboration, must be within the scope of each practitioner's authorized practice, as defined by state law.

c. The physician(s) is(are) ultimately responsible for coordinating and managing the care of patients and, with the appropriate input of the Advanced Practice Professional, ensuring the quality of health care provided to patients.

d. When the Advanced Practice Professional is subject to hospital or regulatory physician supervision requirements in the delivery of care, the role of the Advanced Practice Professional shall be defined through a mutually agreed upon Supervision/Collaboration Agreement that is developed by the physician and the Advanced Practice Professional and Department Delineation of Privileges.

e. The physician(s) must be available for consultation with the Advanced Practice Professional at all times, either in person or through telecommunication systems or other means. A physician must be able to present to the hospital within thirty (30) minutes when needed by the Advanced Practice Professional.

f. Patients should be made clearly aware at all times whether they are being cared for by a physician or an Advanced Practice Professional.

g. The physician(s) and Advanced Practice Professional together should review all delegated patient services on a regular basis, as well as the mutually agreed upon the Supervision/Collaboration Agreement.

h. Each Advanced Practice Professional subject to hospital or regulatory supervision requirements must document the identity of their supervising/ collaborating physician and one or more alternate supervising/collaborating physician(s) who practices medicine in the same specialty as the supervising assistant.

4.10.4 **Collaborative Practice Agreements**

Each Advanced Practice Professional subject to hospital or regulatory supervision requirements must have on file in the Medical Staff Services Office written Supervision/Collaboration Agreement. This document must be signed by the Advanced Practice Professional and the supervising/collaborating physician. An APP may not provide a medical service that exceeds the clinical privileges granted to the supervising/collaborating physician.

The Supervision/Collaboration Agreement, if applicable, must include:

a. the name, license number and addresses of all supervising/collaborating physicians;

b. the name and practice address of the Advanced Practice Professional; and

c. the date the guidelines of the Supervision/Collaboration Agreement were developed and dates they were reviewed and amended.

4.10.5 **Supervising/Collaborating Physician**

An Advanced Practice Professional may not provide services to patients if the supervising/collaborating physician is more than thirty (30) minutes travel time from the Hospital. A physician may not supervise/collaborate with more Advanced Practice Professionals than allowed by State law. It is noted that Physician Assistants require in person supervision for the first thirty (30) days of the supervisory agreement with an osteopathic physician.

A Medical Staff appointee who fails to fulfill the responsibilities defined in this section and/or in a sponsorship agreement for the supervision of or collaboration with an Advanced Practice Professional or other dependent health care professional shall be subject to appropriate corrective action as provided in the Medical and Dental Staff Bylaws.

4.10.6 **Medical Record Documentation**

Advanced Practice Professionals shall complete medical record documentation in accordance with applicable laws, regulations, and hospital policies All documentation requiring Physician co-signature will be signed within 1 or 2 calendar days in accordance with the EHR Policy.

Advanced Practice Registered Nurses (APRN's) maintaining an independent license may complete medical record documentation without the need for physician co-signature as authorized by their clinical scope of practice, including, the entry of notes, orders, and consultations.

4.11 INFECTION CONTROL

All practitioners are responsible for complying with Infection Prevention policies and procedures in the performance of their duties.

4.12 EVIDENCE-BASED ORDER SETS

Evidence-based order sets provide a means to improve quality, and enhance the appropriate utilization and value of health care services. Evidence-based order sets assist practitioners and patients in making clinical decisions on prevention, diagnosis, treatment, and management of selected conditions. The Medical Executive Committee may adopt evidenced-based order sets upon the recommendation of multidisciplinary groups composed of Medical Staff leaders, senior administrative personnel, and those health care practitioners who are expected to implement the guidelines.

4.13 TREATMENT OF FAMILY MEMBERS

Members of the Medical and Dental Staff may not serve as the Attending or Consulting Practitioner for any member of their own family. Medical and Dental Staff members may not schedule or perform operations or procedures on members of their own families in the operating room, procedure rooms, or laboratories except in emergencies when no other qualified member of the Medical Staff is available.

4.14 MEDICAL RECORDS OF SELF AND FAMILY MEMBERS

Practitioners shall only view their own medical records through the normal medical records release process available to patients.

Practitioners cannot view family members records without either 1) receiving permission to do so via the medical records consent process, with the consent authorization being documented in the medical record, or 2) being the treating practitioner for the family member.

4.15 ABORTIONS

Abortions may only be allowed in the Hospital when it is necessary, in appropriate medical judgment, for the preservation of the life or health of the mother.

Section 5. Patient Rights

5.1 PATIENT RIGHTS

All practitioners shall respect patient rights in accordance with applicable state and federal law and regulation and as delineated in Hospital policy on "Patient Rights and Responsibilities."

5.2 INFORMED CONSENT

The patient's right of self-decision can be effectively exercised only if the patient possesses enough information to enable an intelligent choice. The patient should make his or her own determination regarding medical treatment. The practitioner's obligation is to present the medical facts accurately to the patient, or the patient's surrogate decision-maker, and to make recommendations for management in accordance with good medical practice. The practitioner has an ethical obligation to help the patient make choices from among the therapeutic alternatives consistent with good medical practice. Informed consent is a process of communication between a patient and the practitioner that results in the patient's authorization or agreement to undergo a specific medical intervention. Practitioners must obtain informed consent in accordance with applicable Hospital policies.

5.3 WITHDRAWING AND WITHHOLDING LIFE SUSTAINING TREATMENT

Hospital policies on "Withdrawing and Withholding Life Sustaining Medical Treatment" delineate the responsibilities, procedure, and documentation that must occur when withdrawing or withholding life-sustaining treatment.

5.4 DO-NOT-RESUSCITATE ORDERS

The Hospital policy on "Categorization of Patients" delineates the responsibilities, procedure, and documentation that must occur when initiating or cancelling a Do Not Resuscitate order.

5.5 DISCLOSURE OF UNANTICIPATED OUTCOMES

The Hospital policy on "Serious Reportable Events (SRE)/Sentinel Events" delineates the responsibilities, procedure, and documentation that must occur when an unanticipated outcome does occur.

5.6 RESTRAINTS AND SECLUSION

The Hospital policy on "Restraints, Use of" delineates the responsibilities, procedure, and documentation that must occur when ordering restraints or seclusion.

5.7 ADVANCE DIRECTIVES

The Hospital policy on "Advance Directives" delineates the responsibilities, procedure, and documentation that must occur regarding Advance Directives.

5.8 INVESTIGATIONAL STUDIES

Investigational studies and clinical trials conducted at the Hospital must be approved in advance by the Institutional Review Board. When patients are asked to participate in investigational studies, Hospital policy "Human Subject Research and IRB Procedures" should be followed.

Section 6. Surgical Care

6.1 SURGICAL PRIVILEGES

A member of the Medical Staff may perform surgical or other invasive procedures in the surgical suite or other approved locations within the Hospital as approved by the Medical Executive Committee. Surgical privileges will be delineated for all practitioners performing surgery in accordance with the competencies of each practitioner. The Medical Staff Services Office will maintain a roster of practitioners specifying the surgical privileges held by each practitioner.

6.2 SURGICAL POLICIES AND PROCEDURES

All practitioners shall comply with the Hospital's surgical policies and procedures. These policies and procedures will cover the following: The procedure for scheduling surgical and invasive procedures (including priority, loss of priority, change of schedule, and information necessary to make reservations); emergency procedures; requirements prior to anesthesia and operation; outpatient procedures; care and transport of patients; use of operating rooms; contaminated areas; conductivity and environmental control; and radiation safety procedures.

6.3 ANESTHESIA

Moderate or deep sedation and anesthesia may only be provided by qualified practitioners who have been granted clinical privileges to perform these services. The anesthesiologist/anesthetist or physician privileged to perform deep sedation will maintain a complete anesthesia record (to include evidence of pre-anesthetic evaluation and post-anesthetic follow-up) of the patient's condition for each patient receiving deep sedation and anesthesia. Moderate and deep sedation shall be administered following the Hospital sedation policy and any applicable law.

The practitioner responsible for the ordering the administration of moderate sedation will document a pre-sedation evaluation and post-sedation follow-up examination.

6.4 TISSUE SPECIMENS

Specimens removed during the operation will be sent to the Hospital pathologist who will make such examination as may be considered necessary to obtain a tissue diagnosis. Certain specimens, as defined in the Hospital's pathology policy, are exempt from pathology examination. The pathologist's report will be made a part of the patient's medical record.

6.5 VERIFICATION OF CORRECT PATIENT, SITE, AND PROCEDURE

The physician/surgeon has the primary responsibility for verification of the patient, surgical site, and procedure to be performed. Patients requiring a procedure or surgical intervention will be identified by an ID with the patient's name and a second identifier as chosen by the hospital. The Hospital policy on "Universal Protocol for Surgical and Nonsurgical Invasive Procedures" shall be followed.

Section 7. Rules of Conduct

7.1 DISRUPTIVE BEHAVIOR

Members of the Medical Staff are expected to conduct themselves in a professional and cooperative manner in the Hospital. Disruptive behavior is behavior that is disruptive to the operations of the Hospital or could compromise the quality of patient care, either directly or by disrupting the ability of other professionals to provide quality patient care. Disruptive behavior includes, but is not limited to, behavior that interferes with the provision of quality patient care; intimidates professional staff; creates an environment of fear or distrust; or degrades teamwork, communication, or morale. The Hospital policy on "Medical Staff Professional Conduct" shall be followed.

7.2 REPORTING IMPAIRED PRACTITIONERS

Reports and self-referrals concerning possible impairment or disability due to physical, mental, emotional, or personality disorders, deterioration through the aging process, loss of motor skill, or excessive use or abuse of drugs or alcohol shall follow the guidelines outlined in the Hospital policy "Physician and APP Health and Wellness Policy".

7.3 HEALTH DOCUMENTATION

All privileged practitioners shall follow the Hospital policies on "Tuberculin (TB) Testing for Medical & Dental Staff and Advanced Practice Professionals (APPs)" and ~~"Influenza v~~V~~accination~~s~~"~~.

Section 8. Department-Specific Rules and Regulations

8.1 DEPARTMENT-SPECIFIC RULES AND REGULATIONS

Subject to the approval of the Medical Executive Committee, Hospital Departments (Ambulatory Care, Anesthesiology, Emergency Medicine, Family Medicine, Hand Surgery, Medicine, Neurosurgery, Obstetrics & Gynecology, Orthopedic Surgery, Pathology, Pediatrics, Radiology, Surgery, and Trauma) may implement department-specific Rules and Regulations for the conduct of its affairs and the discharge of its responsibilities. Department-specific rules may supplement, but shall not conflict with the Medical and Dental Staff Bylaws, Medical and Dental Staff Rules and Regulations, or Hospital Policies and Procedures. To the extent department-specific rules regulations conflict with a provision of the Medical and Dental Staff Bylaws, Rules and Regulations, or Hospital policies and procedures, the departmental rule, regulation, policy, or procedure shall be deemed void.

All Department-specific rules, regulations, policies, or procedures must be adopted via the procedures mandated by the Medical Executive Committee and shall only become effective upon the approval of the Medical Executive Committee. Amendments, changes, or additions to the department-specific Rules and Regulations may be proposed by a motion of any Active member of the Department at a Department meeting. If approved by the Department, the amendments, changes, or additions shall become effective upon approval by the Medical Executive Committee.

8.1.1 Trauma Department Specific Rules & Regulations - Available in the Trauma Department

MEDICAL AND DENTAL STAFF RULES AND REGULATIONS

Part II. Organization and Functions Manual

PART II: ORGANIZATION AND FUNCTIONS MANUAL

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Section 1. Organization and Functions of the Staff

1.1 ORGANIZATION OF THE MEDICAL STAFF

The Medical Staff shall be organized as a departmentalized staff including the following Departments and Subspecialties:

1.1.1 **Department of Ambulatory Care**

1.1.2 **Department of Anesthesiology**

1.1.3 **Department of Emergency Medicine**

- a. Pediatric Emergency Medicine
- b. Adult Emergency Medicine

1.1.4 **Department of Family Medicine**

1.1.5 **Department of Medicine**

- a. Allergy/Immunology
- b. Cardiology
- c. Dermatology
- d. Endocrinology/Metabolic Diseases
- e. Gastroenterology
- f. Hematology/Oncology
- g. Infectious Disease
- h. Internal Medicine
- i. Nephrology
- j. Neurology
- k. Psychiatry
- l. Pulmonary Medicine/Respiratory Care
- m. Physical Medicine/Rehabilitation
- n. Rheumatology

1.1.6 **Department of Neurosurgery**

1.1.7 **Department of Obstetrics & Gynecology**

1.1.8 **Department of Orthopaedic Surgery**

- a. Hand Surgery
- b. Orthopedics
- c. Podiatry

1.1.9 **Department of Pathology**

1.1.10 **Department of Pediatrics**

a. Neonatology

b. Pediatric Critical Care

1.1.11 **Department of Radiology**

a. Nuclear Medicine

1.1.12 **Department of Surgery**

a. Bariatrics

b. Cardiovascular/Thoracic Surgery

c. General Surgery

d. Ophthalmology

e. Oral/Maxillofacial Surgery

f. Otorhinolaryngology

g. Pediatric Surgery

h. Plastic Surgery

i. Urology

1.1.13 **Department of Trauma**

a. Anesthesiology

b. Burn Surgery

c. Emergency Medicine

d. General Surgery

e. Neurosurgery

f. Orthopaedics

g. Pediatric Surgery

h. Surgical Critical Care

A Department Chief shall head each Department with overall responsibility for the supervision and satisfactory discharge of assigned functions under the MEC.

1.2 RESPONSIBILITIES FOR MEDICAL STAFF FUNCTIONS

The organized Medical Staff is actively involved in the measurement, assessment, and improvement of the functions outlined in Section 1.3 with the ultimate responsibility lying with the MEC. The MEC may create committees to perform certain prescribed functions. The Medical Staff officers, Department Chiefs, hospital and Medical Staff committee chairs, are responsible for working collaboratively to accomplish required Medical Staff functions. This process may include periodic reports as appropriate to the appropriate Department or committee and elevating issues of concern to the MEC as needed to ensure adherence to regulatory and accreditation compliance and appropriate standards of medical care.

1.3 DESCRIPTION OF MEDICAL STAFF FUNCTIONS

The Medical Staff, acting as a whole or through committee, participates in or has oversight over the following activities:

1.3.1 Governance, Direction, Coordination, and Action

a. Receive, coordinate, and act upon, as necessary, the reports and recommendations from Departments, committees, other groups, and officers concerning the functions assigned to them and the discharge of their delegated administrative responsibilities;

b. Account to the Board and to the staff with written recommendations for the overall quality and efficiency of patient care at the hospital;

c. Take reasonable steps to maintain professional and ethical conduct and initiate investigations, and pursue corrective action of practitioners with privileges when warranted;

d. Make recommendations on medical, administrative, and hospital clinical and operational matters;

e. Inform the Medical Staff of the accreditation and state licensure status of the hospital;

f. Act on all matters of Medical Staff business, and fulfill any state and federal reporting requirements;

g. Oversee, develop, and plan continuing medical education (CME) plans, programs, and activities that are designed to keep the staff informed of significant new developments and new skills in medicine that are related to the findings of performance improvement activities;

h. Provide education on current ethical issues, recommend ethics policies and procedures, develop criteria and guidelines for the consideration of cases having ethical implications, and arrange for consultation with concerned physicians when ethical conflicts occur in order to facilitate and provide a process for conflict resolution;

i. Provide oversight concerning the quality of care provided by residents, interns, students, and ensure that the same act within approved guidelines established by the Medical Staff and governing body; and

j. Ensure effective, timely, and adequate comprehensive communication between the members of the Medical Staff and Medical Staff leaders as well as between Medical Staff leaders and hospital administration and the board.

1.3.2 Medical Care Evaluation/Performance Improvement/Patient Safety Activities

a. Perform ongoing professional practice evaluations (OPPE) and focused professional practice evaluations (FPPE) when requesting initial or additional privileges, on a request from the Department or Chief of Staff, or concerns arise from OPPE based on the general competencies defined by the Medical Staff;

b. Set expectations and define both individual and aggregate measures to assess current clinical competency, provide feedback to practitioners and develop plans for improving the quality of clinical care provided;

c. Actively be involved in the measurement, assessment, and improvement of activities of practitioner performance that may include, but are not limited to the following:

i. Medical assessment and treatment of patients

ii. Use of medications

iii. Use of blood and blood components

iv. Operative and other procedures

v. Education of patients and families

vi. Accurate, timely, and legible completion of patients' medical records to include the quality of medical histories and physical examinations

vii. Appropriateness of clinical practice patterns

viii. Significant departures from established pattern of clinical performance

ix. Use of developed criteria for autopsies

x. Sentinel event data

xi. Patient safety data

xii. Coordination of care, treatment, and services with other practitioners and hospital personnel, as relevant to the care, treatment, and services of an individual patient

xiii. Findings of the assessment process relevant to individual performance; and

d. Communicate findings, conclusions, recommendations, and actions to improve the performance of practitioners to Medical Staff leaders and the Board, and define in writing the responsibility for acting on recommendations for practitioner improvement.

1.3.3 **Hospital Performance Improvement and Patient Safety Programs**

a. Understand the Medical Staff's and administration's approach to and methods of performance improvement;

b. Assist the hospital to ensure that important processes and activities to improve performance and patient safety are measured, assessed, and spread systematically across all disciplines throughout the hospital;

c. Participate as requested in identifying and managing sentinel events and events that warrant intensive analysis; and

d. Participate as requested in the hospital's patient safety program including measuring, analyzing, and managing variation in the processes that affect patient care to help reduce medical/healthcare errors.

1.3.4 **Credentials Review.** See Part III: Credentials Procedures Manual

1.3.5 **Information Management**

a. Review and evaluate medical records to determine that they:

i. Properly describe the condition and progress of the patient, the quality of medical histories and physical examinations, the therapy, and the tests provided along with the results thereof, and the identification of responsibility for all actions taken; and

ii. Are sufficiently complete at all times so as to facilitate continuity of care and communication between all those providing patient care services in the hospital.

b. Develop, review, enforce, and maintain surveillance over enforcement of Medical Staff and hospital policies and rules relating to medical records including completion, preparation, forms, and format and recommend methods of enforcement thereof and changes therein; and

c. Provide liaison with hospital administration, nursing service, and medical records professionals in the utilization of the hospital on matters relating to medical records practices and information management planning.

1.3.6 **Emergency Preparedness**

a. Assist the hospital administration in developing, periodically reviewing, and implementing an emergency preparedness program that addresses disasters both external and internal to the hospital.

b. Assist in developing and periodically reviewing, in cooperation with Hospital Administration, a written plan for the care, reception and mass evacuation of the hospital, that adequately relates to other available resources in the community and coordinates the hospital's role with other agencies in the event of disasters in the hospital or nearby communities, and that is rehearsed by all personnel involved.

1.3.7 **Strategic Planning**

a. Participate in evaluating existing programs, services, and facilities of the hospital and Medical Staff; and recommend continuation, expansion, abridgment, or termination of each;

b. Participate in evaluating the financial, personnel, and other resource needs for beginning a new program or service, for constructing new facilities, or for acquiring new or replacement capital equipment; and assess the relative priorities or services and needs and allocation of present and future resources; and

c. Communicate strategic, operational, capital, human resources, information management, and corporate compliance plans to Medical Staff members.

1.3.8 **Bylaws Review**

a. Conduct periodic review of the Medical and Dental Staff Bylaws, Rules and Regulations, and policies; and

b. Submit written recommendations to the MEC and to the Board for amendments to the Medical and Dental Staff Bylaws, Rules and Regulations, and policies.

1.3.9 **Nominating**

a. Identify nominees for election to the officer positions and to other elected positions in the Medical Staff organizational structure; and

b. In identifying nominees, consult with members of the staff, the MEC, and administration concerning the qualifications and acceptability of prospective nominees.

1.3.10 **Infection Control Oversight**

a. The Medical Staff oversees the development and coordination of the hospital-wide program for surveillance, prevention, implementation, and control of infection;

b. Develop and approve policies describing the type and scope of surveillance activities including:

i. Review of cumulative microbiology recurrence and sensitivity reports; Determination of definitions and criteria for healthcare acquired infections;

ii. Review of prevalence and incidence studies, as appropriate; and

iii. Collection of additional data as needed.

c. Approve infection prevention and control actions based on evaluation of surveillance reports and other information;

d. Evaluate, develop, and revise a surveillance plan for all sampling of personnel and environments annually;

e. Develop procedures and systems for identifying, reporting, and analyzing the incidence and causes of infections;

f. Institute any surveillance, prevention, and control measures or studies when there is reason to believe any patient or personnel may be at risk;

g. Report healthcare acquired infection findings to the attending physician and appropriate clinical or administrative leader; and

h. Review all policies and procedures on infection prevention, surveillance, and control at least biannually.

1.3.11 **Pharmacy and Therapeutics Functions**

a. Maintain a formulary of drugs approved for use by the hospital;

b. Create treatment guidelines and protocols in cooperation with medical and nursing staff including review of clinical and prophylactic use of antibiotics;

c. Monitor and evaluate the efforts to minimize drug misadventures (adverse drug reactions, medication errors, drug/drug interactions, drug/food interactions, pharmacist interventions);

d. Perform drug usage evaluation studies on selected topics;

e. Perform medication usage evaluation studies as required by The Joint Commission;

f. Perform practitioner analysis related to medication use;

g. Approve policies and procedures related to The Joint Commission Patient Care Standards: to include the review of nutrition policies and practices, including guidelines/protocols on the use of special diets and total parenteral nutrition; pain management; procurement; storage; distribution; use; safety procedures; and other matters relating to medication use within the hospital;

h. Develop and measure indicators for the following elements of the patient treatment functions:

   i. Prescribing/ordering of medications;

   ii. Preparing and dispensing of medications;

   iii. Administrating medications; and

   iv. Monitoring of the effects of medication.

i. Analyze and profile data regarding the measurement of patient treatment functions by service and practitioner, where appropriate;

j. Provide routine summaries of the above analyses and recommend process improvement when opportunities are identified;

k. Serve as an advisory group to the hospital and Medical Staff pertaining to the choice of available medications; and

l. Establish standards concerning the use and control of investigational medication and of research in the use of recognized medication.

1.3.12 **Practitioner Wellness**

a. Evaluate the credibility of a complaint, allegation, or concern and establish a program for identifying and contacting practitioners who have become professionally impaired, in varying degrees, because of drug dependence (including alcoholism) or because of mental, physical, or aging problems. Refer the practitioner to appropriate professional internal or external resources for evaluation, diagnosis, and treatment;

b. Evaluate the credibility of a complaint, allegation, or concern and establish a program for managing instances of inappropriate professional conduct, disruptive behavior, and harassment.

c. Establish programs for educating practitioners and staff to prevent substance dependence and recognize impairment;

d. Notify the impaired practitioner's Department Chief and the MEC whenever the impaired practitioner's actions could endanger patients. The existence of the Professional Review Committee does not alter the primary responsibility of the Department Chief for clinical performance within that Chief's Department;

e. Create opportunities for referral (including self-referral) while maintaining confidentiality to the greatest extent possible; and

f. Report to the MEC all practitioners providing unsafe treatment so that the practitioner can be monitored until his/her rehabilitation is complete and periodically thereafter. The hospital shall not reinstate a practitioner until it is established that the practitioner has successfully completed a rehabilitation program in which the hospital has confidence.

1.3.13 **Utilization Management**

a. Study recommendations from Medical Staff members, quality assessment coordinators and others to identify problems in utilization and the review program;

b. Monitor the effectiveness of the review program and perform retrospective review in cases identified through the utilization management process;

c. Forward all unjustified cases in any review category to the appropriate Department or committee for review and action;

d. Review case-mix financial data and any other internal/external statistical data;

e. Upon review of any data, conduct further studies, perform education or refer the data to the Medical Staff peer review committee for their review and action;

Section 2. Medical Staff Committees

2.1 MEDICAL STAFF COMMITTEES

2.1.1 **General**.

The following shall be the standing committees of the Medical Staff: Medical Executive Committee, Credentials Committee, Professional Improvement Committee, Bylaws Committee, Professional Review Committee, and Nominating Committee. A committee shall meet as often as necessary to fulfill its responsibilities. Standing committees of the Medical Staff shall maintain a permanent record of its proceedings and actions and shall report its findings and recommendations ultimately to the MEC. The Chief of Staff may appoint additional ad hoc committees for specific purposes. Ad hoc committees will cease to meet when they have accomplished their appointed purpose or on a date set by the Chief of Staff when establishing the committee. The Chief of Staff and the CEO, or their designees, are ex officio members of all standing and ad hoc committees.

Committee members may be removed from the committee by the Chief of Staff or by action of the MEC for failure to remain a member of the Medical Staff in good standing or for failure to adequately participate in the activities of the committee. Any vacancy in any committee shall be filled for the remaining portion of the term in the same manner in which the original appointment was made.

Medical staff members may be appointed to hospital committees. Actions taken by hospital committees that affect the practice of practitioners with privileges must have those actions approved by the MEC prior to going into effect.

2.1.2 **Medical Executive Committee**. See UMC Bylaws, Part I: Governance, Section 6.2.

2.1.3 **Credentials Committee**. See UMC Bylaws, Part III: Credentials Procedures Manual, Section 1.

2.1.4 **Professional Improvement Committee**

a. **Composition:** The Professional Improvement Committee shall consist of at least fourteen (14) voting members with each Medical Staff Department having one representative as set forth in the Professional Improvement Committee Charter. Current Department Chiefs are ineligible to simultaneously serve as voting PIC members. The Professional Improvement Committee shall include a Professional Improvement Committee Chair who shall be appointed by the Chief of Staff. The CEO (or designee), Chief of Staff (or designee), and the Hospital Quality Director/Support Staff are ex-officio members of the Professional Improvement Committee without a vote.

b. **Responsibilities:** The committee shall be responsible for those functions described in section 1.3.2.

2.1.5 **Bylaws Committee**

a. **Composition:** The Bylaws Committee shall consist of five (5) members. These will be chosen from the Active Medical and Dental Staff membership, with no more than one (1) member from any department, inclusive of key hospital leadership personnel.

b. **Responsibilities:** The Bylaws Committee shall meet at least quarterly and as often as necessary to review and to make recommendations concerning the Bylaws to the Medical Executive Committee and the General Staff. The committee shall be responsible for those functions described in section 1.3.8 above

2.1.6 **Professional Review Committee**

a. **Composition:** The Professional Review Committee shall consist of the Chief of Staff (or Designee), PRC Chair or ~~,~~ PRC Vice-Chair, Department Chief or Vice Chief of the relevant Medical Staff Department and ~~at least~~up to three (3) additional members of the Active Medical Staff. The PRC Chair and Vice-Chair shall be appointed by the Chief of Staff for a two-year term.

b. **Responsibilities:** This committee shall be responsible for those functions described in section 1.3.12 above and issues involving professional conduct.

2.1.7 **Nominating Committee**

a. **Composition:** The Nominating Committee shall be a special committee and shall consist of five (5) members of the Active Staff appointed by the Chief of Staff. The Committee will meet in October of the election year and forward its recommendations for candidates for office to the Active Staff. ~~in sufficient time to be acted upon at the December regular meeting of the General Staff.~~

b. **Responsibilities:** The committee shall:

i. Develop criteria for leadership positions to include tenure, leadership training, previous experience in leadership positions and character; and

ii. Provide an annual slate of nominees for the elected Medical Staff positions;

2.2 HOSPITAL COMMITTEES

2.2.1 General

In addition to the Medical Staff Committees enumerated in Section 2.1, the following Hospital committees involve certain responsibilities of the Medical Staff : Burn Care Ad Hoc Committee, Cancer Committee, Center for Quality & Patient Safety Committee, Critical Care Committee, Education Committee, Ethics Committee, Health Record Informatics Committee, Joint Conference Committee, Infection Control Committee, Institutional Review Board, P&T Committee, Point of Care Testing, Stroke Committee, Transfusion Care Committee, and Utilization Management Committee.

2.2.2 Burn Care Ad Hoc Committee

a. **Composition:** The Burn Care Ad Hoc Committee shall consist of all Physicians or Dentists on the Burn Care call panel, unit manager, charge nurse, and representatives from Occupational Therapy, Dietary, Social Services, Pharmacy, and other hospital services as required.

b. **Responsibilities:** The purpose of the Burn Care Ad Hoc Committee is to assure access to a high level of care for all burn patient admitted to the hospital or outpatient clinic. Assurance of that care shall include education of patients and staff, maintenance of a burn care product formulary, coordination of multidisciplinary services, and audit of care.

2.2.3 **Cancer Committee**

a. **Composition:** The Cancer Committee shall consist of those physicians required by the Commission on Cancer who are ~~nine (9)~~ members of the Medical and Dental Staff. ~~to include qualified representatives of medical specialties closely involved in the care of the cancer patients~~ They will be appointed by the Chair or Cancer Liaison Physician according to the requirements of the Commission on Cancer~~..: Oncology, Pathology, Surgery, Radiology, Radiotherapy, Gynecology, Family Medicine, Pediatrics, and Internal Medicine~~. The Chair of the Cancer Committee shall be appointed by the Chief of Staff. Other ex-officio members without vote shall include a representative from Administration, Nursing, Social Service/hospice, Performance Improvement, Cancer Registry, and Rehabilitation. When necessary, committee composition may be adjusted as appropriate to maintain certification by the American College of Surgeons Commission on Cancer as a ~~Community~~ Hospital Cancer Program.

b. **Responsibilities:** The purpose of the Cancer Committee is to assure access to a high level of care for all cancer patients admitted to the hospital or outpatient clinic. Assurance of that care shall include education of patients and staff, clinical conferences, audit of care and maintenance, and review of a database. It shall also provide for a ~~weekly~~ Clinical Tumor Board for case evaluation and review. The committee provides program leadership with duties as described in the Standards of the Commission on Cancer.

2.2.4 **Education Committee**

a. **Composition:** The Education Committee shall consist of seven (7) or more members of the Medical & Dental Staff. The members of the Medical Education Committee should be keenly interested in education and represent the major specialties and services. The members shall be appointed by the Chief of Staff, in consultation with the CEO, with approval of the Medical Executive Committee. The Administrative Director of Medical Education shall be a member, ex-officio, of the Education Committee, without vote. Voting members of the Education Committee shall serve a term of ~~three (3)~~two (2) calendar years. Voting members will be replaced as needed by the Chief of Staff, in consultation with the CEO. One or more of the members will serve on The Center for Quality & Patient Safety Committee. The Chair of the Education Committee shall be appointed by the CEO, in consultation with the Chief of Staff.

b. **Responsibilities:** The Education Committee shall be concerned with the planning and recommendation of all aspects of the Continuing Medical Education programs at University Medical Center. The Administrative Director of Medical Education, in collegial consultation with the Education Committee, is responsible for the coordination and execution of said programs. The Education Committee will ensure that all Physician or Dentist programs presented at University Medical Center adhere to the accreditation guidelines as set forth by the Nevada State Medical Association as established by the Accreditation Council for Continuing Medical Education of the American Medical Association, as well as meet program goals and objectives. The Education Committee shall plan and develop educational programs based on audit studies, Medical & Dental Staff survey of perceived educational needs, new advances in knowledge, new techniques and equipment, hospital statistics, recommendation of departmental chairs and needs apparent from Committee reports.

2.2.5 **Ethics Committee**

a. **Composition:** The Ethics Committee will be appointed by the Chief of Staff, in consultation with the CEO, to serve a two (2) year term ~~on a semi-annual basis~~ consisting of the following voting Members: Six (6) members of the active staff, one (1) member of the resident staff from each program, two (2) lay representatives from the community, one (1) from clergy, and two (2) members of the Nursing staff. The Committee will ~~meet not less than semi-annually, and may meet~~ meet on an ad hoc basis to address specific situations concerning ethical matters and questions regarding patients' rights.

b. **Responsibilities:** Ethical questions and concerns which arise in the hospital may be brought before this Committee by any member of the Medical & Dental Staff, Nursing staff, Advanced Practice Professional staff of this hospital, a patient or family member of the patient, a person having durable power of attorney for the patient, or other committees of the Medical and Nursing staffs of the hospital. The Committee can be contacted through the Medical Staff Office during regular business hours or through the On Duty Administrator during non-business hours. The Committee shall have the final determination as to the appropriateness of the request. Requests accepted by the Committee will be finalized with a written consultation that is included in the patient's chart. Copies of this consultation are available for the patient's Physician or Dentist and the Medical Executive Committee.

2.2.6 **Health Record Informatics Committee**

a. **Composition**: Health Records Informatics Committee meets regularly at the discretion of the Department Chief, to discuss issues related to health record documentation and the electronic medical record. Membership of the committee involves major medical staff department representatives as well as Nursing, HIM, admitting and selected ancillaries departments as needed.

b. **Responsibilities:** This committee serves as the first stop for documentation issues, and for the monitoring of the suspension activity for incomplete/deficient medical record documentation. Subcommittees that report to the HRIC include the Legal Medical Record Committee, and the Forms Committee.

2.2.7 **Infection Control Committee**

a. **Composition:** The Infection Control Committee shall include attendance by representatives from the Medical & Dental Staff, Administration, Nurse Epidemiologist, Employee Health Nurse, Director of Cardiology, Clinical Manager of MICU/SICU/NSCU and Director of Maternal Child Health with attendance, as needed by Director of Human Resources, Director of Environmental Services, Microbiology, Sterile Processing, Director of Food and Nutritional Services, Director of Plant Operations, Director of Pharmaceutical Services, Operating Room Coordinator, Chief Respiratory Therapist, and the Clark County Health District will be requested.

b. **Responsibilities:** The purpose of the Infection Control Committee is to develop recommendations to insure there shall be an effective Infection Control Program within the hospital. The Committee is delegated by the Medical and Dental Staff to conduct continuous, ongoing review of antibiotic and drug monitoring which is in conformance with the standard of the Joint Commission on Accreditation of Hospitals for infection control, and which meets the need of the hospital. The Committee shall meet as needed, but at least in accordance with Joint Commission, State, and other regulatory agency requirements, and is responsible to the Medical Executive Committee.

2.2.8 **Institutional Review Board**

a. **Composition:** Membership must be comprised of at least five members with varying backgrounds to promote complete and adequate review of research activities commonly conducted at University Medical Center. Membership will consist of at least one member whose primary concerns are in the scientific area and at least one member whose primary concerns are in non-scientific areas. The IRB may not consist entirely of members of one profession or gender. There will be at least one member who is not affiliated with the hospital and is not part of the immediate family of a person who is affiliated with the hospital. Physician or Dentist members of the IRB must maintain Active, Associate or Provisional-Monitorship status on the Medical and Dental Staff of University Medical Center, unless specifically exempted by the Board Chairperson.

b. **Responsibilities:** The Institutional Review Board reviews, approves, monitors and evaluates research projects and clinical investigations to be conducted and/or in progress, at the Hospital, following written procedures and criteria for reviewing and monitoring studies and observing all requirements of appropriately empowered regulatory authorities. It meets at least six times per year, and may meet monthly or at other times as deemed necessary by the Board Chairperson. Board minutes will be made available to the Joint Conference and the Medical Executive Committee.

2.2.9 **Point of Care Testing Committee**

a. **Composition:** The Point of Care Committee shall consist of members of the Medical & Dental Staff, Allied Health Professionals, and employees of UMC, selected by the Chairman, that are stakeholder representatives.

b. **Responsibilities:** The Point of Care Committee is a multidisciplinary committee established to govern all Point of Care Testing activities at UMC. The Committee is responsible to approve point of care devices and monitor regulatory compliance to ensure the highest level of care to all patients receiving services at any UMC facility. It shall meet quarterly, and is responsible to the Medical Executive Committee.

2.2.10 **Quality & Patient Safety Committee**

a. **Composition:** Quality & Patient Safety Committee consist of representatives from various departments including: Administration, Clinical Quality and Patient Safety, Nursing Quality, Infection Control, Pharmacy, HIM, Medical Staff Nursing Administration, Nursing Units, Laboratory, Clinical Engineering, Food Services, Imaging Services, Primary Care and Urgent Care, Transplant Services, Human Resources and Disease Specific Services. The CEO, in consultation with the Chief of Staff, will appoint a Physician Representative and Chair to the Quality and Patient Safety Committee. Other members of the medical staff may participate as deemed necessary.

b. **Responsibilities:** The Quality and Patient Safety program is responsible to monitor, evaluate and improve the quality of care provided throughout the organization in accordance with the annual Quality and Patient Safety Plan. Objectives, scope of service, responsibilities, evaluation, prioritization and performance improvement will be conducted in accordance with the annual Quality and Patient Safety Plan. The Quality and Patient Safety Committee will evaluate the effectiveness of the Quality program annually and will present its results to the Quality and Patient Safety Committee, the Medical Executive Committee and the Governing Board.

2.2.11 **Stroke Committee**

a. **Composition:** The Stroke Committee shall be multidisciplinary and chaired by the Stroke Medical Director. The Committee shall meet a minimum of every other month or more frequently as determined by the Medical Director. All participants will be eligible to vote on all issues.

b. **Responsibilities:** The Stroke Committee is responsible for the development, implementation and monitoring of the Stroke Program. Committee functions include establishing policies and procedures, reviewing process and system issues, review and analysis of process and outcome indicators. The Committee will strive to ensure that Stroke Care provided at University Medical Center meets standards of care as defined by current evidence and literature.

2.2.12 **Trauma Committee**

a. **Composition:** The trauma committee shall consist of at least five (5) members of the Medical Staff. It shall also have hospital representatives as appointed by the CEO to fulfill requirements of the American College of Surgeons to comply with the guidelines for an ACS Verified trauma center and any State of Nevada Trauma Center designation guidelines.

b. **Responsibilities:** The committee develops policies and procedures for the trauma service, oversees the on-call schedule, develops trauma-related educational programs based on the results of its evaluation of trauma care and programs on trauma prevention for the community, evaluates human and equipment resources and makes recommendations for capital expenditures, reviews the trauma registry, and reviews, evaluates, and discusses the quality of care in cases of adverse outcomes (complications and deaths) particularly focusing on those deaths statistically expected to survive, which were identified using outcome norms. Reviews monthly statistics based on injury severity score and revised trauma score as they relate to outcomes and provides a trend analysis of complications.

2.2.13 **Utilization Management Committee**

a. **Composition:** The UMC Utilization Management Committee shall consist of two or more practitioners that carry out the utilization review function. At least two of these members of the committee must be doctors of medicine or osteopathy and one must be a staff member of the institution. The other members may be any of the other types of practitioners and can include other Leadership members.

b. **Responsibilities:** This committee shall be responsible for the functions described in section 1.3.13 above.

Section 3. Confidentiality, Immunity, Releases, and Conflict of Interest

3.1 Confidentiality of Information

To the fullest extent permitted by law, the following shall be kept confidential:

a. Information submitted, collected, or prepared by any representative of this or any other healthcare facility or organization or Medical Staff for the purposes of assessing, reviewing, evaluating, monitoring, or improving the quality and efficiency of healthcare provided;

b. Evaluations of current clinical competence and qualifications for staff appointment/affiliation and/or clinical privileges or specified services; and

c. Contributions to teaching or clinical research; and

d. Determinations that healthcare services were indicated or performed in compliance with an applicable standard of care.

This information will not be disseminated to anyone other than a representative of the hospital or to other healthcare facilities or organizations of health professionals engaged in official, authorized activities for which the information is needed. Such confidentiality shall also extend to information provided by third parties. Each practitioner expressly acknowledges that violations of confidentiality provided here are grounds for revocation of staff appointment/affiliation and/or clinical privileges or specified services.

3.2 Immunity from Liability

No representative of this healthcare organization shall be liable to a practitioner for damages or other relief for any decision, opinion, action, statement, or recommendation made within the scope of his/her duties as an official representative of the hospital or Medical Staff when done in good faith and without malice. No representative of this healthcare organization shall be liable for providing information, opinion, counsel, or services to a representative or to any healthcare facility or organization of health professionals concerning said practitioner. The immunity protections afforded in these Bylaws are in addition to those prescribed by applicable state and federal law.

3.3 Covered Activities

The confidentiality and immunity provided by this article apply to all information or disclosures performed or made in connection with this or any other healthcare facilities or organization's activities concerning, but not limited to:

a. Applications for appointment/affiliation, clinical privileges, or specified services;

b. Periodic reappraisals for renewed appointments/affiliations, clinical privileges, or specified services;

c. Corrective or disciplinary actions;

d. Hearings and appellate reviews;

e. Quality assessment and performance improvement/peer review activities;

f. Utilization review and improvement activities;

g. Claims reviews;

h. Risk management and liability prevention activities; and

i. Other hospital, committee, Department, or staff activities related to monitoring and maintaining quality and efficient patient care and appropriate professional conduct.

3.4 Releases

When requested by the Chief of Staff or designee, each practitioner shall execute general and specific releases. Failure to execute such releases shall result in an application for appointment, reappointment, or clinical privileges being deemed voluntarily withdrawn and not processed further.

3.5 Conflict of Interest

A member of the Medical Staff requested to perform a board designated Medical Staff responsibility (such as credentialing, peer review or corrective action) may have a conflict of interest if they may not be able to render an unbiased opinion. An absolute conflict of interest would result if the physician is the practitioner under review, his/her spouse, or his/her first degree relative (parent, sibling, or child). Potential conflicts of interest are either due to a provider's involvement in the patient's care not related to the issues under review or because of a relationship with the physician involved as a direct competitor, partner, or key referral source. It is the obligation of the individual physician to disclose to the affected committee the potential conflict. It is the responsibility of the committee to determine on a case-by-case basis if a potential conflict is substantial enough to prevent the individual from participating. When a potential conflict is identified, the committee chair will be informed in advance and make the determination if a substantial conflict exists. When either an absolute or substantial potential conflict is determined to exist, the individual may not participate or be present during the discussions or decisions other than to provide specific information requested.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Secondary Commitment Agreement with Cardinal Health 200, LLC**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the Secondary Commitment Agreement with Cardinal Health 200, LLC for Medical/Surgical Products; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000705000 Funded Pgm/Grant: N/A
Description: Distribution Agreement for Medical/Surgical Products
Bid/RFP/CBE: GPO - NRS 450.525 & NRS 450.530
Term: 1 year with four 1-year renewals
Amount: NTE $12,500,000
Out Clause: 60 days without cause

BACKGROUND:

This request is to approve a new Commitment Agreement with Cardinal Health 200, LLC ("Cardinal Health") which will enable UMCSN to purchase medical/surgical products hospital-wide. The total potential not-to-exceed amount allocated is $12,500,000 for a five-year term, although UMC has the option to terminate the agreement at any time upon sixty (60) days' notice.

HealthTrust Purchasing Group (HPG) is the purchasing agent for the Group Purchasing Organization (GPO) of which UMCSN is a member. Pursuant to NRS 450.525 and NRS 450.530 this purchase may be made using the HealthTrust Purchasing Contract. Attached is a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMCSN's Director of Materials Management has reviewed the Agreement and recommends approval by the Governing Board. The Agreement has been approved as to form by UMCSN's Office of General Counsel.

Cardinal Health 200 has an active Vendor License with Clark County.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their October 20, 2021 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
October 27, 2021

Agenda Item #
6

HealthTrust Purchasing Group
Medical/Surgical Products Distribution Agreement
No. HPG-868
Distributor: Cardinal Health 200, LLC
Effective Date: October 1, 2017

Secondary Commitment Agreement

☒ HPG Customer: University Medical Center of Southern Nevada ("Customer")

☐ HPG Group: _____ ("Group")

This Secondary Commitment Agreement is being entered into by Customer on behalf of each healthcare provider entity, which is listed in Attachment B attached hereto Customer, for the purchase of Products under the 10-1-2017 Master Distribution Agreement for Medical/Surgical Products by and between HealthTrust Purchasing Group, LP ("**HPG**") and Distributor ("**Master Distribution Agreement**"). Terms not otherwise defined herein shall have the same meaning given to them in the Master Distribution Agreement. Customer and Distributor agree and acknowledge that the terms of the Master Distribution Agreement are incorporated into this Commitment Agreement for all purposes. In the event of a conflict, the Master Distribution Agreement shall control unless the parties hereto specifically agree otherwise and such modification has been approved by HPG. Customer represents that it has authority to enter into this Commitment Agreement on behalf of each Customer listed in Attachment B.

1. **Purchase Commitment.** Customer hereby appoints Distributor as the secondary distributor for Medical/Surgical Products ("**Products**") for each Customer, and Distributor hereby agrees to provide distribution services for Products in accordance with the Master Distribution Agreement and the terms in this Commitment Agreement.

2. **Commencement Date.** Distributor shall commence distribution services on: November 1, 2021 (the "Commencement Date"). This Commitment Agreement shall have an initial term through October 31, 2022, and shall renew on an annual basis, not to exceed four (4) annual renewals, during the term of the Master Distribution Agreement, including for any renewal or extension of the Master Distribution Agreement, unless otherwise terminated by either party for any reason provided in the Master Distribution Agreement. Notwithstanding, if Customer is no longer a member of HPG, then this Commitment Agreement shall terminate effective sixty (60) days following the termination date of its membership in HPG, and Customer's access to the pricing, Rebates and other benefits available to Customers pursuant to the Master Distribution Agreement shall cease on such date.

3. **Budget Act and Fiscal Fund Out**. In accordance with the Nevada Revised Statutes (NRS .626), the financial obligations under this Commitment Agreement between the parties shall not exceed those monies appropriated and approved by Customer for the then-current

fiscal year under the Local Government Budget Act. Should Customer's governing body fail to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Commitment Agreement, Customer shall provide Distributor with ninety (90) days' advance written notice of same to allow the Parties to take reasonable efforts to amend this Agreement. In the event this section is invoked, this Commitment Agreement will expire on the 30th day of June of Customer's then-current fiscal year. Termination under this section shall not relieve Customer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated. or for items delivered for which Customer did not give notification of termination due to loss of appropriated funds.

4. **GPO Designation.** Customer designates HPG as its sole group purchasing organization affiliation. Customer further agrees and acknowledges that (a) Customer has delegated to HPG the authority to negotiate the Master Distribution Agreement on its behalf; (b) Distributor is authorized to forward to HPG all Rebates owing to Customer, which shall then be payable by HPG to Customer; and (c) upon receipt, HPG shall assume all responsibility for proper distribution of such payments to Customer.

5. **Chargeback Rebill/Rebate Rebill.** Provided Customer is listed on HPG's membership list provided to Distributor and has met Distributor's credit requirements, Distributor shall provide Customer with access to the pricing under the Master Distribution Agreement. In the event an HPG Vendor denies a chargeback or rebate for a Product purchased by Customer from Distributor, Distributor will work with Customer to resolve the denial. If Distributor is unable to have the denial reversed after one hundred twenty (120) days, Customer agrees to pay Distributor the amount owing to Distributor, plus any unpaid distribution margin based on any cost adjustment. Subsequently, if the Distributor reverses the HPG Vendor's denial of the chargeback or rebate, such amounts shall be paid to Customer.

6. **Resale of Products.** Except with respect to consolidated service centers that sell to HPG Customer, Customer hereby certifies that it is purchasing Products from Distributor on its own behalf and for its own use, and not for resale or distribution to third parties not a party to this Commitment Agreement or listed in Attachment B. Customer agrees and acknowledges that any violation of this Section 5 shall be deemed a material breach.

7. **Agreement Confidentiality.** Customer agrees (a) to maintain the pricing and terms of this Commitment Agreement and the Master Distribution Agreement confidential and shall not disclose such pricing and terms to third parties (excluding HealthTrust) without prior written consent of Distributor; and (b) cause each Affiliate and Facility to abide by such confidentiality obligations. Notwithstanding the foregoing, Distributor acknowledges that Customer 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 Customer receives a demand for the disclosure of any information related to this Commitment Agreement which Distributor has claimed to be

confidential and proprietary, Customer will immediately notify Distributor of such demand and Distributor shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. Distributor shall indemnify, and defend and hold harmless Customer from any third-party claims or actions, including all reasonable associated costs and attorney's fees, regarding or related to any demand for the disclosure of Distributor document(s) in Customer's custody and control in which Distributor claims to be confidential and proprietary

8. **Costs.** Should it become necessary for either party to take action to collect any sums due or enforce any provisions hereunder, the prevailing party shall be entitled to all costs and expenses of collection, up to $10,000.00, including, without limitation, reasonable attorneys' fees and court costs.

9. **Credit.** Distributor's obligation to extend credit to Customer is contingent upon Customer's initial and continued qualification under Distributor's credit policy.

10. **Ordering.** A Customer may place orders for Products with Distributor via EDI, internet e-commerce or facsimile twenty (24) hours per day. A Customer may place orders for Products by telephone to Distributor's customer service center from7:00 a.m. to 8:00 p.m. (Eastern Time), Monday through Friday (excluding the following national holidays: Christmas, New Year's Day, Thanksgiving Day, the day after Thanksgiving Day, Memorial Day, the Fourth of July, and Labor Day). Customer Service may be reached at800-964-5227.

    a. Non-Business Hour Emergencies. Orders for emergency deliveries shall be accepted by Distributor twenty-four (24) hours a day, seven (7) days a week. Each

    Customer shall be provided with the phone number, pager number and voice mail number of the Distributor representative designated for taking and handling its emergency orders.

11. **Minimum Orders**. There shall be no minimum order requirements for Products under this Agreement.

12. **Backorders and Out of Stock Products**. Distributor shall use commercially reasonable efforts to minimize backorders and out of stock Products.

13. **Delivery Times**. For Products to be delivered on the next scheduled delivery day, orders must be received by12:00 p.m. on the previous business day in the time zone of the ordering Customer. Specific delivery days and times shall be agreed upon by each Customer and the appropriate Distributor service center, based upon each Customer's needs.

14. **Remedies for Late Deliveries**. If Distributor is unable to deliver Products within the time periods specified in this Agreement and/or applicable order, Customer shall have the right to either cancel the order, in whole or part, to accept alternative delivery

dates, or to order a replacement from another source, in addition to any other rights of Customer arising under this Agreement or by law.

15. **Packaging.** Except for drop shipments from the Vendor, Distributor assumes all responsibility for proper packaging of Products for safe shipment to Customer, in accordance with both the packing and shipping regulations of the transportation service provider, and also, if applicable, the packaging, marking, labeling and shipping paper requirements of the United States Department of Transportation's Hazardous Material Regulations.

16. **Shipping.** Standard Shipping terms for regularly scheduled deliveries of Products that are Stock Items or for Products that are stocked in the local distribution center servicing the Customer shall be shipped F.O.B. Destination, freight prepaid and included in the price of the Products. Title to a Product shall pass to Customer at the time the Customer accepts delivery of the Product, which in no event shall exceed forty-eight (48) hours from the time Products are delivered to Customer. The following additional terms apply, if applicable:

    a. Any order for Products that are Non-Stock Items or Stock Items that require expedited delivery requested by a Customer shall be ground shipped (or air shipped if requested by Customer) F.O.B. Destination, freight prepaid and billed to Customer with no markup on freight cost.

    b. If a Non-Stock Item is delivered to a Customer on that Customer's regularly scheduled delivery, then no freight or shipping charges will apply.

    c. If a Non-Stock or Non-Contract item can be placed on a Customer's delivery schedule, then no additional freight charges will apply.

    d. Transportation charges and any service fees charged by a Vendor for drop shipments that are not the error of the Distributor will be included on the invoice. Drop ship charges may apply to Products shipped directly from a Third-Party Supplier.

    e. When a Customer will incur freight charges under this Section, Distributor shall ship such Products utilizing the best shipping rate available to Distributor for the Customer.

    f. Distributor agrees to include on every shipment to all Customers a packing list detailing all items included in such shipment.

    g. Distributor agrees to make available to Customers, upon their request, copies of delivery receipts signed by representatives of Customers or other documents evidencing proof of delivery on any shipment, as well as sales tracing reports, for at least one hundred twenty (120) days following date of shipment.

h. If Distributor obtains a Stock Item from an alternate Distribution center, Distributor will not charge any freight to Customer.

i. Emergency deliveries and drop shipments not the fault of Distributor will be charged $25 plus actual costs incurred and orders of capital equipment will be charged actual freight. Notwithstanding the foregoing, Distributor shall provide each Customer with a waiver of the foregoing $25 fee on five (5) emergency deliveries or drop shipments during each contract year of the Term. Title to and risk of loss of Products distributed under this Agreement shall pass from Distributor to Customer upon delivery by Distributor to the loading dock or other mutually agreed upon delivery location of Customer.

17. **Inspection**. All Distributor shipments shall be subject to inspection and approval upon receipt by Customer. Customers shall notify Distributor as soon as reasonably possible of any Products which do not comply with Customers purchase order, including quantities and delivery time; in any way fail to comply with the warranties provided under this Agreement or with applicable law; or are damaged in shipment, whether discovered at time of receipt or at a later time, may be rejected by Customers, irrespective of the date of payment. Customer may hold any Product rejected for reasons described herein pending Distributor's instructions, or Customer, at Customer's option, may return such Products to Distributor at Distributor's expense, F.O.B. Origin, freight collect.

18. **Payment Terms**. Initial payment terms and payment term options will be as set forth in the Commitment Agreements per Exhibit C of this Agreement, as applicable. Any past due invoice may be assessed interest at a 1.5% monthly (18% annual) rate, or the highest amount allowed by law, if lower; provided, however, that the aggregate amount of interest assessed against Customer on an annual basis shall not exceed $10,000.00. If a Customer chooses thirty (30) day per payment or fifteen (15) day per payment terms as set forth in Exhibit A "Distributor Markup", Distributor will have a security interest in any deposit(s) to secure payment to Distributor (or its Affiliates) of all of Customer's obligations hereunder. Each Customer will provide to Distributor any and all credit information Distributor requests not less than thirty (30) days before Customer's initial purchases under this Agreement and, after that, as Distributor may reasonably request from time to time.

If there are issues with a Customer's payment performance, material negative changes in a Customer's financial condition or other credit issues related to a Customer, Distributor shall meet with Customer to discuss the payment terms that should apply on a go-forward basis, and Distributor's remedies may include adjustment of a Customer's payment terms, placing a Customer on C.O.D. Status, and/or refusing orders from a Customer. All payments for Products provided under this Agreement must be made by electronic funds transfer or other method acceptable to Distributor, so as to provide Distributor with goods funds by the due date. Deductions for Product returns or shipping discrepancies (quantity and price) may not be taken until Distributor issues a valid credit memo to Customer. Any invoice dispute must include the

following, along with the partial payment of any undisputed portion of that invoice: 1) invoice number, 2) product code, 3) amount disputed, and 4) specific details as to the nature of the dispute.

19. **Indemnification.** Distributor agrees to indemnify and hold the Customer, its officers, directors and affiliates harmless from any damages, loss, liability or expense (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees) arising out of its performance under this Commitment Agreement, which is caused by Distributor's negligent acts or omissions, except to the extent such liabilities arise out of the fault of the Customer or any third party. To the extent expressly authorized by Nevada law, Customer agrees to indemnify and hold the Distributor, its officers, directors and affiliates harmless from any damages, loss, liability or expense (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees) arising out of its performance under this Commitment Agreement or use of Products purchased hereunder which is caused by Customer's negligent acts or omissions, except to the extent such liabilities arise out of the fault of the Distributor or any third party.

20. **Warranty of Non-exclusion.** Distributor and Customer each represent and warrant to the other that such representing party and its directors, officers, and key employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the "**Federal Healthcare Programs**") and (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal healthcare programs.

21. **Merger and Amendment.** This Commitment Agreement and the Master Distribution Agreement terminate and supersede any existing agreement involving Distributor and Customer pertaining to distribution services for Products. This Agreement shall not be modified except by written amendment, expressly stating an intent to modify the terms of this Agreement and signed by the parties hereto. Upon termination of the Master Distribution Agreement without any replacement agreement, this Commitment Agreement shall also terminate.

22. **Custom Product Inventory Purchase Upon Termination.**

a) In the event of termination of this Agreement by either Party for whatever reason, each Customer shall purchase all Custom Products; (i) on order with Distributor; (ii) in transit to such Customer; or (iii) held in inventory by Distributor at such Customer's request based upon agreed upon stocking levels;

b) In the event that Distributor terminates for Cause this Commitment Agreement, Customer shall purchase all Custom Products; (i) on order with Distributor; (ii) in

transit to such Customer; or (iii) held in inventory by Distributor specifically for such Customer to support its requirements.

c) In the event that either HealthTrust terminates this Agreement for Cause, or any Customer terminates its Commitment Agreement for Cause, the Customer(s) shall not be required to purchase any Products in Distributor's inventory or in transit to Distributor, including Custom Products.

d) Notwithstanding the foregoing, in no event shall any Customer be required to purchase any of its Custom Products in an amount that exceeds sixty (60) times the average daily purchases of such Custom Products (including Custom Products in transit to Distributor) during the three (3) month period immediately prior to the date of the notice of termination unless previously agreed upon in writing by Distributor and Customer.

23. **Discounts**. Any funds, discounts or resources provided by Distributor to a Customer hereunder may be a "discount or other reduction in price" pursuant to the Medicaid and Medicare Fraud and Abuse Act (including regulations thereto) and certain state regulations. Accordingly, each Customer shall disclose as required by law any such discount or other reduction in price it receives and reflect it appropriately in any costs or charges claimed under any state or federal program which provides cost- or charge-based reimbursement for the products and services covered by this Commitment Agreement. Distributor shall provide appropriate notices to Customers of the value of any such funds, discounts or resources.

24. **Own Use**. Customer hereby certifies that it purchases Products from Distributor for its "own use" and not for resale to independent third parties.

25. **Notices.** All notices required under this Agreement shall be in writing. Such notice shall be deemed sufficiently served or given for all purposes hereunder: (i) if personally served, upon such service, (ii) if sent commercial overnight delivery service, upon the next business day, or (iii) if mailed, three (3) business days after the time of mailing or on the date of receipt shown on the return receipt, whichever is first. Notices shall be dispatched to the following addresses or such other address as either party may specify in writing to the other party:

To Customer: Contracts Management
University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

To Distributor: Distributor
Atten: VP, Enterprise Contracting
Street: 7000 Cardinal Place
City, State ZIP: Dublin, OH 43017

To HPG:

HealthTrust Group Purchasing
Atten: Senior Vice President, Strategic Sourcing

HealthTrust Purchasing Group, L.P.

Street: 1100 Dr. Martin L. King Jr. Blvd., Suite 1100
City, State ZIP: Nashville, TN 37203

The parties to this Commitment Agreement hereby indicate their agreement to the terms herein by the signatures of their authorized representatives below.

Customer:	**Distributor:**
Signature	Signature
Facility Name	Title
Facility Address	

The following persons shall be the contact persons for Customer and Distributor.

Customer's Principal Contact Person	**Distributor Principal Contact Person**
Douglas Moser Name	Name
702-945-7750 Phone	Phone
Fax	Fax
Douglas.moser@umcsn.com Email	Email

SECONDARY COMMITMENT AGREEMENT
Medical/Surgical Products Distribution Services
Attachment A

Distributor: _____Cardinal Health_____

Base Payment Terms: Net 30

Distributor Markup on Contract Products: C+18% on NB and C+0% on CHB

Distributor Markup on Non-Contract Products: Net Priced

Distributor Markup on Jan/San Products: 18%

Standard Delivery Scheduled: TBD with Cardinal Health operations

All Distributor Markup terms listed above to be Locally Negotiated by Customer and Distributor

"Locally Negotiated" shall mean markups for a Product provided by Distributor to a Participating Member where such markups are set locally.

SECONDARY COMMITMENT AGREEMENT
Medical/Surgical Products Distribution Services
Attachment B

Distributor: Cardinal Health
Group/Facility: University Medical Center of Southern Nevada
Date: _____, 2021_____

List of Facilities Constituting Group*

Name	GPOID	Address	Contact Person
UMC	**11055846**	**1800 W. Charleston Blvd Las Vegas, NV 89102**	**Douglas Moser**

*Group" shall be defined as an entity or segment of such entity that owns or controls at least three (3) Customers. In the event a Customer consists of several distinct entities, it may be divided into more than one Group so long as no single Group consists of less than three (3) Customers. However, (a) each distinct Customer may not belong to more than one Group, with each Customer being specifically identified in the Commitment Agreement; and (b) any designated representative signing the Commitment Agreement on behalf of each member of such Group must demonstrate the necessary authority to do so to the reasonable satisfaction of Distributor.

SECONDARY COMMITMENT AGREEMENT
Medical/Surgical Products Distribution Services
Attachment C

Distributor: Cardinal Health
Group: University Medical Center of Southern Nevada
Date: ___, 2021_____

1. Agreed Upon Delivery Days

- ☐ **Monday** TBD with Cardinal Health operations
- ☐ **Tuesday**
- ☐ **Wednesday**
- ☐ **Thursday**
- ☐ **Friday**

2. Agreed Upon Delivery Time_____AM or PM

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

☐ Sole Proprietorship	☐Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)

☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	Cardinal Health 200, LLC	
(Include d.b.a., if applicable)		
Street Address:	7000 Cardinal Place	**Website:**
City, State and Zip Code:	Dublin, OH 43017	**POC Name:** **Email:**
Telephone No:		**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Cardinal Health, Inc.	Parent Company	100%

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.

Sandy Buckley

Sandy Buckley

Signature — Print Name

Director, Sales and Service — 1/10/2020

Title — Date

REVISED 7/25/2014

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

October 8th, 2021

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

Re: Request for competitive bidding information regarding Distribution - Med-Surg.

Dear Ms. Heiy:

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 Distribution - Med-Surg. 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 Distribution - Med-Surg category. HealthTrust issued RFPs and received proposals from identified suppliers in the Distribution - Med-Surg category. A contract was executed with Cardinal, Medline, Owens & Minor, and Concordance in October 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

Issue:	**Contract for Services with Patricia Tondorf, Independent Contractor**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Contract for Services with Patricia Tondorf, Independent Contractor to provide Patient Accounting Services, exercise any extension options and execute future amendments within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000853000
Funded Pgm/Grant: N/A
Description: Accounting Services for Patient Accounting
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 10/27/2021 to 10/26/2022
Amount: $110.00 per hour / NTE $120,580.00
Out Clause: 30 days w/o cause, Budget Act and Fiscal Fund Out

BACKGROUND:

This request is to enter into a new Contract for Services with Patricia Tondorf ("Provider"), an independent contractor with over 35 years in directing, managing and optimizing all facets of the revenue cycle in multiple facilities. Provider is certified in Epic Hospital Billing and will serve as liaison between UMC Patient Accounting, UMC Information Technology and Bank of America services (lockbox, Cashpro and Healthlogic) to support the UMC Epic electronic remittance process. Provider remotely provides services, as requested, over a twelve (12) month period at a rate of $110.00 per hour. Either party may terminate the Agreement at any time upon thirty (30) days' written notice.

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

The Department of Business License has determined that Provider is not required to obtain a Clark County business license nor a vendor registration.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their October 20, 2021 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
October 27, 2021

Agenda Item #
7

CONTRACT FOR SERVICES

This Contract for Services ("Agreement") is made by and between the client, University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Client") and Patricia Tondorf MHA, RHIA ("Contractor"), an independent healthcare consultant.

1. **Term of Contract.** This agreement will become effective as of date of last signature ("Effective Date" and will continue in effect for 1 year or until terminated as provided in this agreement.

2. Services to Be Performed by Contractor.

(a) Specific Services. Contractor agrees to perform the services specified in the "Description of Contractor Services" attached to this Agreement as Exhibit A and incorporated herein by reference.

(b) Method of Performing Services. Contractor will determine the method, details, and means performing the above-described services.

(c) Status of Contractor. Contractor enters into this Agreement, and will remain throughout the term of the agreement, as an independent contractor. Contractor agrees that she is not and will not become an employee, partner, agent, or principal of Client while this agreement is in effect. Contractor agrees she is not entitled to the rights or benefits afforded to Client's employees, including disability or unemployment insurance, workers compensation, medical insurance, sick leave, or any other employment benefit. Contractor is responsible for providing, at her own expense, disability, unemployment, and other insurance, workers compensation, training, permits, and licenses for herself and for her employees and subcontractors.

(d) Payment of Income Taxes. Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Contractor for services under this agreement. Contractor agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Contractor's failure to comply with this provision.

(e) Use of Employees or Subcontractors. Contractor may, at Contractor's own expense, use any employees or subcontractors as Contractor deems necessary to perform the services required of Contractor by this agreement. Client may not control, direct, or supervise Contractor's employees or subcontractors in the performance of the services.

3. Compensation.

(a) Rate. Client agrees to pay contractor according to the schedule of payments in the "Description of Contractor Services" attached to this agreement and incorporated herein by reference.

(b) Billing and Payment. Contractor will submit to client a statement of services rendered at the beginning of each month for the prior month. Client agrees to pay the amount due to contractor for services within 30 days of receipt of the statement.

(c) Payment of Expenses. Contractor will be responsible for all expenses incurred in performing services under this agreement.

4. Obligations of Contractor.

(a) Minimum Amount of Service. Contractor agrees to devote a reasonable number of hours each week to performing the above-described services.

(b) Non-exclusive Relationship. Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in her sole discretion, sees fit.

(c) Time and Place of Performing Work. Contractor may perform the services under this agreement at any suitable time and location she chooses.

(d) Tools, Materials, and Equipment. Contractor will supply all tools, materials, and equipment required to perform the services under this agreement.

(e) Workers Compensation. Contractor agrees to provide workers compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

(f) Indemnity. Contractor agrees to indemnify, defend, and hold Client free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and efficiencies, including interest, penalties, attorney's fees, and costs, the Client may incur his result for breach by Contractor of any representation or agreement contained in this agreement.

(g) Assignment. Neither this agreement nor any duties are obligations under this agreement may be assigned by Contractor without the prior written consent of Client.

5. Termination of Agreement.

(a) Termination on Notice. Notwithstanding any other provision of this agreement, either party may terminate this agreement at any time by giving 30 days written notice to the other party. Unless otherwise terminated as provided in this agreement, this agreement will continue in force until terminated by either Contractor or Client.

(b) Termination on Occurrence of Stated Events. This agreement will terminate automatically on the occurrence of any of the following events:
i. the bankruptcy or insolvency of either party.
ii. sale of the business of either party.
iii. death of either party.
iv. assignment of this agreement by either party without the consent of the other party.

(c) Termination for Default. If either party defaults in the performance of this agreement or materially breaches any of its provisions, the non-breaching party may terminate this agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this agreement includes, but is not limited to, the following:

i. Client's failure to pay contractor any compensation not paid within the payment terms of this agreement.
ii. Contractor's material breach of any representation or agreement contained herein.
iii. Client's material breach of any representation or agreement contained herein
iv. Contractor's violation of the Health Insurance Portability and Accountability Act of 1996

(HIPAA), the Department of Health and Human Services (HHS) Standards, any State's Laws protecting the confidentiality of health information, other applicable state laws, and other pertinent statutes and regulations.

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

6. Proprietary Rights.

(a) Confidential Information. Any written, printed, graphic, or electronically or magnetically recorded information furnished by client for contractor's use are the sole property of client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning clients, employees, products, services, prices, operations, and subsidiaries.

Contractor will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with client's written approval, and only to the extent necessary to perform the services under this agreement. This prohibition also applies to contractor's employees, agents, and subcontractors. On termination of this agreement, contractor will return any confidential information in her possession to client.

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

(b) Non-Solicitation of Staff Members & Clients. During the term of this contract and for a period of one (1) year post contract termination, Contractor agrees not to directly (or indirectly through a different healthcare vendor), recruit, solicit or employ Client's staff members without prior written authorization. Contractor agrees that Client will suffer actual and/or consequential damages if Contractor should breach this non-solicitation agreement with a current or former client staff member. In the event of a breach, Contractor further agrees to compensate Client $10,000 plus the cost of Client's legal fees and collection fees.

Contractor agrees not to directly (or indirectly through a different healthcare vendor) solicit work assignments or contracts from Client. Contractor agrees that Client will suffer actual and/or consequential damages if Contractor should breach this non-solicitation agreement with a current or former UMC client. In the event of a breach, Contractor further agrees to compensate Client an amount equal to the greater of twice the revenues from said client(s) for the twelve month period immediately preceding the solicitation, or $100,000 plus the cost of Client's legal fees and collection fees, whichever amount is greater.

(c) Confidentiality and Privacy of Health Information Laws, Regulations and Policy. Contractor shall not disclose in any way, intentionally share, sell, or otherwise use any information concerning Client's customers and/or customers' patients to any person or entity that is not engaged in providing direct health care services to the patient or the patient's health care provider, service plan, insurer, or self-insured employer, except to the extent expressly authorized by the patient, health plan subscriber or Client.

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Department of Health and Human Services (HHS) Standards, and each State's Laws:

> Contractor may not intentionally share, sell, use for marketing, or otherwise use any medical information for any purpose not necessary to provide health care services to the patient, except to the extent expressly authorized by the patient or health plan subscriber. In addition, Contractor may not further disclose a patient's medical information received in the course of Contractor's business to any person or entity that is not engaged in providing direct health care services to the patient or the patient's health care provider, service plan, insurer, or self-insured employer, except to the extent expressly authorized by the patient or health plan subscriber.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Department of Health and Human Services (HHS) Standards, and each State's Laws apply to Contractor because under these laws:

> The information may be disclosed to any person or entity that provides billing, claims management, medical data processing, or other administrative services for providers of health care or health care service plans. However, no information so disclosed shall be further disclosed by the recipient in any way that would be violative of these laws.
>
> Additionally, the information may be disclosed to a third party for purposes of encoding, encrypting, or otherwise anonymizing data. However, no information so disclosed shall be further disclosed by the recipient in any way that would be violative of these laws, including the unauthorized manipulation of coded or encrypted medical information that reveals individually identifiable medical information.

Contractor acknowledges that the misuse of personal health information as described above and in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Department of Health and Human Services (HHS) Standards, each State's Laws, the California Confidentiality of Medical Information Act, other applicable state laws and other pertinent statutes and regulations will subject Contractor to both civil and criminal liability.

Under Federal Law, if Contractor violates these standards, he/she will be subject to civil liability. Civil money penalties are $100 per incident, up to $25,000 per person, per year, per standard. Also, there will be federal criminal penalties if Contractor knowingly and improperly discloses information or obtains information under false pretenses. Penalties would be higher for actions designed to generate monetary gain. Federal criminal penalties are up to $50,000 and one year in prison for obtaining or disclosing protected health information; up to $100,000 and up to five years in prison for obtaining protected health information under "false pretenses"; and up to $250,000 and up to 10 years in prison for obtaining or disclosing protected health information with the intent to sell, transfer or use it for commercial advantage, personal gain or malicious harm.

Under States' Laws, the potential liability for unauthorized release of information in violation of the aforementioned laws includes but is not limited to the following: (1) Libel; (2) Libel on its face; (3) Slander; (4) Defamation; (5) Violation of general personal rights; (6) Compensatory and punitive damages, plus attorneys' fees and costs of litigation; (7) Misdemeanor conviction; (8) Nominal and/or actual damages sustained by individual bringing civil suit; and (9) Various administrative fines and civil penalties.

7. General Provisions.

(a) Notices. Any notices required to be given under this agreement by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

(b) Entire Agreement. This agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by contractor for client and contains all the representations, covenants, and agreements between the parties with respect to the rendering of those services. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this agreement, and that no other agreement, statement, or promise not contained in this agreement will be valid or binding. Any modification of this agreement will be effective only if it is in a writing signed by the party to be charged.

(c) Partial Invalidity. If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

(d) Payment of Monies to Deceased Contractor. If Contractor dies before completing the services under this agreement, any monies due Contractor from Client under this agreement as of the date of death will be paid to Contractor's executors, administrators, heirs, personal representatives, successors, assigns.

(e) Arbitration. Any controversy or claim arising out of or relating to this agreement or the breach of this agreement will be settled by arbitration in accordance with the rules of the American Arbitration Association. The parties hereto agree that any such arbitration shall be held in Clark County, Nevada.

(f) Attorneys Fees. Intentionally Omitted.

(g) Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of Nevada.

(h) Non-Excluded Healthcare Provider. Contractor represents and warrants to Client 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 goods 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 goods or services hereunder. Contractor represents and warrants to Client 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 Contractor or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement

(i) Personnel on site. Parties agree to comply with all federal, state, and local laws and/or regulations relative to their activities in Clark County, Nevada. Contractor further agrees that if services require an onsite presence, Contractor shall abide by the relevant compliance policies of the Client, including its corporate compliance program, I-179 policy, I-66 policy and Code of Ethics, the relevant portions of which are available to Contractor upon request, and Client's Vaccine Policy, as may be amended from time to time, and must register through Client's vendor management/credentialing system prior to arriving onsite at any of Client's facilities. Contractor's employees, agents, subcontractors and/or designees who do not abide by Client's policies may be barred from physical access to Client's premises.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written, its effective date.

CLIENT

_____ Date:_____
University Medical Center of Southern Nevada
Mason Van Houweling, CEO
1800 W. Charleston Blvd.
Las Vegas, NV 89102

CONTRACTOR

_____ Date: 10/7/2021
Patricia Tondorf MHA, ~~RHIA~~
27571 Williams Canyon Road
Silverado, CA 92676

Exhibit A

Description of Contractor Services

Introduction: Contractor will serve as Interim Project Leader Patient Accounts for Client.

- **Background:** The mission of the UMC Patient Accounting department is to assure optimal cash flow in the collection of patient revenues for University Medical Center. The contractor will support this mission by providing a flexible resource to work on projects, system maintenance, or supplement staff as directed by the management.

- **Milestones**: There are no specific date deliverables or milestones for the contractors' services as work is assigned by UMC management and can vary in both content and timing.

Description of Contractor Services

Scope: The Contractor will serve as Project Leader Patient Accounts and will advise, support and supplement the staff of UMC Patient Accounting in their revenue cycle processes as directed by the management of the UMC Patient Accounting department. The current focus of the contractors' duties is cash application, but the contractor is available to support all aspects of the revenue cycle as directed by the client.

Deliverables: The contractor currently serves as liaison between UMC Patient Accounting, UMC Information Technology, and the Bank of America including three bank products: the lockbox, Cashpro and Healthlogic. These bank products assist UMC in managing and balancing cash deposits, and in the conversion of paper documents into electronic form for posting into the UMC Epic system. The contractor is responsible for monitoring and updating the bank business rules, and tracking bank errors. The contractor also provides maintenance of the Healthlogic application including continual updating of payer mapping between the Bank of America lockbox, Healthlogic and the UMC Epic electronic remittance processing to assure smooth, accurate workflow and minimal user intervention when posting cash to the UMC Epic system. These deliverables can change depending on the work assigned by UMC.

Contractor Bio: Patricia Tondorf RHIA, MHA is a revenue cycle professional with a successful track record over 35+ years in directing, managing and optimizing all facets of the revenue cycle, in multiple facilities. She holds current certification in Epic Hospital Billing. She graduated from UCLA with a degree in Public Health, with a focus in health information management and later went on to obtain her MHA from the University of La Verne.

(

Work days/hours to be determined by Contractor

Client will provide system access to Contractor as needed to perform services including Epic, email, as well as subsystems such as Cashpro and Healthlogic.

Contract length to be determined by client & Contractor.

Project Timeline: The parties estimate that all Project Deliverables will be completed within one year from the Effective Date of this Agreement.

Project Budget: Contractor will bill Client $110.00 per hour for Services. Any travel requested and approved by Client will be reimbursed per Client's travel policy (**Exhibit C**). The total amount payable to Contractor under this Agreement will not exceed $120,580.00.

EXHIBIT B - INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    University Medical Center of Southern Nevada

    c/o Contracts Management

    1800 West Charleston Boulevard

    Las Vegas, Nevada 89102

The Certificate Holder, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, must be named as an additional insured.

Appointed Agent Signature to include license number and issuing state

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 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	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED //TYPE//'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A: COMPANY'S	
	INSURER B: BEST KEY	
	INSURER C:	
	INSURER D:	
	INSURER E: RATING	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS		
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE	$(D)	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$(E)	50,000
	CLAIMS-MADE X OCCUR.	X					MED EXP (Any one person)	$(F)	5,000
							PERSONAL & ADV INJURY	$(G)	1,000,000
							GENERAL AGGREGATE	$(H)	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$(I)	2,000,000
	POLICY X PROJECT LOC						**DEDUCTIBLE MAXIMUM**	**$**	**25,000**
5.	AUTOMOBILE LIABILITY			(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	$(M)	
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS	X					BODILY INJURY (Per accident)	$	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$	
	HIRED AUTOS							$	
	NON-OWNED AUTOS						**DEDUCTIBLE MAXIMUM**	**$**	
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS OTHER	$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A					E.L. EACH ACCIDENT	$	
	describe under DESCRIPTION OF OPERATIONS below						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

SCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Independent Contractor Agreement

9. CERTIFICATE HOLDER

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

CANCELLATION

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

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EXHIBIT C - TRAVEL REIMBURSEMENT POLICY

Travel expenses shall not exceed $2,500.00 without prior written approval from Client

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 UMC.
- **Personal Vehicle: UMC 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 UMC 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. UMC 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
  - With copy of executed contract highlighting the allowable travel
  - List of travelers
  - 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 (UMC 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

Your Professional Liability Quote

Your Primary Location:
Patricia Tondorf
2757 Williams Canyon Rd
Silverado, CA 92676

Proposal Policy Period:
09/28/2021 - 09/28/2022

Proposal Creation Date:
9/27/2021

Insuring Company:
Hartford Fire Insurance Co., an admitted Company

From:
Lindsay Kramer
(704) 942-2708
Lindsay.Kramer@Thehartford.com

Policy Form:
Failsafe Giga Enterprise Liability - FS00G00300 1016

Broker Information:
Frank Guzman
Nevada Insurance Solutions Inc
400 South Jones Suite 301
Las Vegas, NV 89107
702-330-3337
fguzman@nis.vegas

Payment Terms:
Within 30 days, and no later than 10/27/2021

YOUR ANNUAL PREMIUM	$778

THIS QUOTE CONTAINS TIME SENSITIVE REQUIREMENTS TO BIND COVERAGE. SEE SUBJECTIVITIES.

HELPING YOU PREVAIL

When you choose The Hartford, you choose a company that seeks to earn your trust and confidence with every interaction – a company that's at its best when you need us the most – a company that has been making and keeping its promises for more than 200 years. Our commitment is reflected in the protection we offer and the tools and services that safeguard your most valuable asset – your time. More than 1 million small business owners have selected The Hartford to help them prevail through the unexpected. Become one of them.

4.8 STAR CLAIMS EXPERIENCE

2020 WORLD'S MOST ETHICAL COMPANIES 12 TIME HONOREE

200 YEARS

SMALL BUSINESS CUSTOMERS

PLEASE NOTE: This quote is valid for 90 days from 9/27/2021 or until the inception date of the Proposed Policy Period, whichever date first arrives.

[1]The Hartford's Customer Claims Ratings as of February 2018. Customer claims reviews were collected and tabulated by The Hartford and reviews are not representative of all customers.

Professional Liability Details

Professional Liability insurance covers you if a customer or partner claims your mistake or oversight cost them money. That's why it's also known as Errors & Omissions (E&O) insurance. The coverage pays legal costs to defend you, as well as judgments and settlements to resolve claims. The chart below summarizes the limits you've chosen, and other details.

PREMIUM SUMMARY

TECHNOLOGY E&O COVERAGE

Policy Annual Single Limit/Aggregate Limit of Liability: $1,000,000/$1,000,000

THIRD-PARTY LIABILITY FOR WRONGFUL ACTS

Professional Liability Coverage for claims alleging that your professional negligence, breach of warranty, or misrepresentation caused financial harm to others.	[X] Included	[ ] Not Included
Third-Party Data Privacy Coverage for claims of negligence resulting in the improper disclosure of information or a violation of a data privacy law.	[X] Included	[ ] Not Included
Network Security Liability Coverage for claims of negligence resulting in the unauthorized access or use of a computer system, including the introduction of a malicious code or a denial of service attack.	[X] Included	[ ] Not Included
Media Liability Coverage for claims tied to the content you create, use, disseminate or publish.	[ ] Included	[X] Not Included
Intellectual Property Coverage for claims alleging infringement on a software code, title, trademark, or slogan, as well as coverage for piracy, plagiarism, and misappropriation of ideas.	[ ] Included	[X] Not Included
Personal Injury Endorsement Coverage for claims alleging defamation, wrongful entry or eviction, invasion of the right of private occupancy, and malicious prosecution or imprisonment.	[ ] Included	[X] Not Included

Third-Party Retention: $2,500

Third-Party Retroactive Date: **Policy Inception**

FIRST-PARTY EXPENSES FOR WRONGFUL ACTS

First-Party Aggregate Limit: N/A

	First-Party Sublimits	First-Party Retention
Crisis Management Expense	N/A	N/A
Cyber Investigation Expense	N/A	N/A
Data Privacy Regulatory Expense	N/A	N/A
Notification and Identity Protection Expense	N/A	N/A
PCI Expense	N/A	N/A
Cyber Extortion Expense	N/A	N/A

			First-Party Waiting Period	Period of Restoration
Business Interruption Loss	N/A	N/A	N/A hrs	N/A days
Dependent Business Interruption Loss	N/A	N/A	N/A hrs	N/A days
Data Restoration Expense	N/A	N/A	N/A	N/A

First-Party Sublimits: Part of the aggregate limit and is the most you can collect for the type of loss described.
First-Party Retention: Amount must be paid by you before coverage starts and does not reduce the Limits of Liability.
First-Party Retroactive Date: Wrongful act must be first committed on or after the applicable Retroactive Date and before the end of the policy period.
First-Party Waiting Period: The period after a wrongful act for which coverage does not apply.
Period of Restoration: The maximum period after the waiting period for which coverage applies.

This policy provides Claims Made coverage. The Wrongful Act must occur after the Retroactive Date and any claim must be first made during the policy period or any applicable extended reporting period.

Limits of Liability are the most we will pay for claims expenses and damages after the Retention. Claims expenses, including defense costs, reduce the Limits of Liability.

The Annual Aggregate Limit is the most we will pay for all coverages during the policy period and any applicable extended reporting period.

The Retention includes claims expenses and damages. The Retention amount must be paid before coverage begins.

The above First Party Aggregate Limit and First Party Sublimits are all sublimits of insurance that are part of, and not in addition to, the Policy Annual Aggregate Limit. If the space for any of the above First Party Sublimits is left blank or indicated as "N/A", then there is no coverage for that First Party Expense. If the space for a First Party Waiting Period is left blank, the applicable Waiting Period will be 12 hours. If the space for a Period of Restoration is left blank, the applicable Period of Restoration will be 30 days.

ENDORSEMENTS, EXCLUSIONS AND LIMITATIONS

FORM NUMBER	NAME
FS00H14100	Unsolicited Sending of Information Exclusion
FS00H02800	Other Insurance and Payments Available To You When Other Policy Issued By US
HR00H09300	Producer Compensation Notice
HG00H12701	Important Notice To Policyholders (Cyber Risk Support)
FS00H35700	Independent Contractor, Temporary, Or Leased Personnel Endorsement
FS00H36200	New Subsidiary, Merger, Consolidation Or Acquisition - Specialty Risks Endorsement
FS00H33300	Waiver of Rights of Recovery Per Contract Requirement
FS00H03200	Enterprise Services and Technology Services For A Fee Modification Endorsement
FS00H02600	Address For Wrongful Act Or Claim Notification Or Correspondence Endorsement
FS00G00200	Failsafe Giga Enterprise Liability Declarations Page
FS04H00400	California Changes
HG00H12900	U.S. Department of The Treasury, Office of Foreign Assets Control ("OFAC")
FS00G00700	Failsafe Giga Enterprise Liability Contents
FS00H02700	Disclosure Form Claims-Made Policy Important Notice To Policyholder
FS00H90200	War Exclusion With Cyber Terrorism Carve-Back
FS00G00300	Failsafe Giga Enterprise Liability
EL04R11101	Important Information To Policyholders
FS00H37000	Voluntary Shutdown Coverage
FS00H34200	Selection of Counsel Endorsement
FS00H36000	Hammer Clause Modification Endorsement

Payment Options

DIRECT BILL OPTIONS

Choose one of these four options to pay your bill:

- **AutoPay.** Sign up for Repetitive Electronic Funds Transfer (EFT) to pay automatically from your bank account. You'll save on payment fees and get the convenience and peace of mind of automated payments.
- **Online.** Register at TheHartford.com/servicecenter to pay your bill quickly and securely.
- **Check.** Mail your check and include your payment stub in the envelope we provide.
- **Phone.** Call us toll-free 866-467-8730 to pay your bill by phone.

PAYMENT BREAKDOWN

The charts below show how we'll bill you, according to the payment plan you select. We calculate the due date(s) and minimum amount(s) due based on the anticipated effective date of the policy. Keep in mind that the dates and amounts could change depending on when the policy is processed.

FULL PAY

One Payment – Paid in full discount applies

DUE DATE	PAYMENT AMOUNT
Upon Issuance	$778.00 - Initial Down Payment

MONTHLY OPTIONS – TOTAL ANNUAL ESTIMATED PREMIUM: $778

		With AutoPay Fee: $5.00 per payment	Without AutoPay Fee: $7.00 per payment
NUMBER OF PAYMENTS	DUE DATE	PAYMENT AMOUNT	PAYMENT AMOUNT
Two	Upon Issuance	$466.80 - Initial Down Payment	$466.80 - Initial Down Payment
	02/28/2022	$311.20	$311.20
Four	Upon Issuance	$233.40 - Initial Down Payment	$233.40 - Initial Down Payment
	12/28/2021	$194.50	$194.50
	03/28/2022	$194.50	$194.50
	06/28/2022	$155.60	$155.60
Ten	Upon Issuance	$194.48 - Initial Down Payment	$194.48 - Initial Down Payment
	11/28/2021	$65.04	$65.04
	12/28/2021	$64.81	$64.81
	01/28/2022	$64.81	$64.81
	02/28/2022	$64.81	$64.81
	03/28/2022	$64.81	$64.81
	04/28/2022	$64.81	$64.81
	05/28/2022	$64.81	$64.81
	06/28/2022	$64.81	$64.81
	07/28/2022	$64.81	$64.81
Twelve	Upon Issuance	$147.82 - Initial Down Payment	$147.82 - Initial Down Payment
	11/28/2021	$70.02	$70.02
	12/28/2021	$70.02	$70.02
	01/28/2022	$70.02	$70.02
	02/28/2022	$70.02	$70.02
	03/28/2022	$70.02	$70.02
	04/28/2022	$70.02	$70.02
	05/28/2022	$70.02	$70.02
	06/28/2022	$70.02	$70.02
	07/28/2022	$70.02	$70.02

SUBJECTIVITIES

Receipt of a completed, signed and dated Hartford Failsafe application.

This is a temporary and conditional quote and is conditioned upon underwriter's receipt, review and acceptance of the subjectivities specified above, if any, prior to binding coverage.

Please be aware that if prior to binding coverage there is: a) any material change in the information requested by and/or submitted to The Hartford, or b) any material change in the hazard or risk contemplated in this quote, the applicant must advise The Hartford immediately. The Hartford fully reserves its rights with respect to the acceptance or denial of this risk in the event of any of the above. The Hartford also fully reserves the right to assert any defenses and take any and all actions appropriate and allowed under state law, including but not limited to voiding ab initio and/or canceling this temporary and conditional quote and any binder issued pursuant thereto if: a) any such information is not received, reviewed and accepted by The Hartford; or b) prior to binding coverage there is any claim made against any insured or any notice of potential claim, occurrence, circumstance or wrongful act given under an expiring policy.

OTHER CONDITIONS

This quote provides a summary of coverages. The policy terms and conditions will prevail in the event of a conflict. Insurance specifications and other requests for coverage that are not incorporated in this quote confer no rights and do not amend, extend or alter the coverage afforded. All of the terms, conditions and other requirements set forth in this quote must be presented to the proposed insured, including, without limitation, any terrorism disclosure notice.

We appreciate this opportunity to offer you this quote.

THE HARTFORD

Property
Liability
Workers' Comp
Business Auto

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DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

☒ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)

☐ MBE	☒ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	Patricia Tondorf	
(Include d.b.a., if applicable)		
Street Address:	27571 Williams Canyon Rd	**Website:** N/A
City, State and Zip Code:	Silverado, CA 92676	**POC Name:** **Email:** ptondorf@outlook.com
Telephone No:	714-473-9502	**Fax No:** N/A
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Patricia Tondorf	Owner	100

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

Patricia Tondorf
Print Name

Owner
Title

10/4/2021
Date

REVISED 7/25/2014

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
Patricia Tondorf	N/A	N/A	N/A

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

Business Associate Agreement

This Agreement is made effective the 13th of October, 2021, 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 **Patricia Tondorf**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an

individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or

(ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise

administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

(i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or

(ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

(i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.

(ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.

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

(b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

(i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and

(ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and

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

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

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

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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

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

COVERED ENTITY:	BUSINESS ASSOCIATE:
By:_____	By:_____
Mason VanHouweling	Patricia Tondorf
Title: CEO	Title: Owner
Date:_____	Date: October 13, 2021

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Agreements with Sophos Limited and ROI-IT**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Agreements with Sophos Limited and ROI-IT for Managed Response IT Services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000854000 Funded Pgm/Grant: N/A
Description: Managed response IT services
Bid/RFP/CBE: NRS 332.115(1)(h), (i) – Software; Maintenance and support for software
Term: 9/30/2021 – 9/29/2024 (36 months)
Amount: $1,290,073.00
Out Clause: N/A

BACKGROUND:

This request is for approval of the End User License Agreement and Order with Sophos Limited/ROI-IT for managed response IT services. By renewing this service, UMC will continue to receive Sophos Intercept X software and support, which is endpoint protection to detect and block malware, prevent exploitive techniques, provide 24/7/365 security as a fully managed service, and detect and block malicious encryption processes, all which are extremely vital for IT data security.

The period of performance is 36 months with a total cost to UMC of $1,290,073.00.

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

These Agreements were reviewed by the Governing Board Audit and Finance Committee at their October 20, 2021 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
October 27, 2021

Agenda Item #

8

QUOTE

University Medical Center
1800 W Charleston Blvd
LAS VEGAS NV 89102

Date
Oct 12, 2021

Expires
Nov 12, 2021

Account Number

Quote Number
RQ-1659

ROI-IT, LLC
6955 N Durango Drive
Ste. 1115 # 328
LAS VEGAS NV 89149
UNITED STATES

Reference
Sophos X ADV -XDR - MTR ADV

Description	Quantity	Unit Price	Tax	Amount USD
MUAM3GTAA - Sophos Central Intercept X Advanced with XDR and MTR Advanced - 5000-9999 Users - 36 Months - Renewal Government (Replacing existing License L0005347002 for 3000 CIXA 12/26/2018 12/25/2021)	5,000.00	196.00	Tax Exempt	980,000.00
MVAH3GTAA - Sophos Central Intercept X Advanced for Server with XDR and MTR Advanced - 100-999 Servers - 36 Months Renewal - Government (Replacing existing License L0005347002 for 400 SVRCIXA 12/26/2018 12/25/2021)	800.00	304.00	Tax Exempt	243,200.00
CPTM3GSAA - Sophos Central Phish Threat - 5000-9999 Users - 36 Months - Government	5,000.00	0.00		0.00
EPEE3CTAA - Sophos Enhanced Plus Support - 5000-9999 Users - 36 Months - Renewal	1.00	66,873.00	Tax Exempt	66,873.00
			Subtotal	1,290,073.00
			Total No Tax 0%	0.00
			TOTAL USD	**1,290,073.00**

Terms

Quote valid for 15 days | Quote may not include shipping/freight, shipping insurance charges or any applicable taxes. These charges will be billed at the time of invoicing unless otherwise requested.

Accepted and Agreed to by:

Please Sign For Approval: _____ **Print Name of Signatory**: _____ **Date:** _____

Company representative signature above hereby attests and acknowledges that he or she is duly authorized and has the legal capacity to execute and approve this quote. If a purchase order is not provided, this signed quote shall serve as the purchase order.

This quote contains information from ROI-IT that is confidential and privileged. The information is intended for the private use of the customer. Customer shall keep the contents of this document in confidence and not copy, disclose, or distribute without written request to and written confirmation from ROI-IT. If you are not the intended recipient, be aware any disclosure, copying, or distribution of the contents of this document is prohibited

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and University Medical Center of Southern Nevada. Failure to submit the requested information may result in a refusal by the GB to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

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

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

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

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB) . This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE**): An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

***Number of Clark County Nevada Residents employed by this firm. (*Do not leave blank. If none or zero, put the number 0 in the space provided.)**

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

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

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

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

2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form.

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐Partnership	X Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
X MBE	X WBE	☐ SBE	☐ PBE	☐ VET	☐DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed: 8

Corporate/Business Entity Name:	ROI-IT, LLC	
(Include d.b.a., if applicable)	ROI IT	
Street Address:	6955 N Durango Drive Ste 1115-328	**Website: www.roi-it.net**
City, State and Zip Code:	Las Vegas, NV 89149	**POC Name: Michael Simmons** **Email: mas@roi-it.net**
Telephone No:	702.425.8414	**Fax No: 702.425.8415**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Sarah Lopez-Simmons	Proprietor / CFO	70
Michael Simmons	Proprietor / Managing Director	30

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes X 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 X 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 X 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

Sarah Lopez-Simmons
Print Name

Proprietor
Title

09/21/21
Date

REVISED 7/25/2014

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

SOPHOS
Cybersecurity made simple.

SOPHOS END USER LICENSE AGREEMENT

This Sophos End User License Agreement is effective on September 30, 2021 ("Effective Date") between

A. **SOPHOS LIMITED**, registered in England and Wales number 2096520 with registered offices at The Pentagon, Abingdon Science Park, Abingdon, OX14 3YP, United Kingdom ("**Sophos**"), and

B. **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, registered in Nevada, United States, with a place of business at 1800 W Charleston Blvd, Las Vegas, NV 89102 ("**Licensee**").

NOW IT IS AGREED as follows:

1. DEFINITIONS

1.1 '**Affiliates**' means, with respect to each party, entities that control, are controlled by, or are under common control with such party. For the purposes of this definition, "control" means the beneficial ownership of more than fifty percent (50%) of the voting power or equity in an entity.

1.2 '**Computer**' means any device or computing environment that benefits from the Licensed Product (including without limitation, workstations, personal computers, laptops, netbooks, tablets, smartphones, and environments connected to an email server, an internet proxy or a gateway device, or a database). The Licensed Product does not have to be physically installed on the computer environment to provide benefit, nor is there a requirement for the computing hardware to be owned by the Licensee. The term 'Computer' as defined herein includes, without limitation, non-persistent deployments, electronic devices that are capable of retrieving data, and virtual machines.

1.3 '**Consumer**' means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

1.4 '**Documentation**' means the formal Product documentation (whether electronic or printed) published by Sophos for each Product.

1.5 '**Fee**' means the fee payable for the Product, enhanced support package, Maintenance subscription, and/or extended Maintenance subscription.

1.6 '**Hardware**' means a hardware Product, together with any related components provided by Sophos (including but not limited to power supply modules, disk drives in carriers, ship kits and rack mount kits).

1.7 '**License Agreement**' means this Agreement and the Schedule.

1.8 '**License Entitlement**' has the meaning in Clause 3.2 below.

1.9 '**Licensed Products**' means all or each (as the context so allows) of those software program(s) accompanying or provided for use under the terms of this License Agreement, listed on the Schedule and/or that are installed on the Hardware provided to Licensee, together with the Documentation and any of the Upgrades and Updates to those programs, but excluding any third party software as described in Clause 9.

1.10 '**Licensee**' means the person or entity that has been granted license rights under this License Agreement, and 'Licensee's' means belonging to, pertaining to or engaged by Licensee, whether on a temporary basis or otherwise.

1.11 '**Maintenance**' means collectively Upgrades and/or Updates (where applicable to the Product), SMS message processing (where applicable to the Product), and standard technical support as further described in Clause 4.

1.12 '**Outsourced Provider**' means a third party to whom Licensee or Licensee's Affiliates have outsourced their information technology functions.

1.13 '**Partner**' means a reseller, distributor or other independent third party from which Licensee validly obtains Sophos Products.

1.14 '**Product**' means the Licensed Product, media and/or Hardware, as applicable.

1.15 '**Product Term**' has the meaning set out in Clause 3.1 of this License Agreement.

1.16 '**Sanctions and Export Control Laws'** means any law, regulation, statute, prohibition, or similar measure applicable to the Products and/or to either party relating to the adoption, application, implementation and enforcement of economic sanctions, export controls, trade embargoes or any other restrictive measures, including, but not limited to, those administered and enforced by the European Union, the United Kingdom, and the United States, each of which shall be considered applicable to the Products.

1.17 '**Schedule**' means the order confirmation or license certificate issued by Sophos that details the Product(s) licensed by Licensee and corresponding Product Term, License Entitlement and license credentials, and which forms part of this License Agreement.

1.18 '**Server**' means a Computer upon which the Licensed Product is installed and from which other Computers receive or retrieve data. If the data is solely generated by the Licensed Product, then the Computer is not considered a Server.

1.19 '**Sophos**' means Sophos Limited (a company registered in England and Wales number 02096520) with its registered office at The Pentagon, Abingdon Science Park, Abingdon, Oxfordshire, OX14 3YP, UK.

1.20 '**Update**' means an update to the library of rules and/or identities and/or other updates to the detection data or software (excluding Upgrades) made available to Licensee by Sophos at its sole discretion from time to time automatically or otherwise, but excluding any updates marketed and licensed by Sophos for a separate Fee.

1.21 '**Upgrade**' means any enhancement or improvement to the functionality of the Product, Product version or Product feature made available to Licensee by Sophos at its sole discretion from time to time automatically or otherwise, but excluding any software and/or upgrades marketed and licensed by Sophos for a separate Fee.

1.22 '**User**' means an employee, consultant or other individual who benefits from the Product licensed to Licensee.

2. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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13.7 Licensee may receive certain transactional or informational messages from Sophos. Licensee understands and agrees that these communications are part of Licensee's use of the Products, and that Licensee may not opt out of receiving these communications.

14. GENERAL.

14.1 Any Partner from whom Licensee may have purchased the Product is not appointed by Sophos as its servant or agent. No such person has any authority, either express or implied, to enter into any contract or provide any representation, warranty or guarantee to Licensee or any third party or to translate or modify this License Agreement in any way on behalf of Sophos or otherwise to bind Sophos in any way whatsoever.

14.2 Licensee has no obligation to provide Sophos with ideas, suggestions, concepts, or proposals relating to Sophos's products or business ("Feedback"). However, if Licensee provides Feedback to Sophos, Licensee grants Sophos a non-exclusive, perpetual, irrevocable, worldwide, sub-licensable, transferable, royalty-free right and license to store, make, use, sell, market, have made, offer to sell, import, reproduce, publicly display, transmit, distribute, modify, publicly perform, and otherwise exploit such Feedback, in whole or in part, for any purpose, including combining the Feedback with other materials and/or products and making derivative works of or alterations to the Feedback in any manner or format whatsoever, without any reference, obligation, or remuneration to Licensee. All Feedback shall be deemed non-confidential to Licensee. Licensee shall not provide to Sophos any Feedback it has reason to believe is or may be subject to the intellectual property claims or rights of a third party.

14.3 (i) Self-Audits. To help manage Licensee's use of the Products and Licensee's compliance with this License Agreement, Licensee agrees to perform a self-audit upon ten (10) working days' prior written notice from Sophos, calculating the number of Users, Computers, Servers or other applicable units benefiting from the Products. If Licensee's self-audit reveals that Licensee's actual usage exceeds the License Entitlement, Licensee shall procure the additional licenses required from Sophos or its preferred Partner. (ii) Formal Audits. If Licensee does not perform a self-audit upon request from Sophos, or if Sophos has reason to doubt

the results of such self-audit, upon prior written notice to Licensee, Licensee shall permit Sophos or an independent certified accountant appointed by Sophos to access Licensee's premises and inspect Licensee's books of account and records at any time during normal business hours for the purpose of inspecting, auditing, verifying or monitoring the manner and performance of Licensee's obligations under this License Agreement, including without limitation the payment of all applicable license fees. Any such audit shall minimize the disruption to Licensee's business operations. Sophos shall not be able to exercise this right more than once in each calendar year. If an audit reveals that Licensee has underpaid fees to Sophos, Licensee shall be invoiced for and shall pay to Sophos or the Partner (as applicable) within thirty (30) days of the date of invoice an amount equal to the shortfall between the fees due and those paid by Licensee. If the amount of the underpayment exceeds five percent (5%) of the fees due or the audit reveals a violation of any license restrictions pursuant to this License Agreement then, without prejudice to Sophos's other rights and remedies, Licensee shall also pay Sophos's reasonable costs of conducting the audit.

14.4 Sophos may in its sole discretion assign, novate, subcontract or otherwise transfer any of its rights or obligations hereunder.

14.5 Any modification to the terms and conditions of the main body of this License Agreement shall require a written amendment to this Licensed Agreement signed by both parties. However, Sophos may amend the terms and conditions of any documents and policies referenced herein at any time by notice to Licensee, including without limitation by posting revised terms and conditions on its website at https://www.sophos.com/en-us/legal and/or the location of such document or policy. Such amended terms and conditions of the referenced documents and policies shall be binding upon Licensee with effect from the date of such change.

14.6 Failure by either party to enforce any particular term or condition of this License Agreement shall not be construed as a waiver of any of its rights under it.

14.7 The illegality, invalidity or unenforceability of any part of this License Agreement will not affect the legality, validity or enforceability of the remainder.

14.8 This License Agreement, the Schedule and the documents and policies referenced herein constitute the entire agreement between the parties relating to the licensing and use of the Products and supersede any other oral or written communications, agreements or representations with respect to the Products, except for any oral or written communications, agreements or representations made fraudulently.

14.9 If there are any inconsistencies between the English language version of this License Agreement and any translated version, the English language version shall prevail.

14.10 Subject to Clause 9(d), a person who is not a party to this License Agreement has no right to enforce any term or condition of this License Agreement, and the parties to this License Agreement do not intend that any third party rights are created by this License Agreement.

14.11 Governing Law. In the event the Sophos subsidiary entity from which Licensee has purchased the licenses is located in:

The United States of America, Canada, or Latin America, this License Agreement, the relationship between Licensee and Sophos, and any dispute or claim arising out of or in connection with it, including without limitation non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of the State of Nevada notwithstanding its conflicts of law principles. The parties waive any right to a jury trial in any litigation arising out of or in connection with this License Agreement; and

ANY OTHER COUNTRY, this License Agreement and any dispute or claim arising out of or in connection with it, including without limitation non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales, without regard to conflict of laws principles.

Nothing in this License Agreement shall limit any right of the Consumer to take proceedings in or to benefit from consumer protection laws that apply in the Consumer's country of residence.

The parties agree that the UN Convention on Contracts for the International Sale of Goods (CISG, Vienna, 1980) shall not apply to this License Agreement or to any dispute or transaction arising out of this License Agreement.

14.12 Jurisdiction. In the event the Sophos subsidiary entity from which Licensee has purchased the licenses is located in:

The United States of America, Canada, or Latin America, the federal and state courts of the State of Nevada, U.S.A. shall have exclusive jurisdiction to determine any dispute or claim that may arise out of, under, or in connection with this License Agreement; and

ANY OTHER COUNTRY, the courts of England and Wales shall have exclusive jurisdiction to determine any dispute or claim that may arise out of, under, or in connection with this License Agreement.

14.13 Nothing in Clause 14.11 shall limit the right of Sophos to initiate proceedings against Licensee in any court of competent jurisdiction where deemed necessary by Sophos to (i) protect its intellectual property rights, (ii) protect its confidential information, and/or (iii) recover overdue payments.

14.14 Any notices required to be given to Sophos or any questions concerning this License Agreement should be addressed to The Legal Department, Sophos Limited, The Pentagon, Abingdon Science Park, Abingdon, OX14 3YP, United Kingdom with a copy to legalnotices@sophos.com.

14.15 The following Clauses shall survive any termination or expiration of this License Agreement: 2, 6, 7, 11, 12.3, 13.1, 14, 15.2.5, 15.6.5, and 15.6.6.

14.16 Force Majeure. The failure of Sophos to comply with any provision of this License Agreement due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, and act of public enemy, actions of governmental authorities (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of this License Agreement.

15. ADDITIONAL TERMS AND CONDITIONS.
The first part of this License Agreement includes general terms and conditions applicable to all Products. The additional terms and conditions in this Clause 15 below apply only to the Products referenced in each section.

15.1 Direct Purchases from Sophos. This Clause only applies if Licensee purchases Products from Sophos directly, rather than through a Partner:
15.1.1 All Products are delivered ICC Incoterms 2010 Ex Works from the applicable Sophos site. Accordingly, the Licensee is responsible for delivery costs, export clearances, import clearances, and insurance costs.

15.1.2 Fees shall be paid in full, in the currency and via the payment method specified on the invoice, within thirty (30) days of the date of such invoice.

15.1.3 Unless expressly stated otherwise, the Fee is exclusive of value added tax and any other federal, state, municipal or other governmental taxes, duties, licenses, fees, excises or tariffs.

15.2 Hardware Products. This Clause only applies to Hardware Products:
15.2.1 Sophos retains title to the Hardware until such time as any Free Trial described in Clause 15.6 below (if applicable) expires, and Licensee pays the Hardware Fee to Sophos or a Partner, as applicable, and Sophos receives the Hardware Fee in full. Unless and until title to the Hardware has transferred to Licensee in accordance with this Clause, Licensee agrees to keep the Hardware free and clear of all claims, liens, and encumbrances, and any act by Licensee, either voluntary or involuntary, purporting to create a claim, lien or encumbrance on the Hardware shall be void. Licensee owns only the Hardware or media, if applicable, on which the Licensed Product is installed. Licensee does not own the Licensed Product itself.

15.2.2 In the event that Licensee fails to pay or Sophos does not receive the Fee for the Hardware, Licensee

shall return the Hardware to the return location indicated by Sophos, securely and properly packaged, with carriage (and insurance at Licensee's option) prepaid. If Licensee fails to return the Hardware to the indicated location promptly, upon written notice Sophos will be entitled to enter Licensee's premises during normal business hours to repossess such Hardware.

15.2.3 Risk of loss passes to Licensee upon shipment of the Hardware to Licensee. Insurance, if any, covering the Hardware shall be Licensee's sole responsibility.

15.2.4 Licensee acknowledges that the Hardware is sold hereunder solely as the medium for delivery and operation of the Licensed Products and, unless otherwise agreed by the parties in writing, Sophos at its option may provide Hardware that is either new or refurbished.

15.2.5 Licensee is solely responsible for complying with any applicable governmental regulations relating to waste, health and safety, including without limitation those that relate to the EC Directive on Waste Electrical and Electronic Equipment (2002/96/EC) ("WEEE") and The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations (2002/95/EC) ("RoHS") (as amended) in connection with Licensee's use, transport and/or disposal of the Hardware.

15.2.6 Sophos offers a limited warranty for Hardware as set out in the Hardware Warranty Policy at: https://www.sophos.com/en-us/legal.

15.3 Sophos Central and other Cloud Products (collectively "Cloud Products"). This Clause only applies to Sophos Cloud Products:
15.3.1 The Licensee shall not store or transmit any content through the Sophos Cloud Products that (i) is unlawful, pornographic, obscene, indecent, harassing, racially or ethnically offensive, harmful, threatening, discriminatory or defamatory, (ii) facilitates or promotes illegal activity, (iii) infringes any third party intellectual property rights, or (iv) is otherwise inappropriate ("Prohibited Content").

15.3.2 The Licensee acknowledges that Sophos has no control over any content stored or transmitted by Licensee, does not monitor such content and accordingly acts as a mere conduit. Sophos reserves the right to remove content from the Sophos Cloud Products immediately without prior notice where it reasonably suspects that such content is Prohibited Content. The Licensee shall (to the extent permitted by applicable law, and without waiver of Licensee's constitutional, statutory, or other immunities, if any) indemnify and hold Sophos harmless from and against all damages, losses and expenses arising as a result of any third party-action or claim relating to Licensee's content. Licensee is solely responsible for all activity occurring under Licensee's Product, Cloud Product and support accounts, including the rights and privileges Licensee grants to Users and any activity undertaken or decision made by Users .

15.3.3 The Product or Cloud Product may enable access to or link to third parties' websites, platforms, content, products, services or information ("**Third Party Services"**). Third Party Services are not part of the Product or Cloud Product, and Sophos does not control and is not responsible for the Third Party Services. Licensee is solely responsible for: (a) obtaining and complying with any terms of access and use of the Third Party Services, including any separate fees or charges imposed by the provider of the Third Party Services; and (b) configuring the Third Party Services appropriately. Sophos disclaims all responsibility and liability arising from or related to Licensee's access or use of the Third Party Services, including any impact on the Product capabilities as a result of the Licensee's use of, or reliance upon, the Third Party Services.

15.3.4 The Sophos Cloud Products are not designed for the storage of regulated health or payment card data and Licensee may only store or transmit such information through Sophos Cloud Products if it has entered a separate written agreement with Sophos expressly permitting such purpose.

15.3.5 Prior to termination or expiry of the Product Term, Licensee must (i) remove all Product settings from its Servers and Computers, and (ii) remove all of its custom settings, software and data from the Sophos network. For certain Products, Sophos may download and return the data upon request and for a reasonable fee to be agreed in writing in advance. Subject to applicable laws, Sophos reserves the right to delete data that has not been removed after such termination or expiry date.

15.4 Sophos Network Security Products. This Clause only applies to the Sophos Firewall, Sophos Firewall Manager, Sophos iView and Sophos UTM Products:
15.4.1 LICENSEE ACKNOWLEDGES AND AGREES THAT THE PRODUCT MAY REQUIRE THE COMPLETE ERASURE OF THE HARD DISK OF THE TARGET COMPUTER DURING INSTALLATION, INCLUDING WITHOUT LIMITATION THE OPERATING SYSTEM RESIDENT THEREON. BY INSTALLING THE AFOREMENTIONED PRODUCT, LICENSEE EXPRESSLY AGREES THAT IT SHALL ENSURE THAT THE COMPUTER ON WHICH SUCH PRODUCT IS TO BE INSTALLED DOES NOT CONTAIN ANY VALUABLE DATA, THE LOSS OF WHICH WOULD CAUSE DAMAGE TO LICENSEE, AND, SUBJECT TO CLAUSE 15.8, SOPHOS EXPRESSLY DISCLAIMS ANY LIABILITY FOR LOSSES OF ANY KIND RELATED TO LICENSEE'S FAILURE TO DO SO.

15.5 Employee Personal Use.
15.5.1 Employee personal use of Products is not permitted without the prior express written consent of Sophos. If Sophos agrees to permit personal use of any Product, such use is subject to the terms of this License Agreement, and must not cause Licensee's total usage, including such personal use does not exceed the License Entitlement

15.5.2 Sophos may, in Sophos's sole discretion, make Sophos Home, Sophos Hitman, or Sophos Hitman Pro (each a "Personal Use Product") available to Licensee for personal use by employees of Licensee at no additional cost to Licensee. Such use shall be subject to the terms and conditions accompanying the Personal Use Product.
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15.5.3 Licensee shall ensure that its employees are aware of and comply with the terms and conditions of this License Agreement, and, to the extent permitted by applicable law, Licensee shall be responsible for the acts and omissions of its employees relating to use of the Products.

15.6 Free Trials, Fixes, Technical Previews, Beta Testing, Early Access Programs and Free Tools.
15.6.1 If Sophos permits the Licensee to conduct a free trial of a commercially available Product (the "Free Trial"), the Licensee may use the Product free of charge for evaluation solely for Licensee's own internal information security purposes for a maximum of thirty (30) days, or such other duration as specified by Sophos in writing at its sole discretion (the "Trial Period"). If the Licensee does not purchase the Product, the rights to use the Product will terminate immediately upon expiry of the Trial Period.

15.6.2 If the Free Trial relates to Hardware, Licensee must return the Hardware to the return location indicated by Sophos, securely and properly packaged, with carriage (and insurance at Licensee's option) prepaid upon the expiry of the Trial Period. Licensee is solely responsible for removing any and all of Licensee's data from the Hardware prior to return. If Licensee fails to return the Hardware upon expiry of the Trial Period, Sophos may invoice, and Licensee shall pay for, the Hardware at list price.

15.6.3 Sophos may, in Sophos's sole discretion, make certain Products available for personal use ("Home Use license"). Customer may only use Products made available under Home Use licenses for their own non-commercial personal use and not for any other purposes.

15.6.4 Sophos makes certain tools available for use in connection with other Products free of charge ("Free Tools"). Such Free Tools may only be used for the express purposes permitted by Sophos as identified in the associated documentation. The Product Term applicable to a Free Tool shall continue for the period indicated by Sophos or until (i) Sophos withdraws the Free Tool, or (ii) Sophos notifies the Licensee that it is no longer permitted to use the Free Tool. No Maintenance or technical support is included with, or provided for, Free Tools.

15.6.5 If Sophos provides Licensee with a Product for technical preview or beta testing purposes as part of an early access program (a "Preview Product"), Licensee may use the Preview Product for evaluation purposes

only for the period specified by Sophos (the "Test Period"). Licensee shall test the Preview Product in accordance with any conditions specified in the readme file for the software and/or any associated documentation and shall gather and report test data, and other Feedback to Sophos as set forth in Clause 14.2. Except for Consumer Preview Products, the Preview Product must only be used in a non-production test environment unless expressly approved otherwise by Sophos. Licensee's right to use the Preview Product shall terminate upon expiry of the Test Period. Sophos does not warrant that it will release a commercial version of the Preview Product, or that a commercial version will contain the same or similar features as the Preview Product. Any Preview Product and accompanying documentation shall be considered Sophos's confidential information as set forth in Clause 13.1.

15.6.6 Clause 5 ("Warranties for Licensed Products; Indemnity") shall not apply to Free Trial products, Fixes, Home Use Products, Free Tools and Preview Products. FREE TRIAL PRODUCTS, FIXES, HOME USE PRODUCTS, FREE TOOLS AND PREVIEW PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REMEDY OF ANY KIND.

15.6.7 Clauses 7.2 and 7.3 shall not apply to Free Trial products, Fixes, Free Tools and Preview Products. IF ANY LIMITATION, EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THIS LICENSE AGREEMENT IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION AND SOPHOS BECOMES LIABLE THEREBY FOR LOSS OR DAMAGE RELATING TO A FREE TRIAL, FIX, FREE TOOL, OR PREVIEW PRODUCT THAT MAY LAWFULLY BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED ONE HUNDRED POUNDS STERLING (£100) OR ITS LOCAL CURRENCY EQUIVALENT.

15.7 Support Services Exceptions for Certain Products – Certain Products may be eligible for extended support in certain circumstances, upon payment of any applicable Fee by Licensee. A list of the eligible Products and details regarding the availability of extended support can be found at https://community.sophos.com/kb/en-us/134968 .

15.8

15.8 Consumers. The following Clauses 15.8 and 15.9 apply if Licensee is a Consumer:
PLEASE REVIEW THIS SECTION CAREFULLY. IT CONTAINS INFORMATION ABOUT CERTAIN IMPORTANT TERMS IN RELATION TO THE USE OF THE CONSUMER PRODUCTS PROVIDED BY SOPHOS. IT ALSO DETAILS YOUR LEGAL RIGHTS IN RELATION TO THESE PRODUCTS.

15.8.1 Licensee is only permitted to use those Products that are expressly designated by Sophos as suitable and available for Consumer use.

15.8.2 Licensee may only purchase Sophos Consumer Products if Licensee is at least the age of majority or are acting with the consent and supervision of a parent or guardian.

15.8.3 Licensee acknowledges that the Products have not been developed to meet Licensee's individual requirements, and that it is therefore Licensee's responsibility to ensure that the facilities and functions of the Products as described in the Documentation meet Licensee's requirements.

15.8.4 If Licensee experiences any problems with any Products:
(i) If Licensee has any questions or complaints about any Product, please contact Sophos by emailing our customer service team at support@sophos-home.zendesk.com. Note that technical support for Sophos Consumer Products is provided separately from Sophos's standard technical support offerings. Please refer to the Product Documentation for the technical support options available to Licensee for each Consumer Product.
(ii) If Licensee is a Consumer in the EU, Sophos is under a legal duty to supply Products that are in conformity with the contract set out in this License Agreement. Nothing in these License Agreement terms will affect Licensee's consumer legal rights made available in the country in which Licensee lives if applicable. If Licensee requires information about Licensee's rights, Licensee should contact Licensee's local legal counsel or local consumer support organizations.

15.8.5 Consumer Products are supplied only for domestic and private use. Licensee is not permitted to use the Products for any commercial, business or re-sale purposes, and to the maximum extent permitted by law, Sophos has no liability for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15.8.6 If Licensee is a Consumer in the EU, Clauses 7.1, 7.2 and 7.3 (which detail certain limitations on Sophos's potential liability) shall not apply to Licensee. Subject to additional rights Licensee may have as a Consumer as are further described in Clause 15.8, Sophos is only responsible for loss or damage that Licensee suffers that is a foreseeable result of (i) breach of this License Agreement or (ii) Sophos's negligence. In the absence of such breaches of this License Agreement by Sophos, Licensee's use of the Products is at Licensee's own risk. Sophos is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of the breach or if it was contemplated by both parties at the commencement of this License Agreement.

Sophos does not exclude or limit in any way its liability to Licensee where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of Sophos's employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of Licensee's legal rights in relation to the Products as summarized at Clause 15.8.5 above.

15.8.7 Clauses 14.11 and 14.12 shall not limit Licensee's right to take proceedings in or to benefit from consumer protection laws that apply in the country in which Licensee lives, including without limitation any right to alternative dispute resolution if Licensee is a Consumer in the EU.

15.9 Consumer Products.
15.9.1 Where Licensee has:
(a) paid for a Product; or
(b) received a Product for free as part of a bundle with other paid goods, services or other digital content, and this Product is not generally available to Consumers unless they have paid a price for it or for the other goods, services or other digital content, Sophos warrants that such Products will be (i) of satisfactory quality, (ii) reasonably fit for purpose, and (iii) as described in the Documentation.

15.9.2 Where Sophos is in breach of Clause 15.9.1, Sophos will (i) at its own cost, repair or replace the Product within a reasonable time and without significant inconvenience to the Consumer, or (ii) grant the Consumer a reasonable Fee reduction for the Product where the Product cannot be repaired or replaced within a reasonable time and without significant inconvenience to the Consumer.

Licenses for the "Sophos Home Premium" Product may be returned to the Partner from which Licensee purchased the Product for a refund of the Fees paid, for any reason, within thirty (30) days of the date of purchase.

15.9.3 Where the Product Term is perpetual or of an indefinite duration and the Licensee is a Consumer, if Sophos has a right to terminate this License Agreement, Sophos will provide reasonable notice before exercising this right except where there are serious grounds for terminating immediately.

15.9.4 If Licensee is a Consumer in the EU, where a Product supplied to Licensee causes damage to a device or to other digital content which, in either case, is owned by a Consumer (even where such Product is provided for free), Sophos will, in its sole discretion, either (i) at its own cost, repair the damage within a reasonable time and without significant inconvenience to the Consumer, or (ii) compensate the Consumer for the damage with an appropriate payment.

15.9.5 This Clause 15.9 shall take precedence (or in other words, be read so that they replace other terms) to the extent that there are any conflicting terms and conditions elsewhere in this License Agreement.

15.9.6 Other important terms
(i) Sophos may transfer its rights and obligations under this License Agreement to another organization, and Sophos will always notify Licensee in writing if this happens, but this will not affect Licensee's rights or Sophos's obligations under this License Agreement.

(ii) Licensee may only transfer Licensee's rights and obligations under this License Agreement to another person if Sophos agrees in writing.
(iii) The contract formed by this License Agreement is between Licensee and Sophos. No other person shall have any rights to enforce any of its terms.
(iv) Each of the paragraphs of this License Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
(v) If Sophos fails to insist that Licensee perform any of Licensee's obligations under this License Agreement, or if Sophos does not enforce its rights against Licensee, or if Sophos delays in doing so, that will not mean that Sophos has waived its rights against Licensee and will not mean that Licensee does not have to comply with those obligations. If Sophos does waive a default by Licensee, Sophos will only do so in writing, and that will not mean that Sophos will automatically waive any later default by Licensee.
(vi) Sophos may amend the terms and conditions of this License Agreement and/or any documents and policies referenced herein at any time by notice to Licensee. Sophos will use reasonable efforts to bring any such changes Licensee's attention, including without limitation via in-Product informational notices. Such amended terms and conditions shall be binding upon Licensee within fifteen (15) calendar days, unless Licensee objects to such amended terms and conditions by terminating Licensee's license in accordance with Clause 12.2 or by notifying Sophos at legalnotices@sophos.com and entering into a subsequent written agreement between Sophos and Licensee. Failure to terminate Licensee's license within such period shall mean that Licensee expressly and unreservedly accepts all the amendments contained in the notice, which shall take effect immediately upon expiry of said fifteen (15) calendar day period. For the avoidance of doubt, such amended terms and conditions shall supersede any prior version of the License Agreement that may have been embedded in or packaged with the Product itself.

15.9.7 ARBITRATION AND CLASS ACTION WAIVER
PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.
This section 15.9.7 applies to Sophos, residents of the United States, and those who attempt to commence litigation within the United States.
(i) Federal Arbitration Act. Licensee and Sophos agree that this License Agreement affects interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This Clause 15.9.7 is intended to be interpreted broadly and governs any and all disputes between Licensee and Sophos including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this License Agreement or any prior agreement (including, but not limited to, claims related to advertising); and claims that may arise after the termination of this License Agreement. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.
(ii) Initial Dispute Resolution. Most disputes can be resolved without resort to arbitration. Licensee and Sophos agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with each other, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration. To commence this procedure, Licensee agrees to contact Sophos' support department via our support portal at https://secure2.sophos.com/en-us/support/contact-support.aspx or The Legal Department, Sophos Limited, The Pentagon, Abingdon Science Park, Abingdon, OX14 3YP, United Kingdom with a copy to legalnotices@sophos.com, and provide a brief, written description of the dispute and Licensee's contact information (including information that could be used to identify Licensee's registered account if Licensee's dispute relates to an account). Alternatively, Sophos may contact Licensee using the last available information it has for Licensee.
(iii) Binding Arbitration. If the Licensee and Sophos do not reach an agreed-upon solution within a period of sixty (60) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either You or Sophos may initiate binding arbitration as the sole means to resolve claims (except as provided in (v) below) subject to the terms set forth below. Specifically, all claims arising out of or relating to this License Agreement (including, but not limited to, its formation, performance, and breach), the parties' relationship with each other, and/or Licensee's download of, access to, or use of the Licensed Products shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed $250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding $250,000, in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this License Agreement, including, but not limited to any claim that all or any part of this License Agreement is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

To start an arbitration, Licensee must do the following: (A) Write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover. Licensee may find a copy of a Demand for Arbitration at www.jamsadr.com; (B) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, One Beacon Street Suite 2210 Boston, MA 02108-3106 USA; and (C) Send one copy of the Demand for Arbitration to us at The Legal Department, Sophos Limited, The Pentagon, Abingdon Science Park, Abingdon, OX14 3YP, United Kingdom with a copy to legalnotices@sophos.com.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Sophos will pay the additional cost. If the arbitrator finds the arbitration to be non-frivolous, Sophos will pay all of the actual filing and arbitrator fees for the arbitration. Licensee is responsible for Licensee’s own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If Licensee is a resident of the United States or commences litigation within the United States, arbitration may take place at any reasonable location within the United States convenient for you. Residents of the United States, those who commence litigation within the United States, and Sophos further agree to submit to the personal jurisdiction of any federal or state court in the State of Nevada, U.S.A., in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

(iv) Class Action Waiver. The parties further agree that the resolution of any disputes between the parties shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND SOPHOS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

(v) Exception: Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through initial dispute resolution or binding arbitration, either party may bring an action in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights (“intellectual property rights” means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction. For such disputes, Licensee and Sophos agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in the State of Nevada, U.S.A. Licensee further agrees to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

(vi) 30-Day Right to Opt Out. Licensee has the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to legalnotices@sophos.com with the subject line, “ARBITRATION AND CLASS ACTION WAIVER OPT-OUT.” The notice must be sent within thirty (30) days of your first download of, access to, or use of the Product, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt out of these arbitration provisions, Sophos also will not be bound by them.

(vii) Changes to this Section. Sophos will provide sixty (60) days' notice of any changes to this section. Changes will become effective on the sixtieth (60th) day, and will apply prospectively only to any claims arising after the sixtieth (60th) day. If a court or arbitrator decides that this subsection on “Changes to this Section” is not enforceable or valid, then this subsection shall be severed from the Section entitled Arbitration and Class Action Waiver, and the court or arbitrator shall apply the first Arbitration and Class Action Waiver (or similarly named) section in existence after Licensee first downloaded, accessed, or used the Products.

Executed by the parties' duly authorized representatives as of the Effective Date:

SOPHOS LIMITED	**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**
Signature	Signature
Name (print)	Mason Van Houweling Name (print)
Title (print)	Chief Executive Officer Title (print)
Date	Date

ROI-IT Standard Terms and Conditions

1. PAYMENT TERMS. ROI-IT (ROI) standard terms are Net 30, unless otherwise noted on an ROI-IT sales order form, quotation or invoice. Payments for products and/or services are to be within the standard terms of Net 30. Products will be invoiced to the Customer upon delivery to customer site or storage facility. Storage facility can be customer location or a ROI-IT warehouse. Services will be invoiced to the Customer weekly, unless otherwise specified. Appropriate taxes and shipping & handling charges will be added at the time of invoicing. Shipment terms are FOB origin. ROI-IT-IT may suspend service(s) or partial service(s) to accounts that are past due. Customers, upon request shall furnish financial information as ROI-IT may from time-to-time request to determine Customer's credit worthiness. All sales are subject to credit approval. Customer may pay invoice(s) by check, money order, cashier's check or credit card. Customer acknowledges that a 3.75% service fee will be charged on all payments made by credit card. All returned payments due to insufficient funds will be assessed a $25.00 service fee.

2. RETURNS. ROI-IT's cancellation and return policies are subject to the applicable manufacturer and distributor cancellation and return policy and may be modified at any time without notice. Please note that in certain circumstances software may not be eligible for return. All returns MUST be pre-authorized by ROI-IT in writing with a Returned Merchandise Authorization (RMA). Based upon the manufacturer's policies, returns may be subject to a minimum re-stocking fee. All equipment must be packaged as if it had not been opened (i.e., all original boxes, manuals, etc.). Equipment returned not packaged as such, or not authorized WILL NOT be accepted by ROI-IT, and Customer will be obligated to pay the entire invoice due.

3. CONFIDENTIALITY. In the course of furnishing products or services hereunder, ROI-IT may have access to confidential and proprietary information and materials of Customer or its clients ("Confidential Information"). Confidential Information includes, and is not limited to, information related to past, present or future research, development or business affairs, any proprietary products, materials or methodologies, or any other information which provides Customer or its clients with a competitive advantage. Confidential Information shall be used by ROI-IT only in conjunction with furnishing products or services hereunder.

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

4. INDEPENDENT CONTRACTORS. The parties are independent contractors. Neither party is an employee, agent or representative of the other party. Neither party shall have any right, power, or authority to enter into any agreement for or on behalf of the other party, or to incur any obligation or liability or otherwise bind the other party. This agreement does not create an association, joint venture, or partnership between the parties nor imposes any partnership liability upon either party.

5. NON-SOLICITATION. Both parties agree not to knowingly recruit, solicit or engage the services or employment of any of the other party's current employees during the term of the engagement as outlined in the applicable Statement of Work and for a period of one (1) year following end of the engagement, without the prior written permission of the other party. Notwithstanding, nothing herein shall act as a restriction on either party generally advertising or posting job and consulting opportunities and any party may engage the services of any person that responds to such general advertisings or postings.

6. EVENTS OF DEFAULT. Customer shall be in default under these terms immediately upon the happening of any of the following events: (a) if Customer becomes insolvent, becomes the subject of a voluntary or involuntary petition in bankruptcy or any other form of judicial reorganization or supervision, has a receiver appointed for its business, enters into any arrangement with creditors or otherwise is unable to pay its debts as they become due; (b) if Customer violates any of the terms, conditions, or restrictions contained herein; or (c) if Customer misrepresents any fact to ROI-IT concerning Customer, Customer's financial condition, Customer's business activities, Customer's performance of these terms.

7. SECURITY INTEREST. Customer agrees that all products sold to Customer will be secured by a security interest in such products and any proceeds thereof and any receivables related thereto until ROI-IT is paid for such products. Customer agrees to execute financing documents, UCCs, a security agreement and/or such other documentation and take such other actions as ROI-IT may require evidencing and perfecting its security interest.

8. LIMITED WARRANTIES.

8.1 PRODUCT WARRANTY. PRODUCT WARRANTIES (IF ANY) ARE PROVIDED BY THE MANUFACTURER OF THE PRODUCT(S) AND, TO THE EXTENT APPLICABLE, **ROI-IT W**ILL PASS-THROUGH TO CUSTOMER ANY WARRANTIES PROVIDED BY THE MANUFACTURER. CUSTOMER MAY ALSO BE REQUIRED TO ENTER INTO OR ACCEPT THE TERMS OF A SOFTWARE LICENSE AGREEMENT OR AN END-USER LICENSE AGREEMENT AS MAY BE REQUIRED BY THE MANUFACTURER OF THE PRODUCTS. CUSTOMER ACKNOWLEDGES THAT **ROI-IT** SHALL HAVE NO LIABILITY FOR PRODUCT WARRANTIES.

8.2 SERVICE WARRATY . ROI-IT WARRANTS THAT: (I) ONLY SERVICES PERFORMED BY ROI-IT HEREUNDER WILL BE PERFORMED IN A GOOD AND WORKMAN-LIKE MANNER, FREE FROM NEGLIGENT, DEFECTIVE OR DEFICIENT WORKMANSHIP AND CONSISTENT WITH THE BEST PRACTICE IN THE INDUSTRY AND THAT SUCH SERVICES AND ANY DELIVERABLES PROVIDED PURSUANT THERETO WILL CONFORM TO THE STATEMENT OF WORK AND (II) **ROI-IT** MEETS ALL REQUIREMENTS NECESSARY TO PERFORM THE SERVICES AND WILL PERFORM THE SERVICES IN STRICT COMPLIANCE WITH APPLICABLE LAW.

8.3 DISCLAIMER OF UNSTATED WARRANTIES. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, **ROI-IT** MAKES NO OTHER WARRANTIES WHATSOEVER TO CUSTOMER AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

9. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF EACH PARTY'S INDEMNIFICATION OBLIGATIONS OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, OR FOR CLIENTS BREACH OF SECTION 6 HEREIN, IN NO EVENT (I) SHALL EITHER PARTY'S LIABILITY TO THE OTHER EXCEED THE AGGREGATE AMOUNTS PAID BY CLIENT TO ROI-IT IN THE SIXTY (60) DAYS PRECEDING ANY CLAIM AND THE EXISTENCE OF MORE THAN ONE CLAIM OR CAUSE OF ACTION WILL NOT ENLARGE THE FOREGOING LIMIT; OR (II) SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLEGENCE, STRICT LIABILITY, OR (III) ANY OTHER LEGAL THEORY, WHETHER IN TORT OR CONTRACT, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

10. MISCELLANEOUS.

10.1 FORCE MAJEURE. **ROI-IT** shall have no obligation or liability whatsoever arising out of or in connection with any delay or failure to perform any of its covenants or obligations under these terms, or any loss or damage incurred by Customer as a result thereof, if such delay or failure is caused, in whole or in part, either directly or indirectly, by act of God, fire, war, riot, civil insurrection, accident, embargo, governmental priority, shortage or failure of supply of materials, strikes or other labor trouble, changes in production schedules, discontinuance of any service, decree or order of any court or government, or any other occurrence, act, cause or thing beyond the control of **ROI-IT**.

10.2 OFFSETS. **ROI-IT** may offset any sums due from Customer to **ROI-IT** against any sums **ROI-IT** owes Customer. Customer shall have no right to any credits, deductions or offsets without prior written approval from **ROI-IT**.

10.3 BINDING EFFECT. All rights, remedies and liabilities herein given to or imposed upon the parties shall extend to, inure to the benefit of and bind, as the circumstances may require, the parties and their respective heirs, personal representatives, successors and, insofar as these terms is assignable by the terms hereof, assigns.

10.4 ATTORNEYS' FEES. If litigation is commenced by either party to enforce any provision of these terms, or by reason of any breach of these terms, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees, which shall include, and not be limited to any appeal.

10.5 BUDGET ACT AND FISCAL FUND OUT: In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Agreement between the parties shall not exceed those monies appropriated and approved by Customer for the then current fiscal year under the Local Government Budget Act. The Agreement shall terminate and Customer's obligations under it shall be extinguished at the end of any of Customer's fiscal years in which Customer'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 the Agreement. Customer agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Agreement. In the event this Section is invoked, the Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Customer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

10.6 APPLICABLE LAW. This agreement shall be interpreted and construed in accordance with the laws of the State of Nevada, without giving effect to its principles of conflicts of law.

10.7 ENTIRE AGREEMENT. These Standard Terms and Conditions constitute the entire agreement between the parties with respect to this subject matter, and supersede all prior and contemporaneous discussions, communications and agreements with respect thereto. There shall be no force or effect to any different or additional terms of any related purchase order, confirmation or similar form even if signed by the parties after the date hereof.

ROI-IT Standard Terms and Conditions

The representative signature below hereby attests and acknowledges that he or she is duly authorized and has the legal capacity to execute and authorize these Standard Terms and Conditions

Accepted and Agreed to by:

For: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	**For:** ROI-IT
Signature of Authorized Signatory	**Signature of Authorized Signatory**
Mason Van Houweling **Printed Name of Signatory**	**Printed Name of Signatory**
Chief Executive Officer **Title**	**Title**
Date	**Date**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment One to Service Agreement with Cloudmed Solutions LLC**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment One to Service Agreement with Cloudmed Solutions LLC for revenue recovery services, exercise the extension option and execute future Statements of Work within his yearly delegation of authority; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000851000
Funded Pgm/Grant: N/A
Description: Revenue Recovery Services
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: Amendment 1 – extend from 10/31/2021 through 10/30/2022
Amount: Amendment 1 – additional estimated $603,000 for the Term of the Agreement; estimated potential aggregate since inception of Agreement is $1,003,000

- **Medicare Bad Debt:**
  i. Retrospective – 20% contingency-based; estimated total cost for the Term of the Agreement is $153,000
  ii. Prospective:
    a. $65,000 for cost report period ending 6/30/2021
    b. $60,000 for cost report period ending 6/30/2022
    c. $60,000 for cost report period ending 6/30/2023
- **SSI Redetermination:** 20% contingency-based; estimated total cost for the Term of the Agreement is $245,000
- **Transfer DRG Recovery and IME/Shadow Billing:** 20% contingency-based; no additional funding needed; previously funded/approved by the Governing Board in 2018
- **Travel:** NTE $10,000 per year or NTE $20,000 potential aggregate for two (2) years

Out Clause: 30 days w/o cause

Cleared for Agenda
October 27, 2021

Agenda Item #
9

BACKGROUND:

On October 31, 2018, the Governing Board approved the Service Agreement with Cloudmed Solutions LLC (previously called Revint Solutions) ("Cloudmed") to perform a remote revenue recovery review of all relevant Medicare and Medicare Advantage transfer cases to identify and recover any lost monies that are rightfully due to UMC. Cloudmed utilized a combination of proprietary software and professionals with an extensive understanding of the workings of both the acute and post-acute care industries. The review covered all Medicare, Medicare Advantage, and Tri-care claims on a retrospective basis where patients were discharged with a Transfer Diagnosis Related Group for Federal Fiscal Years 2014 to 2017, and on a go-forward basis, beginning with Federal Fiscal Year 2018, for the Term of the Agreement. Cloudmed also identified Medicare Advantage claims, beginning with beneficiaries treated in Federal Fiscal Year 2018 and through the Term of the Agreement, where additional revenue opportunities exist due to unbilled Indirect Medical Education (IME) Shadow Billing claims.

This Amendment One requests the following:

1) Update the business name from Revint Solutions to Cloudmed.
2) Exercise the first (1st) of two (2) extension options to reflect a new ending date of October 30, 2022.
3) Utilize Cloudmed on the following services (adding two new Statements of Work):
   (a) Medicare Bad Debt (new) – review Retrospective MBD for the cost report periods ending 6/30/2016 through 6/30/2020, and Prospective MBD for the cost report periods ending 6/30/2021 through 6/30/2023.
   (b) SSI Redetermination (new) – review cost report periods ending 6/30/1988 through 6/30/2023.
   (c) Transfer DRG Recovery – perform retrospective lookback of four (4) CMS Calendar Years and/or whatever is permissible per CMS guidelines, and identify and research all traditional Medicare Part A and Medicare Managed Care claims that are billed with a DRG.
   (d) IME/Shadow Billing – review Closed Accounts from all Payors (excluding Medicare) to identify Medicare Advantage beneficiaries to support Medicare claim submissions.
4) Request additional funding estimated at $603,000 total for the Term of the Agreement.
5) Add Personnel On-Site and Travel policies.

Staff also requests authorization for the Hospital CEO to exercise the remaining extension option at his discretion if deemed beneficial to UMC, and execute future Statements of Work within his yearly delegation of authority.

UMC will reimburse Cloudmed a 20% contingency fee for all monies recovered for the following reviews: (1) Medicare Bad Debt (Retrospective); (2) SSI Redetermination; (3) Transfer DRG Medicare Advantage & Medicare Fee for Service; and (4) IME/GME. Cloudmed will also be compensated at fixed rates for Medicare Bad Debt (Prospective) reviews totaling $185,000.

For the performance of services, the estimated net recovery to UMC after payment of respective fees to Cloudmed is $4,275,000 for the Term of the Agreement.

UMC's Assistant Controller has reviewed and recommends approval of this Amendment. This Amendment 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 Amendment was reviewed by the Governing Board Audit and Finance Committee at their October 20, 2021 meeting and recommended for approval by the Governing Board.

AMENDMENT ONE TO SERVICE AGREEMENT

This Amendment One ("Amendment") is made and entered into as of this 27th day of October, 2021, 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**" or "**Client**") and CLOUDMED SOLUTIONS LLC (hereinafter referred to as "**COMPANY**" or "**Cloudmed**").

RECITALS:

WHEREAS, Implementation Management Assistance, LLC d/b/a Revint Solutions and HOSPITAL entered into a Service Agreement dated October 31, 2018 (hereinafter referred to as "**Agreement**") for revenue recovery services;

WHEREAS, in October 2020, Revint Solutions merged with Triage Consulting Group, Inc. and both rebranded to Cloudmed Solutions LLC; and

WHEREAS, HOSPITAL and Cloudmed desire to amend the Agreement with this Amendment One to include additional Statements of Work and extend the Term.

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 to amend the Agreement as follows:

1. Throughout the Agreement and the Business Associate Agreement, any and all reference to "Implementation Management Assistance, LLC d/b/a Revint Solutions" shall be deleted and replaced with "Cloudmed Solutions LLC".

2. Section I, Term of Agreement, HOSPITAL elects to exercise the first (1st) of two (2) extension options to reflect a new termination date of October 30, 2022.

3. Section II.A.1, Compensation, shall be deleted in its entirety and replaced with the following:

   HOSPITAL agrees to pay COMPANY for the performance of services described in the Statements of Work (**Exhibit A**) for the estimated amount of **$983,000** for the Term of the Agreement. It is expressly understood that all services 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 fees, payable to COMPANY as follows:

   a. **Medicare Bad Debt:**
      i. Retrospective – estimated total cost for the Term of the Agreement is $153,000
      ii. Prospective:
         - $65,000 for cost report period ending 6/30/2021
         - $60,000 for cost report period ending 6/30/2022
         - $60,000 for cost report period ending 6/30/2023

   b. **SSI Redetermination for Years 1997-2018:** estimated total cost for the Term of the Agreement is $245,000

   c. **Transfer DRG Recovery and IME/Shadow Billing:** estimated total cost for the Term of the Agreement is $400,000

4. Add new Section V.H, Responsibility of Company, as follows:

   H. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, I-179 Policy, I-66 Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site 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.

5. Add new Section XVI.S, Miscellaneous, as follows:

   S. Travel. For pre-approved on-site travel by HOSPITAL, COMPANY will be reimbursed for actual travel expenses including airfare, car rental, ground transportation, parking, meals and lodging. All expenses must be reasonable and supported by written receipts. COMPANY agrees to comply with HOSPITAL's Travel Reimbursement policy. Travel expenses shall not exceed $10,000.00 per year.

6. Exhibit A, Scope of Work, shall be deleted in its entirety and replaced with the attached Exhibit A, Statements of Work for (i) Medicare Bad Debt, (ii) SSI Redetermination, and (iii) Transfer DRG Recovery and IME/Shadow Billing.

7. This Amendment 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 the Amendment electronically (including without limitation by facsimile transmission or by emailing its signature in portable document format [PDF] or similar electronic format), which will be legally effective and enforceable.

8. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect provided however, that if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this Amendment, the terms and conditions of this Amendment shall govern, prevail, and control. All references to the Agreement shall include this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment One as of the date first set forth above.

HOSPITAL:
UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: _____
Mason Van Houweling
Chief Executive Officer

COMPANY:
CLOUDMED SOLUTIONS LLC

By: _____
Lee Rivas, Jr.
Chief Executive Officer

cloudmed

EXHIBIT A

Medicare Bad Debt Statement of Work

Medicare Bad Debt Services: Cloudmed will provide Medicare Bad Debt ("MBD") services ("Services") for Client as follows for Client facilities set forth herein.

- Retrospective MBD for the cost report period(s) ending 6/30/2016 through 6/30/2020.
- Prospective MBD for the cost report period(s) ending 6/30/2021 through 6/30/2023.

Definitions: The following terms when used in this Statement of Work ("SOW") have the meanings set forth below:

- "MAC" is defined as the Medicare Administrative Contractor.
- "Cloudmed Universal Data Specifications" are the data files required to be transmitted to Cloudmed by Client in accordance with Cloudmed's data requirements to perform Services under this SOW. These data files include all Open and Closed accounts.
- "Additional Net Reimbursement Value" is the difference between the Pre-Cloudmed MBD Reimbursement and the Post-Cloudmed MBD Reimbursement. Any audit adjustments not related to Cloudmed's findings will not reduce Cloudmed's findings.
- "Pre-Cloudmed MBD Reimbursement" is defined as the MBD reimbursement using the latest filed, amended, or NPR'd Medicare cost report as of the date of this SOW.
- "Post-Cloudmed MBD Reimbursement" is defined as the Pre-Cloudmed MBD Reimbursement plus the additional claims identified in Cloudmed's delivered listings.
- "Standard Operating Procedures" are additional mutually agreed upon project and scope criteria established between Client and Cloudmed that may be established outside of this SOW.

Scope of Work:

- For retrospective reviews, Cloudmed will conduct an assessment phase to determine the range of potential MBD value of completing the review.
- During the List Development Phase for both retrospective and prospective reviews, Cloudmed will perform substantial statistical sampling of reimbursable MBD accounts identified to ensure the accuracy and appropriateness of the MBD amounts. At the conclusion of this phase, Cloudmed will deliver detailed MBD listings to Client for each applicable Medicare cost reporting period.
- Self-Pay MBD Accounts at Outside Collection Agency ("OCA") – As Medicare regulations now require that a hospital cannot claim self-pay MBD until it has been returned from the OCA, determining the exact amount of Client's self-pay MBD that remains at the OCA is an important component of Cloudmed's MBD Services. Therefore, Cloudmed's MBD Services include a comparison of the accounts sent to an OCA with those accounts that have subsequently been returned. In certain instances, Cloudmed may identify additional reimbursable MBD accounts that, due to Medicare requirements, will need to be incorporated into Client's later Medicare cost report filings. For contingency-based reviews, these accounts will be included in the Post-Cloudmed MBD Reimbursement number and subject to the contingency fee.
- It is Client's responsibility to review, modify, and submit the required documentation to the Medicare Administrative Contractor ("MAC") for its review.
- Cloudmed will support Client during the MAC audit of any of Cloudmed's findings during the Audit

Support Phase described herein.

Client Responsibilities:

- For retrospective reviews, provide a detailed MBD claims list to baseline and identify the individual patient accounts as submitted in Client's most recent cost report, amendment, or Notice of Program Reimbursement ("NPR") (whichever is later) as of the date of this SOW. At a minimum, the detailed MBD claims list should include the account number and the amount of bad debt associated with each account number. There will be one (1) submission of the detailed MBD claims list as identified above by Client to Cloudmed. That submission will be considered comprehensive and unalterable as it pertains to the determination of the Additional Net Reimbursement Value. If Client fails to provide baseline detail, Cloudmed will calculate its contingency rate based on Client's Pre-Cloudmed MBD Reimbursement.

- Provide, within six (6) months of execution of this SOW by Client, all data to Cloudmed that is necessary to provide the Services in the Cloudmed Universal Data Specifications format (collectively, the "Client Data") on a weekly automated data feed or as otherwise agreed by the parties. Client represents and warrants that the Client Data will be free from compliance issues including, but not limited to, errors in baseline or days from previous fiscal year.

- Provide assistance by Client IT staff for both the extraction and secure FTP of necessary project data files as well as VPN setup with read-only access to key patient accounting system(s). Client patient accounting and reimbursement resource assistance will be required for ad-hoc requests around process and account-specific questions.

- Notify Cloudmed within ten (10) business days of Client's receipt of MBD listings of any issues or concerns. 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, modify, and submit the required documentation based on Cloudmed's findings to the MAC for its review. Submit any request for reopening based on Cloudmed's findings in a timely manner for all retrospective MBD Services.

Cloudmed Responsibilities:

Perform all work required to meet the objectives of this SOW, including the Services set forth in the "Scope of Work" section above.

Special Terms:

- If this SOW is terminated for convenience prior to its completion, Cloudmed will, at Client's request, continue to participate in the audit phase with respect to each cost report listing delivered by Cloudmed, until issuance of the NPR. In such instance, Client shall continue to provide Client Data and access with respect to such accounts through completion of the audit, and verification of amounts paid on NPR. Client's payment obligations hereunder survive termination of this SOW or the Agreement.

- Any compliance issues raised by the MAC for previously submitted/audited claims preventing payment, missed reopening by Client, or election by Client not to use Cloudmed's findings, will entitle Cloudmed to the fees set forth below.

- Client agrees that Cloudmed cannot and does not warrant or guarantee that the MAC will accept the submitted information, and in certain instances appeals or other remedies may be required, assistance with which is not included in the Services.

- The prospective MBD Services under this SOW will include only those accounts returned from collections and actually deemed worthless during the corresponding cost report year. Any other

MBD accounts identified by Cloudmed at the collection agency(ies) that can be returned and claimed in a future year will fall under the contingency fee portion of the retrospective review.

Fees: Client shall pay Cloudmed as follows:

Retrospective: 20% contingency rate applied to the Additional Net Reimbursement Value for each cost report period and facility.	• 50% upon delivery of the patient-level listings for inclusion in the reopening requests or amended cost reports. • 50% at the time each cost report is issued an NPR and will be adjusted for any audit adjustments that change the amount of the original projected contingency fee.
Prospective: A flat fee per facility, as follows: • $65,000 for cost report period ending 6/30/2021 • $60,000 for cost report period ending 6/30/2022; and • $60,000 for cost report period ending 6/30/2023	• 50% of Year 1 fees upon execution of this SOW. • 50% of Year 1 fees upon the delivery of Cloudmed's detailed MBD claims listing for inclusion in the filed cost report(s). • 100% of subsequent year fees upon the delivery of Cloudmed's detailed MBD claims listing for inclusion in the filed cost report(s).

The rates set forth in this SOW are contingent upon Client signing the Transfer DRG Recovery and IME/Shadow Billing Statement of Work between the parties by November 1, 2021.

Included Client Facilities:

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

Pursuant to Section XVI(E) of the Agreement, Client hereby consents to the assignment of the Agreement and all related exhibits, addenda, amendments, and statements of work ("Related Agreements") to Cloudmed. All references to "Implementation Management Assistance, LLC d/b/a Revint Solutions" or "Revint Solutions" in the Related Agreements are deleted and replaced with "Cloudmed Solutions LLC" or "Cloudmed" respectively.

Services rendered under this SOW are subject to the Service Agreement dated effective as of October 31, 2018 between University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes and Implementation Management Assistance, LLC d/b/a Revint Solutions.

Agreed and Accepted:

CLOUDMED:

Cloudmed Solutions LLC

October 14, 2021

Signature Date

Lee Rivas, Jr., CEO

Print or Type Name and Title

CLIENT:

University Medical Center of Southern Nevada

Signature Date

Mason Van Houweling, CEO

Print or Type Name and Title

cloudmed

Client Accounts Payable (AP) Information:
AP Email Address: _____
AP Mailing Address: _____
Billing Contact Name: _____
Billing Contact Email: _____
Billing Contact Phone: _____
ACH/Wire Instructions: _____
Purchase Order Number, if applicable: _____

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cloudmed

SSI Redetermination Statement of Work

SSI Redetermination Services: Cloudmed will provide Supplemental Security Income ("SSI") Re-Determination ("SSIRD") services (the "Services") to determine the financial impact of realigning Client's SSI percentage from the Federal Fiscal Year to Client's Hospital Fiscal Year. At Client's request, Cloudmed will prepare the Medicare cost report reopening request, and any related correspondence required by the Medicare Administrative Contractor ("MAC"). This Statement of Work ("SOW") will cover SSIRD Services for the cost report period(s) ending 6/30/1988 through 6/30/2023, for Client facilities set forth herein.

Definitions: The following terms when used in this SOW have the meanings set forth below:

- "MAC" is defined as the Medicare Administrative Contractor.
- "Standard Operating Procedures" are additional mutually agreed upon project and scope criteria established between Client and Cloudmed that may be established outside of this SOW.

Scope of Work:

Cloudmed will obtain all necessary Medicare cost report data to determine whether reopening requests would yield a positive financial result for Client, recommend re-openings where appropriate, and draft the associated documentation.

Client Responsibilities:

- Where Medicare cost report data is not available through publicly accessible means (generally 1988-1995), Client will provide Cloudmed with necessary cost report data and complete the appropriate forms (with assistance from Cloudmed, if necessary) for Cloudmed to access LDS MedPar files, to initiate the engagement.
- Notify Cloudmed within ten (10) business days of Client's receipt of SSIRD recommendations of any issues or concerns. 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.
- For cost report periods reviewed by Cloudmed for which a Notice of Program Reimbursement ("NPR") has not yet been issued or re-issued as of the date of this SOW, Client will notify Cloudmed once each cost report NPR has been issued, so that Cloudmed can rerun the data to ensure a positive result, update reopening letter(s), and documentation previously delivered to Client, if necessary.
- Promptly submit the cost report reopening request(s) to the MAC based on Cloudmed's findings.

Cloudmed Responsibilities:

- Obtain all necessary Medicare cost report (1996 – present) and LDS Medpar data through the CMS portal and/or costreportdata.com. For any years where cost report data is unavailable and Client is not able to provide, Cloudmed will submit a Freedom of Information ("FOI") request to obtain said documentation upon written approval from Client.
- Calculate the impact of a realignment for each cost report year.
- Present results for each cost report year to Client. For those years that do not provide a positive result, reopening requests will not be recommended.
- Draft and provide to Client, reopening letters with all required documentation, for those years that do provide a positive result, for Client's submission to the MAC.

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Fees: Client shall pay Cloudmed the follow fees for the Services:

20% contingency fee, per cost report period, per hospital, based on the positive variance generated.	100% due as additional funds are received by Client per facility and cost report period, as evidenced by receipt of a Medicare NPR, for each of Client's cost report period(s).

The rates set forth in this SOW are contingent upon Client signing the Medicare Bad Debt Statement of Work between the parties by November 1, 2021.

Special Terms:

- If this SOW is terminated prior to issuance of an NPR for every reopening request filed based on Cloudmed's recommendations, Client's payment obligations hereunder survive such termination.
- Missed reopening by Client, or election by Client not to use Cloudmed's findings, will entitle Cloudmed to the fees set forth above.

Included Client Facilities:

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

Services rendered under this SOW are subject to the Service Agreement dated effective as of October 31, 2018 (the "Agreement") between University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes and Cloudmed.

Agreed and Accepted:

CLOUDMED:

Cloudmed Solutions LLC

October 14, 2021

Signature Date

Lee Rivas, Jr., CEO

Print or Type Name and Title

CLIENT:

University Medical Center of Southern Nevada

Signature Date

Mason Van Houweling, CEO

Print or Type Name and Title

Client Accounts Payable (AP) Information:

AP Email Address: _____

AP Mailing Address: _____

Billing Contact Name: _____

Billing Contact Email: _____

Billing Contact Phone: _____

ACH/Wire Instructions: _____

Purchase Order Number, if applicable: _____

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CLOUDMED SERVICE ORDER	
Organization: University Medical Center of Southern Nevada	
Address: 1800 W. Charleston Blvd., Las Vegas, NV 89102	**Primary Contact/Title: Steven Hughey**
Phone: 702-383-1899	**Billing Contact/Title: Assistant Controller**
Email: Steven.Hughey@umcsn.com	**Service Order Date: 9/20/2021**

CLOUDMED REVENUE INTELLIGENCE™ ACCELERATION SUITE	
Solution	**Scope**
☐ **Denials Recovery**	☐ All Denials ☐ DRG Down-Code Denials/Audits ☐ Line-Item Denials/Audits
☐ **Complex Claim Referrals**	
☐ **AR Recovery**	☐ Day ___ A/R Resolution/Safety Net ☐ All ☐ VA ☐ WC, MVA and other TPL ☐ System Conversion
☐ **Workers' Compensation**	☐ California ☐ Other States: _____

CLOUDMED REVENUE INTELLIGENCE™ ACCELERATION SUITE	
Solution	**Scope**
☐ **DRG Validation**	☐ Pre-bill ☐ Retrospective
☐ **Charge Capture**	☐ Hospital IP/OP ☐ Physician Billing
☐ **Underpayment Recovery - Hospital**	☐ Primary review ☐ Secondary review ☐ One Time Retro Review
☐ **Underpayment Recovery - Physician**	☐ Primary review ☐ One Time Retro Review
☒ **Transfer DRG - Medicare**	☒ Secondary Medicare Fee-For-Service ☐ One Time Retro Review (past 4 FY) beginning _____. ☐ Prospective beginning _____.
☒ **Transfer DRG - Medicare Advantage**	☒ Primary review ☐ Secondary review ☐ One Time Retro Review (past FY) ☐ Prospective beginning _____.

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☐ **Blue Card**	☐ Retrospective Review

CLOUDMED REVENUE INTELLIGENCE™ GOVERNMENT NAVIGATION SUITE	
Solution	**Scope**
☐ **Medicare Bad Debt**	☐ Prospective beginning with cost report period(s) ending _____ ☐ Retrospective for cost report period(s) ending _____
☐ **Disproportionate Share Hospital**	☐ Prospective beginning with cost report period(s) ending _____ ☐ Retrospective for cost report period(s) ending _____
☐ **S-10 Worksheet**	☐ Prospective Review
☐ **SSI Redetermination**	☐ One Time Retro Review for cost report period(s) ending _____
☐ **340B Discovery**	☐ Primary review beginning _____. ☐ Secondary review beginning _____. ☐ One Time Retro Review for the period _____ through _____.
☒ **IME/Shadow Billing**	☒ Primary review ☐ Secondary review ☐ One-time retrospective review beginning _____

CLOUDMED REVENUE INTELLIGENCE™ AUTOMATION SUITE	
Solution	**Scope**
☐ **Robotic Process Automation**	☐ Platform ☐ Claims Status
☐ **Coverage Discovery**	☐ Primary review ☐ Secondary review ☐ One Time Retro Review

OTHER CLOUDMED SERVICES	
Solution	**Scope**
☐ **Litigation Support Services**	☐ Settlement Support ☐ Expert Witness
☐ **Uncompensated Care Policy Review**	

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Services will be rendered subject to each Statement of Work and the Agreement.

CLOUDMED:	**CLIENT:**
Cloudmed Solutions LLC	**University Medical Center of Southern Nevada**
October 14, 2021	
Signature Date	Signature Date
Lee Rivas, Jr., CEO	Mason Van Houweling, CEO
Print or Type Name and Title	Print or Type Name and Title

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Transfer DRG Recovery and IME/Shadow Billing Statement of Work

Transfer DRG Recovery: Cloudmed's Transfer DRG ("TDRG") Recovery service is a single solution that leverages proprietary software, expertly developed technologies, and exceptionally trained staff to review all Medicare Part A and all Medicare Managed Care accounts billed with a DRG subject to Acute Care transfer payment reduction. Our comprehensive approach includes reviewing all transfer eligible DRGs paid at per diem rates to determine if the discharge status code at final bill should be adjusted based on a patient's discharge to home or otherwise not to post-acute care. Beyond recovering additional revenue, we provide value-add compliance and trend reporting, and ongoing compliance education.

IME/Shadow Billing: Cloudmed's Indirect Medical Education/Shadow Billing ("IME/SB") service identifies Medicare Advantage Beneficiaries that require information only on claims to be submitted to Medicare. Our review encompasses Closed Accounts for all patients who may have been covered by Medicare Advantage or other Medicare Managed Care products, commercial plans, Workers' Compensation, and/or motor vehicle insurance for appropriateness and support for submission of information only on claims to Medicare.

Definitions: The following terms when used in this Statement of Work ("SOW") have the meanings set forth below:

- "Acute Care" means inpatient hospital claims billed at the medical/surgical or higher level of care.
- "Payor(s)" shall mean commercial plans, HMO/PPO, Medicare Advantage or other Medicare Managed Care plan, Medicaid or Medicaid Managed Care, CHAMPUS, TRICARE, VA, Workers' Compensation, Auto insurance, or any other plan or organization that is financially responsible for hospital services.
- "Closed Accounts" are those patient accounts with one of the following:
  Zero insurance receivables balance
  Credit balances
  Bad Debt balances
  Balances due only from the patient
- "Open Accounts" are those patient accounts where Client is pursuing a balance due from a Payor. These include accounts with a balance as indicated in Client's accounts receivable system, and/or system notes, and/or those included in a specific out-of-scope account listing, agency code, or status as indicated by Client.
- "Cloudmed Universal Data Specifications" are the data files required to be transmitted to Cloudmed by Client in accordance with Cloudmed's data requirements, including without limitation, a patient's Social Security or Medicare Beneficiary Identifiers, and all necessary data to perform services under this SOW. These data files include all Open and Closed Accounts.
- "Standard Operating Procedures" are additional mutually agreed upon project and scope criteria established between Client and Cloudmed that may be established outside of this SOW.
- "Recoveries" includes (i) for TDRG, all monies recovered by Client for traditional Medicare or Medicare Advantage accounts from performance of the services, and (ii) any IME/GME impact as a result of Cloudmed's services as evidenced within the Medicare system.

Scope of Work:

- For Transfer DRG services, scope will include a retrospective lookback of four (4) CMS Calendar Years and/or whatever is permissible per CMS guidelines.
- Transfer DRG: Cloudmed shall identify and research all traditional Medicare Part A and Medicare Managed Care claims that are billed with a DRG subject to an Acute Care transfer payment reduction and validate whether the appropriate discharge status was assigned.

- IME/Shadow Billing: Cloudmed shall review Closed Accounts from all Payors (excluding Medicare) to identify Medicare Advantage beneficiaries where the opportunity exists to submit information only on claims to Medicare. Services include, but are not limited to, review of Medicare Advantage patients with missing information, patients potentially misclassified as covered by one or more Payors, and Workers' Compensation and Auto patients who have Medicare Advantage eligibility. Under these services, Cloudmed will obtain and provide to Client the key missing information (e.g. MBI numbers) to support submission of information only on bills to Medicare.

- Client and Cloudmed may establish in writing those mutually agreed upon Standard Operating Procedures to align with Client specific project and scope criteria.

Client Responsibilities:

- Provide data that meets Cloudmed Universal Data Specifications from Client's information systems which include account specific information that is reasonably required to perform the services. The data files shall be provided at a cadence agreed upon by the parties during implementation, which at a minimum would be monthly.

- Provide Direct Data Entry ("DDE") Access: Cloudmed requires DDE Access to validate the claims were processed as recommended, assist with any incorrect claim or claims determination by the MAC, and ensure all recommended claims for billing/re-bill were processed and paid correctly.

- Provide read and print remote system access to Client's electronic medical record systems for Client users.

- Transfer DRG: Client shall perform its own due diligence of Cloudmed's findings and shall notify Cloudmed within ten (10) business days of receiving Cloudmed's report and re-bill recommendations, of its approval or disapproval for Cloudmed (and/or) Client to re-bill the claims through DDE.

- IME/Shadow Billing: Client shall review Cloudmed's information only billing recommendations which include all information necessary to re-bill, and upon agreement, Client will bill Medicare.

Cloudmed Responsibilities:

- Perform all work described herein to meet the objectives of this SOW.

- TDRG: Provide Client with a detailed report listing the claims recommended for Transfer DRG re-billing with supporting documentation. Reports shall include executive summary of Cloudmed's findings, analysis of trends in Transfer DRG data, and details of any other relevant observations.

- TDRG: Cloudmed shall meet with Client's team to review Cloudmed's findings and recommendations. Client performs its own due diligence to verify Cloudmed findings.

- TDRG: Cloudmed may need to contact select providers on behalf of Client to identify if post-Acute Care services were provided.

- TDRG: As a "value-add" nonchargeable service to Client, Cloudmed shall review all of Client's patients discharged to home (status code "01") to ensure that the accounts were billed and paid properly. If Cloudmed identifies any situations where Client was incorrectly overpaid, Cloudmed shall include these findings in its final report.

- IME/SB: Provide Client with a detailed report identifying claims that require information only claims be submitted to Medicare, including all data elements required for information only submissions.

- IME/SB: Cloudmed shall meet with Client's team to review Cloudmed's findings and

recommendations. Client performs its own due diligence to verify Cloudmed findings.

- Provide Client periodic detailed reports that include TDRG and IME/SB trends, root cause analysis, and recommendations of policies, and industry best practice recommendations around TDRG and IME/SB best practices and compliance education.

Term:

This SOW shall commence on the date of last signature hereto and shall remain in force coterminous with the Term of the Agreement.

Fees:

Client shall pay Cloudmed the following contingency fee percentages calculated on related Recoveries:

Primary Transfer DRG	**Medicare Advantage – 20%** of all Recoveries for Medicare Advantage accounts.	Quarterly
Secondary Transfer DRG	**Medicare Fee for Service Secondary Vendor Reviews – 20%** of all Recoveries for traditional Medicare accounts. Value-add Reporting and Compliance Education will only be provided in conjunction with the first deliverable.	Quarterly
Primary IME/SB	**20%** of all Recoveries.	Quarterly

Included Client Facilities:

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

Services rendered under this SOW are subject to the Service Agreement dated effective as of October 31, 2018 (the "Agreement") between University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes and Cloudmed.

Agreed and Accepted:

CLOUDMED:

Cloudmed Solutions LLC

October 14, 2021

Signature Date

Lee Rivas, Jr., CEO

Print or Type Name and Title

CLIENT:

University Medical Center of Southern Nevada

Signature Date

Mason Van Houweling, CEO

Print or Type Name and Title

Client Accounts Payable (AP) Information:

AP Email Address: _____

AP Mailing Address: _____

Billing Contact Name: _____

Billing Contact Email: _____

Billing Contact Phone: _____

ACH/Wire Instructions: _____

Purchase Order Number, if applicable: _____

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☑ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply) N/A						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed: 4

Corporate/Business Entity Name:	Cloudmed Solutions LLC	
(Include d.b.a., if applicable)		
Street Address:	1100 Peachtree Street, Suite 1550	**Website:** https://www.cloudmed.com/
City, State and Zip Code:	Atlanta, GA 30309	**POC Name:** Guyan Randall, Regional Vice President of Cloudmed **Email:** guyan.randall@cloudmed.com and contracts@cloudmed.com
Telephone No:	484-840-1984	**Fax No:** N/A
Nevada Local Street Address: **(If different from above)**	N/A; we have 4 employees that work remotely from their homes located in Clark County, Nevada	**Website:** https://www.cloudmed.com/
City, State and Zip Code:		**Local Fax No:** N/A
Local Telephone No:		**Local POC Name:** N/A **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 of Officers/Management	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Lee Rivas, Jr.	Chief Executive Officer	
Kyle Hicok	President	Please refer to Cloudmed Solution LLC's list of managing officers
Jennifer Williams	Chief Finanical Officer	
Jack Qian	Vice Presldent	
Brian Murphy	Vice President	

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.

Lee Rivas
Signature

Lee Rivas, Jr.
Print Name

Chief Executive Officer
Title

10/11/2021
Date

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Coding Services Agreement with Excite IT Partners, LLC d/b/a Excite Health Partners**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Coding Services Agreement with Excite IT Partners, LLC d/b/a Excite Health Partners for remote coder services, exercise any extension options and execute future amendments within his yearly delegation of authority; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000870000
Funded Pgm/Grant: N/A
Description: Remote Coder Services
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: 10/27/2021 to 10/26/2024 with two 1-year options
Amount: NTE $150,000 per year or NTE $750,000 for five (5) years
Out Clause: 30 days w/o cause

BACKGROUND:

This request is to enter into a new Coding Services Agreement ("Agreement") with Excite Health Partners ("EHP") to provide 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. 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, and execute future amendments within his yearly delegation of authority.

UMC will compensate EHP the potential aggregate of not-to-exceed $750,000 for five (5) years from October 27, 2021 through October 26, 2024, with the option to extend for two, 1-year periods. UMC has the option to terminate this Agreement for convenience with a 30-day written notice.

UMC's Health Information Management Director has reviewed and recommends approval of this Agreement. 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 October 20, 2021 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
October 27, 2021

Agenda Item #
10

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

CODING SERVICES AGREEMENT

EXCITE IT PARTNERS, LLC D/B/A EXCITE HEALTH PARTNERS
NAME OF COMPANY
Scotty Steele, Account Executive
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
502 Washington Ave., Ste. 720 Towson, MA 21204
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(310) 819-1483
(AREA CODE) AND TELEPHONE NUMBER
(XXX) XXX-XXXX
(AREA CODE) AND FAX NUMBER
ssteele@excitehp.com
E-MAIL ADDRESS

CODING SERVICES AGREEMENT

This Coding Services Agreement (the "Agreement") is made and entered into this 27th day of October 2021 ("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 EXCITE IT PARTNERS, LLC D/B/A EXCITE HEALTH PARTNERS (hereinafter referred to as "COMPANY"), for remote Coder services (hereinafter referred to as "PROJECT").

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 budget allowance, as further described herein;

WHEREAS, HOSPITAL desires the PROJECT to be performed remotely by employees of COMPANY;

WHEREAS, COMPANY agrees to provide such employees to perform the PROJECT as defined in **Exhibit A**, Scope of Work; 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 October 27, 2021 through October 26, 2024 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the not-to-exceed annual amount of **$150,000.00, or $750,000.00 total** for the Term of this Agreement. 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.

B. Terms of Payments

1. Payment of monthly invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
2. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
   a. The title of the PROJECT as stated in **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. Any expenses not defined 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 paragraph B.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph B.1 above.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY

performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.

5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

C. HOSPITAL's Fiscal Limitations

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

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly.

B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY (hereinafter called "Employee" or "Employees") in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its Employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and Employees under the personal supervision of the Manager. Should the Manager, or any Employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.

C. COMPANY 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 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 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. It shall be the duty of 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. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:

1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

G. 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.

H. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, I-179 Policy, I-66 Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site 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.

I. Employee Retention. If any Employee assigned to HOSPITAL's work does not perform his or her assigned duties as requested or if HOSPITAL considers Employee's conduct detrimental to HOSPITAL's overall program, COMPANY shall withdraw such Employee immediately upon HOSPITAL's written notification. HOSPITAL shall be responsible to pay COMPANY for the period of time Employee was assigned to HOSPITAL's work.

J. Employee Selection; Direction and Control. Employees shall be selected by COMPANY in accordance with COMPANY's understanding of HOSPITAL's technical requirements. Because these requirements are subject to interpretation, final acceptance of Employees remains HOSPITAL's responsibility. After assignment, Employees shall perform under HOSPITAL's technical direction and control.

K. 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, **Ginger Crawford, Health Information Management Director**, telephone number **(702) 383-2231** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.

C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.

D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

A. Time is of the essence of this Agreement.

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

SECTION IX: TERMINATION

A. Termination

1. Termination for Cause

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

a. Not less than thirty (30) calendar days written notice of intent to terminate; and

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

2. Termination for Convenience

a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate; and

b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and

ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.

b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all

deliverables as provided in Section V paragraph G.

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, email or facsimile, at the following addresses:

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

TO COMPANY: Excite Health Partners
Attn: Julian Mitchell, Managing Partner
502 Washington Ave., Ste. 720
Towson, MD 21204

SECTION XII: MISCELLANEOUS

A. Amendments

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

B. Independent Contractor

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

C. Immigration Reform and Control Act

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

D. Public Funds / Non-Discrimination

COMPANY acknowledges that HOSPITAL has an obligation to ensure that public funds are not used to subsidize private

discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of this Agreement, terminate this Agreement, and designate COMPANY as non-responsible.

E. Assignment

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

F. Indemnity

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

G. Governing Law / Venue

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

H. Covenant Against Contingent Fees

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

I. Gratuities

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

J. Audits

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

K. Covenant

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

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

L. Confidential Treatment of Information

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

COMPANY informs its Employees that private or proprietary information of its clients may become available to them. COMPANY instructs its Employees to maintain such confidentiality and, where requested, requires that Employees agree in writing substantially as follows:

> All information (pertaining to Company's or its clients' inventions, designs, tools, equipment, unpublished written materials, plans, processes, costs, methods, systems, improvements, or other private or proprietary matters) that is obtained by employees in the performance of their work and that is not publicly disclosed by Company or its clients shall be considered as private and proprietary to Company or to its clients, whichever supplies or provides such information. Employees shall not, at any time during or after such employment, disclose such information or the nature of the service that they render for Company or its clients, except to authorized representatives of Company or its clients.
>
> The foregoing provisions in this paragraph shall be for the benefit of both Company and its clients to whose work Company's employees are assigned, and either Company or its clients shall have all rights and remedies to enforce such provisions.

COMPANY will assign to HOSPITAL, where requested, all of COMPANY's rights and remedies under all of these confidentiality provisions.

M. Inventions and Discoveries

COMPANY requires each of its Employees to execute an agreement that assigns to COMPANY, or its nominee, all and any discoveries and/or inventions as specified in the following two (2) paragraphs. COMPANY will assign to HOSPITAL, as its nominee, COMPANY's rights under these agreements. The agreement states in part as follows:

> All and any discoveries and/or inventions (which shall include improvements and modifications, but shall not be limited thereto) relating to work performed by employees, or relating to matters disclosed to employees in connection with work to be performed, or suggested by such matters, whether or not patentable, which discoveries and/or inventions are made or conceived by employees, solely or jointly with others, during the term of their employment (regardless of whether conceived or developed during working hours), or during a period of one (1) year thereafter, shall be the property of Company or its nominee. Such discoveries and/or inventions shall be promptly disclosed to Company.
>
> Company, or its nominee, shall have the right to file and prosecute, at its own expense, all patent applications, whether U.S. or foreign, on said discoveries and/or inventions. Employees shall, during their employment and at any time or times thereafter, provide to Company or its nominee all documents, information, and assistance requested for the filing or prosecution of any such patent application, for the preparation, prosecution, or defense of any legal action or application pertaining to such discoveries and/or inventions, and for the assignment or conveyance to Company, or its nominee, of all right, title, and interest in and to such discoveries and/or inventions, patent applications, and patent letters issuing thereon. Employees shall, in addition to the foregoing, upon request by Company, execute and deliver to Company such agreements, pertaining to discoveries and/or inventions, as may at any time during the period of employees' employment, be requested of Company by clients, to whose work employee is assigned.

N. 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.

O. Non-Excluded Healthcare Provider

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

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

P. Public Records

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

Q. Accounting Records

COMPANY shall maintain complete and accurate accounting records in accordance with standard accounting practice to substantiate all charges hereunder. Such records may include payroll records, job cards, attendance records, and summaries, and COMPANY shall retain such records for a period of three (3) years from date of final invoice.

R. Time Records

COMPANY will provide each Employee with access to COMPANY's online time tracking system ClickTime in order to submit their hours worked on a weekly basis. Such time entries shall be maintained by Employee on a daily basis, and at the end of each week, the hours of work for each Employee assigned to HOSPITAL's work shall be approved by HOSPITAL in ClickTime. These HOSPITAL-approved time records will be used by COMPANY to pay its Employees and shall be conclusive as to the allowable, billable time to HOSPITAL for each such Employee.

S. Workweek

The workweek for each Employee shall begin at 12:01 a.m. Sunday morning. A minimum of forty (40) hours of work shall be provided by HOSPITAL for each week for each Employee assigned to HOSPITAL's work. This may be reduced to thirty-two (32) hours of work for any week wherein one (1) of COMPANY's six (6) holidays is celebrated. When Employee starts after Sunday of Employee's first week, or is terminated prior to Friday of the final week, this condition shall not be applicable.

T. Holidays

Holiday rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. Time and one-half (1 ½) will be charged for the following holidays:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

U. Overtime

Overtime must have HOSPITAL supervisory approval. Premium overtime at the rate of time and one-half (1 ½) of the straight time rate shall be paid for all hours worked by non-exempt Employees in excess of forty (40) hours in a workweek per Employee, or when required by law or regulation in the place of employment, over eight (8) hours in a workday. Additional premium overtime will be paid when required by relevant law or regulation.

V. Billing Rates

The fixed billing rates listed in **Exhibit A** include the costs of maintaining proper payroll and accounting records, workers' compensation insurance, federal and state unemployment insurance, Social Security, and other applicable payroll taxes, and also the labor rate,

profit, and all overhead and administrative costs to be incurred by COMPANY.

W. 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.

X. Business Associate Agreement

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

Y. Clark County Business License / Registration

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

1. Clark County Business License is Required if:
   a. A business is physically located in unincorporated Clark County, Nevada.
   b. The work to be performed is located in unincorporated Clark County, Nevada.
2. Register as a Limited Vendor Business Registration if:
   a. A business is physically located outside of unincorporated Clark County, Nevada
   b. A business is physically located outside the state of Nevada.

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

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov, go to "Business License Department" (https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php).

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

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

HOSPITAL:		COMPANY:	
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA		EXCITE IT PARTNERS, LLC D/B/A EXCITE HEALTH PARTNERS	
		Julian Mitchell	10/13/2021
By: _____	_____	By: _____	_____
MASON VAN HOUWELING Chief Executive Officer	DATE	JULIAN MITCHELL Managing Partner	DATE

EXHIBIT A
SCOPE OF WORK

Coding Services:

COMPANY shall provide all Coding Services in accordance with applicable laws, rules and regulations and professionally recognized coding guidelines, including without limitation, those standards (1) established pursuant to the Coding Clinic for the International Classification of Disease Clinical Modification approved by the American Hospital Association (AHA), the American Health Information Management Association (AHIMA), Centers for Medicare and Medicaid Services (CMS) and the National Center for Health Statistics (NCHS), or (2) established pursuant to the CPT Assistant as published by the American Medical Association, or (3) recognized under the National Correct Coding Initiative, developed for CMS for use by carriers with respect to claims submitted by HOSPITAL or its affiliates relating to physician or other services reimbursed under Part B of the Medicare program, or (4) otherwise accepted by HOSPITAL as being consistent with professionally recognized standards and approved by the applicable state Health Information Management Association or other appropriate standards bodies. COMPANY shall comply with all applicable HOSPITAL policies and procedures and HOSPITAL coding guidelines that are in adherence to compliance guidelines in the performance of Coding Services.

Coding Fees:

Service / Record Type	Rates Per Hour
Inpatient	$64
Outpatient Surgery / Observation	$60
ED / Ancillary	$58
Professional Fee	$54

Productivity Standards:

The initial eighty (80) hours of each New Coder's assignment will be billed hourly and the productivity standards will be excluded when calculating overall productivity. After the initial eighty (80) hours, COMPANY coding staff will adhere to HOSPITAL's coding production standards. While COMPANY will use reasonable efforts to maintain HOSPITAL's coding productivity standards, both parties acknowledge and agree that issues such as system down-time and incomplete or unclear documentation may affect the productivity rate.

COMPANY Coding Deliverables:

- AHIMA and/or American Academy of Professional Coders (AAPC) certified, experienced, and qualified coding professionals.
    - Hospital Coders must be Certified Coding Specialist (CCS) certified through AHIMA
    - Professional Coders must be AAPC (Certified Professional Coder, Certified Outpatient Coder, etc.) or AHIMA (Certified Coding Specialist-Physician-Based) certified
- Coding professionals who have gone through COMPANY's screening process.
- HOSPITAL will have a COMPANY assigned Account Executive, Coding Manager and Auditor who will work with HOSPITAL on any questions or challenges and is responsible for the overall success of HOSPITAL/COMPANY relationship.
- HOSPITAL will have a COMPANY assigned Remote Operations Manager who handles administrative tasks and productivity for the site.

Quallty Assurance Plan:

- New Coder Review: Upon commencement of coding, COMPANY will perform a 100% prebill review of all visits coded in groups of ten (10) for inpatient and twenty (20) for outpatient or professional fee, with a minimum of ten (10) records reviewed for inpatient and twenty (20) for outpatient or thirty (30) pro fee visits. If 95% accuracy is not achieved in the first group of coded visits reviewed, auditing will continue with another group of visits at a minimum of five (5) inpatient and ten (10) outpatient or professional fee. The review will continue through the first five (5) business days until the Coder is working at a 95% or better accuracy rate. If the Coder has not achieved 95% accuracy by the end of the first five (5) business days, the Coder's scores will be assessed and COMPANY will determine whether the review will be extended.
- On-going Quality Reviews: Following the New Coder Review, on-going quality reviews will occur monthly. Records will be randomly selected for review. Coders meeting expected accuracy rates will have the minimum volume reviewed monthly as outlined below. Coders not meeting expected accuracy rates may result in moving them to weekly reviews. Coders not showing improvement potential or the ability to reach accuracy expectations will go on a formal improvement action plan which could result in being replaced.

Service Type Coded	Minimum Monthly	Minimum Quarterly
Hospital Inpatient	10 reviewed	30 reviewed
Hospital Outpatient Surgery	10 reviewed	30 reviewed
Hospital Observation	10 reviewed	30 reviewed
Hospital ED/OP Ancillary	30 reviewed	90 reviewed
Professional Fee	30 reviewed	90 reviewed

- The audit results are made available to HOSPITAL monthly. The audits are conducted using nationally recognized standards and Official Coding Guidelines, and will include review of any or all of the following depending on the service types (inpatient, outpatient, professional fee):
    - Accuracy of the DRG assigned.
    - Accuracy of the ICD-10-CM and ICD-10-PCS code(s).
    - Accuracy of the CPT/HCPCS code(s) assigned.
    - Accuracy of the Evaluation and Management (E/M) code(s) assigned.
    - Accuracy of the modifier(s) assigned.
    - Adherence to applicable edits.

HOSPITAL Deliverables:

- Partner and team with COMPANY to provide an environment for achieving optimal success.
- Remote access to HOSPITAL's EHR, Encoder, and Abstract System.
- Provide COMPANY with point of contact for IT issues and remote setups.
- Provide weekly system Coder production reports to COMPANY and/or provide access to COMPANY to run the reports.
- Ensure that medical records are made available to code.
- Provide COMPANY with copies of any HOSPITAL coding audits performed on COMPANY's Coding Staff.
- Designate a point of contact to serve as liaison with COMPANY's staff.
- Provide COMPANY in writing with any coding specific policies and procedures.

Remote Access:

HOSPITAL and COMPANY understand that the longer it takes to get Coder access, the more likely the Coder will not be available when access is granted. COMPANY will do everything within reason to keep the Coder available while access is pending.

EXHIBIT B
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THIS 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 this 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 except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.

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.

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 F 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 F 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.

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 this 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 to 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, their 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: Legal. See the Submittal Requirements 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

7. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).

8. Certificate Holder:

   University Medical Center of Southern Nevada
   c/o Legal Department
   1800 W. Charleston Blvd.
   Las Vegas, Nevada 89102

9. Appointed Agent Signature to include license number and issuing state.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2021

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	CONTACT NAME: Krista Dean
Altus Partners, Inc 201 King of Prussia Road Suite 100 Radnor PA 19087	PHONE (A/C, No, Ext): (610) 526-9130 FAX (A/C, No): (610) 526-2021 E-MAIL ADDRESS: certs@altuspartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Co.	18058
INSURER B: Hartford Fire Insurance Company	19682
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Excite IT Partners, LLC
502 Washington Ave,
Suite 720
Towson MD 21204

COVERAGES **CERTIFICATE NUMBER:** 21-22 Standard **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			PHPK2262831	4/15/2021	4/15/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			PHPK2262831	4/15/2021	4/15/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ 10,000			PHUB764240	4/15/2021	4/15/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			39WECBY4026	4/15/2021	4/15/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Certificate is issued as evidence of insurance per policy terms, conditions and exclusions. University Medical Center of Southern Nevada and its officers and employees is an additional insured on the general and excess liability insurance policies where required by written agreement prior to loss and on the automobile liability insurance policy per the policy terms, conditions and exclusions. The general insurance policy referenced above and/or herein shall be primary and non-contributory with any coverage held by University Medical Center of Southern Nevada and its officers and employees, but only when arising out of the sole negligence of the insured. Agent/Broker will endeavor to mail 30 days written

CERTIFICATE HOLDER

University Medical Center of Southern Nev
c/o Legal Department
1800 W. Charleston Blvd.
Las Vegas, NV 89102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Krista Dean/KMD

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COMMENTS/REMARKS

notice to Southern Nevada and its officers and employees should any of the above described policies be cancelled before the expiration date. A waiver of subrogation in favor of the certificate holder applies to the general liability insurance policy where required by written agreement prior to loss. The general liability limit requirements are satisfied by the excess liability insurance policy which falls over and follows form of the general liability insurance policy referenced herein.

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EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the 27th of October, 2021, 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 **Excite IT Partners, LLC d/b/a Excite Health Partners**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

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

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

II. ACKNOWLEDGMENTS

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

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

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published

modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or

(ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

(i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or

(ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

(i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.

(ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.

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

(b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

(i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and

(ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and

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

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to records, electronic records, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

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

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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

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

COVERED ENTITY:	BUSINESS ASSOCIATE:
	Julian Mitchell
By:_____	By:_____
Mason Van Houweling	Julian Mitchell
Chief Executive Officer	Managing Partner
	10/13/2021
Date:_____	Date:_____

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐Partnership	X Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	Excite IT Partners, LLC	
(Include d.b.a., if applicable)	Dba Excite Health Partners	
Street Address:	502 Washington Ave. Suite 720	**Website:** www.excitehealthpartners.com
City, State and Zip Code:	Towson, MD 21204	**POC Name:** Scotty Steele **Email:** ssteele@excitehp.com
Telephone No:	310-819-1483	**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes X 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 X 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 X 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:
Scotty Steele
5BA73F14FA224B9...
Signature

Scotty Steele
Print Name

Account Executive
Title

10/13/2021
Date

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Coding Services Agreement with Medovent Solutions LLC**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Coding Services Agreement with Medovent Solutions LLC for onsite and remote coder services, exercise any extension options and execute future amendments within his yearly delegation of authority; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000870000
Funded Pgm/Grant: N/A
Description: Onsite and Remote Coder Services
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: 10/27/2021 to 10/26/2024 with two 1-year options
Amount: NTE $894,000 per year for Services
NTE $200,000 per year for Travel

NTE $1,094,000 per year or NTE $5,470,000 potential aggregate for five (5) years

Out Clause: 30 days w/o cause

BACKGROUND:

This request is to enter into a new Coding Services Agreement ("Agreement") with Medovent Solutions LLC ("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. 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, and execute future amendments within his yearly delegation of authority.

UMC will compensate Medovent the potential aggregate of not-to-exceed $5,470,000 for five (5) years from October 27, 2021 through October 26, 2024, with the option to extend for two, 1-year periods. UMC has the option to terminate this Agreement for convenience with a 30-day written notice.

UMC's Health Information Management Director 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
October 27, 2021

Agenda Item #
11

Medovent is coordinating with the Department of Business License in obtaining a Clark County vendor registration.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their October 20, 2021 meeting and recommended for approval by the Governing Board.

DocuSign Envelope ID: 64E9D619-DA62-4473-BFD1-617771A672E5

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

CODING SERVICES AGREEMENT

MEDOVENT SOLUTIONS LLC
NAME OF COMPANY
Marc Sbraccia, Managing Partner
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1818 S. Australian Ave., Ste. 300 West Palm Beach, FL 33409
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(561) 210-9315
(AREA CODE) AND TELEPHONE NUMBER
(XXX) XXX-XXXX
(AREA CODE) AND FAX NUMBER
msbraccia@medoventsolutions.com
E-MAIL ADDRESS

CODING SERVICES AGREEMENT

This Coding Services Agreement (the "Agreement") is made and entered into this 27th day of October 2021 ("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 MEDOVENT SOLUTIONS LLC, a Florida Corporation (hereinafter referred to as "COMPANY"), for onsite and/or remote coding services (hereinafter referred to as "PROJECT").

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 budget allowance, including all travel, lodging, meals and miscellaneous expenses, as further described herein;

WHEREAS, COMPANY agrees to use its best efforts to find and make available qualified consultants to satisfy the staff augmentation required by HOSPITAL ("Consultant(s)") for such periods of time as are mutually agreed upon between the parties; 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 October 27, 2021 through October 26, 2024 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the not-to-exceed annual amount of **$894,000** during the Term of this Agreement and, if applicable, a not-to-exceed annual amount of **$200,000** for travel expenses. In no event shall the total cost inclusive of all travel expenses for this PROJECT exceed **$1,094,000 per year**. 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.

B. Terms of Payments

1. Payment of monthly invoices will be made within ninety (90) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
2. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
   a. The title of the PROJECT as stated in **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. Any expenses not defined 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 paragraph B.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph B.1 above.
3. Invoices will be supported by the pertinent timesheets or other agreed system for documenting time worked by the Consultants. HOSPITAL's direct supervisor shall provide electronic approval of the timesheet for each assigned Consultant certifying that the documented hours are correct and authorizing COMPANY to bill HOSPITAL for those hours. Consultants

are presumed to be non-exempt from laws requiring premium pay for overtime, holiday work, or weekend work. COMPANY will charge HOSPITAL special rates for premium work time only when a Consultant's work on assignment to HOSPITAL, viewed by itself, would legally require premium pay and HOSPITAL has authorized, directed, or allowed the Consultant to work such premium work time.

4. Authorization. As set forth in paragraph 3 above, electronic approval for COMPANY timesheets or equivalent process by a supervisor of HOSPITAL affirms acceptance by HOSPITAL of the hours worked by the Consultant. Consultants shall only be paid based on the approved timesheet and that timesheet shall serve as a binding contract requiring HOSPITAL to pay all fees due to COMPANY based on the hours indicated.
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 or services, 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.

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 thirtieth (30th) day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the thirtieth (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.

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly.

B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

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

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

B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.

C. COMPANY has, or will, retain such Consultants as it may need to perform the services required by this Agreement. Such Consultants shall not be employed by 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 COMPANY, its subcontractors and its and their principals, officers, Consultants and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.

F. It shall be the duty of 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. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:

   1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
   2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

G. 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.

H. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, I-179 Policy, I-66 Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, Consultants, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.

I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

SECTION VI: SUBCONTRACTS

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

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

C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Ginger Crawford, Health Information Management Director**, telephone number **(702) 383-2231** 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. During the Term of this Agreement, HOSPITAL shall:

1. Accept Consultants assigned by COMPANY to fulfill the staff augmentation support; provided, however, HOSPITAL determines whether such Consultants are qualified to perform the work needed by HOSPITAL. If at any time a Consultant is determined by HOSPITAL to not be qualified or competent to perform the work needed by HOSPITAL, HOSPITAL shall promptly notify COMPANY in writing.
2. Accept Consultants, in writing, on the agreed upon timeframe as determined by the parties.
3. Provide Consultants with adequate orientation and training before and upon arrival at Consultants' assigned office location of HOSPITAL, which will be considered as part of one or more fully paid workday(s). Such orientation and training will include but is not limited to HOSPITAL's policies and procedures.
4. Both parties will agree in writing on the minimum number of hours to be worked (i.e., work schedule) by each Consultant that is assigned to HOSPITAL and shall provide the details of the assignment, including but not limited to, start and end dates, reporting instructions, shift information, orientation schedule, assigned office location, and weekly hours.
5. Provide COMPANY with a performance evaluation of each Consultant after the first three (3) weeks and/or upon completion of assignment.
6. Notify COMPANY immediately and provide written documentation of any unsatisfactory performance of the Consultant provided by COMPANY.
7. Provide COMPANY with a two (2) week advance written notice of cancellation of an assignment of any Consultant for any reason other than job performance, or if HOSPITAL determines, in its sole discretion, that there is a legal issue or Consultant presents a direct threat to patients, employees, staff, or visitors as set forth in Section VIII paragraph D, below.

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: CONSULTANT'S PERFORMANCE

A. Staff Performance Issues. As HOSPITAL shall provide direct supervision of the Consultant, it agrees to immediately contact COMPANY to report job performance issues. Upon such notification from HOSPITAL, COMPANY agrees to take corrective action as soon as practicable. Corrective action may include but is not limited to: advising or educating the Consultant involved and/or terminating Consultant's assignment with HOSPITAL. HOSPITAL acknowledges that the Consultant must be paid for their actual time worked notwithstanding performance issues.

B. Procedure Regarding Early Termination of an Assignment for Cause. In the case where HOSPITAL requests that a Consultant be reassigned for cause, a request specifying the reason for the termination of assignment with HOSPITAL shall be made in writing or via email to HOSPITAL's Medovent Solutions Account Executive. It shall be the sole responsibility of COMPANY to inform the Consultant that their assignment with HOSPITAL has been terminated and to resolve any outstanding issues with Consultant. In no case shall HOSPITAL or its staff inform the Consultant that such assignment has been terminated, nor the reason for such termination as Consultant is an employee of COMPANY.

C. Workforce Transfer Prohibition. HOSPITAL agrees that any Consultant assigned by COMPANY to HOSPITAL may not and cannot be permitted to work at HOSPITAL as an employee, agent or contractor of any third party or other staffing service company unless previously agreed to in writing by the parties.

D. Should any Consultant create a legal issue or present a direct threat to patients, employees, staff, or visitors of HOSPITAL, HOSPITAL has the right, in its sole determination, to immediately stop the Consultant from providing services hereunder and shall immediately notify COMPANY as indicated in Section VII paragraph C.7, above.

SECTION IX: 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 X: BILLING AND RATES

A. Rates. Rates will be determined and outlined in the Scope of Work (**Exhibit A**) and will include an hourly rate. Those projects that require on-site travel will be outlined with additional charges to cover those costs at the hourly rate with "pass through" travel expenses. COMPANY agrees to comply with HOSPITAL's Travel Reimbursement Policy (refer to Section XIV paragraph Q).

B. Overtime. All time worked beyond a Consultant's regularly scheduled work week of forty (40) hours in duration of the normal work period shall constitute overtime. All overtime shall be paid at the rate of one and one-half (1 ½) times the Consultant's regular hourly bill rate.

SECTION XI: TERMINATION

A. Termination

1. Termination for Cause

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

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

2. Termination for Convenience

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

3. Effect of Termination

   a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and

ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.

b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V paragraph G.

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, Consultants, 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, email or facsimile, at the following addresses:

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

TO COMPANY: Medovent Solutions
Attn: Marc Sbraccia, Managing Partner
1818 S. Australian Ave., Ste. 300
West Palm Beach, FL 33409

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. Independent Contractor

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

employees or other agents.

C. Immigration Reform and Control Act

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

D. Public Funds / Non-Discrimination

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

E. Assignment

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

F. Indemnity

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

G. Governing Law / Venue

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

H. Covenant Against Contingent Fees

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

I. Gratuities

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

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for

information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

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

L. Confidential Treatment of Information

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

M. ADA Requirements

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

N. Severability. In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not a part of this Agreement.

O. Non-Excluded Healthcare Provider

COMPANY represents and warrants to HOSPITAL that neither it nor any of its affiliates (1) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (2) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").

P. Public Records

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

Q. 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.

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
  - With copy of executed Agreement highlighting the allowable travel
  - List of travelers
  - 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

R. 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.

S. Counterparts

This Agreement may be executed in counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument.

T. Waiver

The waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach.

U. Disciplinary Proceedings

COMPANY agrees to notify HOSPITAL immediately of any investigative, disciplinary, licensure, criminal, or similar type proceedings against COMPANY personnel commenced in any jurisdiction assigned to HOSPITAL.

V. Business Associate Agreement

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

W. Clark County Business License / Registration

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

1. Clark County Business License is Required if:
   a. A business is physically located in unincorporated Clark County, Nevada.
   b. The work to be performed is located in unincorporated Clark County, Nevada.
2. Register as a Limited Vendor Business Registration if:
   a. A business is physically located outside of unincorporated Clark County, Nevada
   b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813.
You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov, go to "Business License Department" (https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php).

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

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

HOSPITAL:		COMPANY:	
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA		MEDOVENT SOLUTIONS LLC	
By: _____	_____	By: DocuSigned by: Marc Sbraccia BF904483998D451...	10/13/2021
MASON VAN HOUWELING Chief Executive Officer	DATE	MARC SBRACCIA Managing Partner	DATE

EXHIBIT A
SCOPE OF WORK

A. COMPANY agrees to provide to HOSPITAL, either prior to assignment or upon request, each Consultant's credentialing packet information based on HOSPITAL's assignment requirements. Prior to a Consultant's assignment start date, all credentialing items set forth in paragraph C herein will be on file, including a complete application, employment verification, two (2) references, valid license (if appropriate), current negative drug screen and criminal background check (required).

B. Upon written notification by HOSPITAL that a Consultant provided by COMPANY is not qualified or competent to perform the work for which the Consultant is assigned, COMPANY shall transition the unqualified Consultant as deemed by HOSPITAL and assign another Consultant to HOSPITAL within a reasonable period of time mutually agreed upon by the parties but such replacement shall not take longer than three (3) weeks.

C. COMPANY shall provide to HOSPITAL upon request, and maintain the following documentation and verification records for each Consultant it assigns to HOSPITAL during the Term of this Agreement:

1. Reference and work history verification;
2. Verification of current licensure (if applicable);
3. Employee Eligibility Verification (I-9 documentation);
4. Background check for the last seven (7) years of residences and state of original licensure, including criminal records search, education verification, and Excluded Parties List System (EPLS)/Office of Inspector General (OIG), U.S. Department of Health and Human Services (HHS) and General Services Administration (GSA) list of excluded individuals/entities;
5. Ten (10) panel drug screen;
6. Completed acknowledgement of HIPAA competency exam; and
7. Health and Immunization records (if applicable per assignment).

D. Fee Schedule:

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
Care Coordination	
Utilization Review Specialist	$85 per hour
Certified Case Manager	$100 per hour

EXHIBIT B
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THIS 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 this 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 except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.

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.

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 F 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 F 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.

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 this 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 to 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, their 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: Legal. See the Submittal Requirements 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

7. Professional Liability
   - (N) Policy Number
   - (O) Policy Effective Date
   - (P) Policy Expiration Date
   - (Q) Aggregate ($1,000,000)

8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).

9. Certificate Holder:

   University Medical Center of Southern Nevada
   c/o Legal Department
   1800 W. Charleston Blvd.
   Las Vegas, Nevada 89102

10. Appointed Agent Signature to include license number and issuing state.

MEDOV-1 OP ID: KA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/05/2021

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

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

PRODUCER 727-586-1601 Brown Insurance and Financial A031711 7800 113th St N, Ste 201 Seminole, FL 33772 Chris Bradley	CONTACT NAME: Chris Bradley PHONE (A/C, No, Ext): 727-586-1601 FAX (A/C, No): 727-518-0002 E-MAIL ADDRESS:
INSURED Medovent Solutions LLC 1818 S Australian Ave, Ste 230 West Palm Beach, FL 33409	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Ins Co — 18058 INSURER B : Lloyd's INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			PHPK2287555	05/01/2021	05/01/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Professional Liab			PHPK2287555	05/01/2021	05/01/2022	MED EXP (Any one person)	$ 10,000
	X Employee Theft			PHSD1637439	05/01/2021	05/01/2022	PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						Crime	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			PHPK2287555	05/01/2021	05/01/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			PHUB772255	05/01/2021	05/01/2022	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Cyber Liabilty			ESJ0020362188	06/28/2021	06/28/2022	Aggregate	10,000,000

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

CERTIFICATE HOLDER

FORINFO

******FOR INFORMATIONAL******
********PURPOSES ONLY*********
****
****
****

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O LEGAL DEPARTMENT
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 INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the 27th of October, 2021, 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 **Medovent Solutions LLC**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

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

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

II. ACKNOWLEDGMENTS

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

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

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or

(ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

(i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or

(ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

(i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.

(ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.

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

(b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

(i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and

(ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and

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

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to records, electronic records, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services

has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

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

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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

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

COVERED ENTITY:	BUSINESS ASSOCIATE:
By:_____	By: DocuSigned by: Marc Sbraccia BF9044B3998D451...
Mason Van Houweling	Marc Sbraccia
Chief Executive Officer	Managing Partner
Date:_____	Date: 10/13/2021

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Medovent Solutions LLC	
(Include d.b.a., if applicable)		
Street Address:	1818 S. Australian Ave Suite 300	**Website:www.medoventsolutions.com**
City, State and Zip Code:	West Palm Beach, FL 33409	**POC Name: Chris Aulisio** **Email:caulisio@medoventsolutions.com**
Telephone No:	570-650-9536	**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
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 Vetrano	Minority Partner	7.34%

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.

DocuSigned by:
Chris Aulisio
51A3EEF8AD904A2...

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Signature	Print Name
	Chris Aulisio
Title	**Date**
VP of Business Development	10/12/2021

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment One to SAAS Service Agreement with FrontRunnerHC, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment One to SAAS Service Agreement, and exercise any extension options with FrontRunnerHC, Inc. for COVID-Assist software subscription services; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000991100 Funded Pgm/Grant: N/A
Description: COVID-Assist Software Subscription
Bid/RFP/CBE: NRS 332.115.1(h) – Software
Term: Amendment 1 – extend from 10/19/2021 through 10/18/2022 with two, 1-year options
Amount: Amendment 1 – additional NTE $400,000 per year; additional potential aggregate is $1,200,000 for three (3) years
Out Clause: 30 days w/o cause

BACKGROUND:

On October 19, 2020, UMC entered into a SAAS Service Agreement ("Agreement") with FrontRunnerHC, Inc. ("FRHC") for COVID-Assist software subscription services. This software assists and automates COVID test reimbursements by ensuring accurate patient data, retrieving Health Resources and Services Administration ("HRSA") Members' IDs, and uploading compliant patient files for billing. The initial Term of the Agreement was from October 19, 2020 through October 18, 2021. Either party may terminate the Agreement for convenience with a 30-day written notice to the other.

This Amendment One requests to:

(i) Contingent on HRSA Funds do not expire, amend the Term to terminate on October 18, 2022 and add two, 1-year extension options; and
(ii) Allocate additional funding of NTE $400,000 per year.

Staff also requests authorization for the Hospital CEO to exercise the extension options at his discretion if deemed beneficial to UMC.

Cleared for Agenda
October 27, 2021

Agenda Item #
12

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

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their October 20, 2021 meeting and recommended for approval by the Governing Board.

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AMENDMENT ONE TO SAAS SERVICE AGREEMENT

This Amendment One ("Amendment") is made and entered into as of this 27th day of October, 2021, 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 "**Subscriber**") and FRONTRUNNERHC, INC. (hereinafter referred to as "**FRHC**").

RECITALS:

WHEREAS, the parties entered into a SAAS Service Agreement dated October 19, 2020 (hereinafter referred to as "**Agreement**") for COVID-Assist software subscription services; and

WHEREAS, the parties desire to amend the Agreement with this Amendment.

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 to amend the Agreement as follows:

1. Service Summary 1, Additional Terms, Contract Term, Subscriber and FRHC mutually agree to amend the Term to the following:

   With the condition that Health Resources and Services Administration (HRSA) Funds do not expire, the Agreement will terminate on October 18, 2022, with the option to extend for two, 1-year periods subject to mutual written acceptance.

2. Standard Terms and Conditions, Section 2, Payment and Compensation, is hereby amended to the following:

   Subscriber agrees to pay FRHC for the performance of FRHC Services as described above in Table 1 of the Service Summary in the not-to-exceed amount of $400,000.00 per year for the duration of this Agreement.

3. This Amendment 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 the Amendment electronically (including without limitation by facsimile transmission or by emailing its signature in portable document format [PDF] or similar electronic format), which will be legally effective and enforceable.

4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect provided however, that if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this Amendment, the terms and conditions of this Amendment shall govern, prevail, and control. All references to the Agreement shall include this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment One as of the date first set forth above.

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: _____
Mason Van Houweling
Chief Executive Officer

FRONTRUNNERHC, INC.

DocuSigned by:
John M. Donnelly
94B3E8E18F884A1...

By: _____
John M. Donnelly
President and CEO

10/11/2021

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	FrontRunnerHC Inc	
(Include d.b.a., if applicable)		
Street Address:	36 Cordage Park #302	**Website: www.frontrunnerhc.com**
City, State and Zip Code:	Plymouth MA 02360	**POC Name: John Donnelly** **Email: Accounting@frhc.com**
Telephone No:	508-746-5500	**Fax No:**
Nevada Local Street Address: **(If different from above)**	none	**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
John Donnelly	President and CEO	100%

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 — John Donnelly (Print Name)

President/CEO (Title) — 10/12/2021 (Date)

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Service Agreement and Addendum with Philips Healthcare**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Service Agreement and Addendum with Philips Healthcare for the Azurion X-Ray Equipment and execute future renewals within his delegation of authority; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000709100
Description: Service Agreement for X-Ray Equipment
Bid/RFP/CBE: NRS 332.115.1 (c)
Term: 60 Months
Amount: $547,920.00
Out Clause: 60 days with cause

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

BACKGROUND:

In July, 2018, UMC purchased and installed Philips equipment for its Cath Lab. This request is for approval of a Service Agreement and Addendum with Philips Healthcare for service, labor and parts coverage for UMC's Azurion 7 M12 X-Ray equipment used for surgical procedures performed in the Cath Lab. Execution of this service agreement will extend the service for this equipment through September 8, 2026 at a total cost of $547,920.00. Staff also requests approval for the CEO to execute future renewals of this agreement or related orders within his delegation if deemed beneficial to UMC.

In accordance with NRS 332.115.1(c), the competitive bidding process is not required as the services to be performed are for the repair/maintenance of equipment which is more efficiently repaired and maintained by a particular vendor.

UMC's Chief Operating Officer and Clinical Director of the Cath Lab have reviewed and recommends approval of the Service Agreement. The Agreement and Addendum to Service Terms & Conditions have been approved as to form by UMC's Office of General Counsel.

Philips Healthcare maintains a current business license with Clark County, Nevada.

Cleared for Agenda
October 27, 2021

Agenda Item #
13

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their October 20, 2021 meeting and recommended for approval by the Governing Board.

PHILIPS HEALTHCARE
A division of Philips North America LLC
22100 Bothell Everett Highway
P.O. Box 3003
Bothell, Washington 98041-3003
Tel: (800) 722-7900

Home Office Use Only	
Quote #: 1-2IHJ9ZE	**Rev #:** 3
Quoted By:	**Christopher Perkins**
Tel:	**(206) 963-2291**
Fax:	**(855) 270-5799**

PHILIPS

Customer Care Solutions Center

Phone: (800) 722-9377

Contact:

Contact Phone:

Billing Information

Acct: 94032296
University Medical Center
1800 W Charleston Blvd
Las Vegas, NV 89102-2386

Equipment Location

Acct: 94032296
University Medical Center
1800 W Charleston Blvd
Las Vegas, NV 89102-2386

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).

Site Id: 82467652	Serial #: 700	Prod Desc: Azurion 7 M12

Additional Equipment Covered	Part #	Serial #
Mark 7 Arterion, Table Mount	989801220158	

Service Effective Date: 09/09/2021 **Service Expiration Date: 09/08/2026**

Protection

Thank you for the opportunity to provide this proposed Philips RightFit Service Agreement. Our Protection Service Agreement offers you robust security, a hands-on relationship with Philips, and open communications.

SERVICE DELIVERY:

- 98% uptime guarantee for each contract year. This provides assurance of the equipment availability to scan patients, as described in the uptime guarantee exhibit.

LABOR:

- Labor and travel coverage for on-site service 8:00 am - 9:00 pm, Monday - Friday, excluding Philips published holidays.
- Preferential Scheduling of service calls for service contract customers.
- On-site Response. At customer's request, Philips service goal is to be on-site within 4 hours.
- Planned maintenance coverage from 8:00 am – 9:00 pm, Monday – Friday, excluding Philips published holidays. Coverage includes activities performed according to a schedule to review safety, image quality, calibrations, equipment cleaning, performance trials and any other planned service prescribed by Philips. Philips current recommendation for IXR systems is 1 - 2 times per year depending on the specific product model.
- Preferred rates for labor and travel. This includes reduced hourly rates for labor and travel for corrective or planned maintenance outside of Service Agreement coverage hours.

PARTS:

- Standard parts coverage. This provides coverage on parts used to maintain and repair the equipment including both hardware and software items. For BV Pulsera and Veradius Mobile C-Arm systems, standard parts coverage includes Energy Storage Unit (ESU) including the battery. For Zenition 50 and Zenition 70 Mobile C-Arm systems, standard parts coverage includes the charging unit of the ESU, but excludes the battery.
- Earliest next day a.m. parts delivery. This provides delivery in most areas that can be accommodated by 8:30 am to fit the urgency of your need. (Actual time depends on local shipper delivery schedule and delivery restrictions for oversized or hazardous parts).

STRATEGIC PARTS COVERAGE:

- X-ray tube(s), Flat Detector(s), and Image Intensifier(s).

LIFECYCLE:

- Operating system software and hardware reliability updates. This includes on-site or remote labor, travel and parts necessary to complete safety, performance and reliability modifications to existing equipment software or hardware.
- 20% discount on any items selected from Philips Life Solutions catalog, excluding power monitoring.

CUSTOMER CARE SOLUTIONS CENTER:

- 24/7 Technical telephone support.
- Clinical telephone support from 8:00 am - 9:00 pm, Monday – Friday.
- Remote Services. This supports remote system diagnostics and monitoring. Philips equipment is connected via an Internet secure single point of access network to our solutions center as described in the Terms and Conditions exhibit. Features may vary by equipment and software release level.

SOLUTION ENHANCEMENTS:

- Philips Service Information. This contains important service management reports through a secure Internet site. Information on equipment service status, historical service performance, engineer response time, and planned maintenance schedules is available.
- Annual customer loyalty meetings. This includes a review of current and future performance goals of Philips equipment and service.

CLINICAL SUPPORT SERVICE* – Clinical Excellence Agreement

*Available for Philips Azurion and Allura Interventional X-ray Systems only (Allura systems must be Rel 8.1 or higher)

• The Philips Clinical Excellence Agreement offers you continuous clinical support and an on-going clinical relationship for your Philips Image Guided Therapy Cardiovascular X-ray System.

• A dedicated Philips clinical specialist (Clinical Specialist) will be assigned to the Customer to assess and monitor on-going clinical needs.

• On-site Visits by Clinical Specialist. This Agreement provides the Customer up to six (6) on-site visits by a Clinical Specialist during each contract year. These visits can be used for the following purposes and activities:
  - Annual On-Site Assessment. A Philips Clinical Specialist will provide an On-Site Assessment of the comfort, confidence and knowledge of the Customer's clinical staff. An On-Site assessment can be scheduled upon the mutual agreement of the parties and may take up to three (3) business days to complete.
  - Site Optimization Visit. A Philips Clinical Specialist will visit the Customer site, at a mutually agreeable date and time, to provide direct support for image quality, refresh and site optimization as appropriate. The duration of the Site Optimization Visit may be one (1) to two (2) business days.
  - Live Case Support. Live Case Support will be provided by a Philips Clinical Specialist, and scheduled upon Customer request. On-Site Live Case Support shall be scheduled five (5) business days in advance.

• Remote Group Training courses. Philips will publish the Remote Group Training class master schedule at the beginning of each calendar year. Customer will be provided an access code for each Covered System, which shall entitle the Customer to enroll in up to six (6) Remote Group Training courses each contract year.

• Clinical Telephone Support. A Philips Clinical Specialist will be available from 8:00 a.m. – 5:00 p.m. Monday - Friday, to answer clinical questions related to the correct operation of the System, such as patient set-up and positioning to protocol selection and diagnosing image quality issues. It is the responsibility of the Customer to ensure its clinicians are adequately trained to operate the System. Clinical Support questions are typically addressed within thirty (30) minutes or less. Philips reserves the right to terminate a Clinical Support call if the Philips Clinical Specialist determines that the Customer is not properly trained. Clinical telephone support is not available for non-Philips systems.

Selected Options:

26-150 kVA UPS

- All labor and parts (except batteries) as necessary.
- Includes One UPS Module PM and One Battery PM per year during Normal Business Hours (Mon-Fri 8am-5pm) on three phase UPS units

Summary of Payment Terms	Select Payment Term Desired	
	In Advance	**Net Price**
☐	60 Monthly Payments at	$9,132
☐	20 Quarterly Payments at	
☐	5 Yearly Payments at	
☐	Single Payment at	

Defaults to monthly payments if not checked above

Tax May Be Added, If Applicable

For services performed outside the contract hours of coverage, Philips will request a Purchase Order before dispatching a Field Service Engineer.

Our facility does not issue formal purchase orders. We authorize payments 'in lieu of a Purchase Order' for the equipment as described in Philips Healthcare Service Agreement. Initialed: _____

Our facility does issue formal purchase orders, however, due to our business/system limitations, we cannot issue a formal purchase order until _____ days prior to warranty expiration. Initialed: _____

Customer Agreement As Quoted

"Upon customer signing and acceptance by an authorized Philips representative in Bothell Washington, this document constitutes a contract and customer agrees to be bound by all the terms hereof, which include IMPORTANT LIMITATIONS OF LIABILITY."

BY: X _____
Customer Signature

_____
Printed Name

Title _____ Date _____

Home Office Use Only	Other	
	Sub-Total	
	Tax	
	Total	

Philips by it's acceptance hereof, agrees to provide maintenance services for the equipment listed above in accordance with the following terms.

_____
Signature

Title _____ Date _____

This quotation contains confidential and proprietary information of Philips Healthcare and is intended for the use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without the prior written consent of Philips Healthcare.

Service Agreement Terms and Conditions

PHILIPS HEALTHCARE
SERVICE AGREEMENT TERMS AND CONDITIONS (REV Q.2)

1. SERVICES PROVIDED
1.1 The services listed in the quotation and/or Attachment A (the “Services”) are offered by Philips North America LLC ("Philips") only under the terms and conditions described below, and on any exhibits and attachments, each of which are hereby incorporated (the “Agreement”).

2. EXCLUSIONS
The Services do not include:
2.1 Servicing or replacing components of the system other than those systems or components listed in the quote, attachments and exhibits, as applicable (the “Covered System”) that is at the listed system location (“Site”);
2.2 Servicing Covered System if contaminated with blood or other potentially infectious substances;
2.3 Any service necessary due to:
(i) a design, specification or instruction provided by Customer or Customer representative;
(ii) the failure of anyone to comply with Philips’ written instructions or recommendations;
(iii) any combining of the Covered System with other manufacturers product or software other than those recommended by Philips;
(iv) any alteration or improper storage, handling, use or maintenance of the Covered System by anyone other than Philips’ subcontractor or Philips;
(v) damage caused by an external source, regardless of nature;
(vi) any removal or relocation of the Covered System; or
(vii) neglect or misuse of the Covered System;
2.4 Any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips’ subcontractors.
2.5 Batteries are not included in coverage for any purpose, system, or modality, including, but not limited to, Biomedical Equipment or uninterruptible power supply (UPS) systems of any size or type.

3. CUSTOMER RESPONSIBILITIES
During the term of this Agreement, Customer will:
3.1 Ensure that the Site is maintained in a clean and sanitary condition; and that the Covered System, product or part is decontaminated prior to service, shipping or trade-in as per the published manufacturer's operating instructions
3.2 Dispose of hazardous or biological waste generated;
3.3 Maintain operating environment within Philips specifications for the Site including temperature and humidity control, incoming power quality (including but not limited to voltage spikes, brownouts and outages), incoming water quality, and fire protection system;
3.3.1 For customers choosing not to use a Philips approved UPS, Philips reserves the right to insert a power monitor at any time during the contracted period to collect power quality statistics. Should results show that power quality negatively impacted system performance and resulted in additional Philips cost to maintain the system, Philips reserves the right to bill for service events related to poor power quality.
3.4 Use the Covered System in accordance with the published manufacturer’s operating instructions.

4. SYSTEM AND BIOMEDICAL EQUIPMENT AVAILABILITY
4.1 System Availability. If Customer schedules service and the Covered System is not available at the agreed upon time, then Philips may cancel the service or charge the Customer at Philips then current labor and travel rate for all time spent by Philips service personnel waiting for access to the Covered System.
4.2. Biomedical Equipment Availability. In order to achieve contracted planned maintenance (PM) compliance, Customer agrees to make the Biomedical Equipment available for PM service during normal business hours (Monday through Friday, 8am to 5pm, excluding Philips recognized holidays) starting 2 weeks before the month in which PM’s are due and ending on the last day of the actual month in which PMs are due. If the Biomedical Equipment is unavailable during the month in which PM’s are due and this results in Philips having to perform service, of more than 25% of the PM volume due that month, in the last week of the month that PM’s are due, Philips will charge the Customer at Philips then current labor rates (and travel, if required) for all overtime incurred as a result of the Biomedical Equipment not being available. For the purposes of this Agreement, Biomedical Equipment means clinical equipment that is mobile and not in a fixed location. It does not include diagnostic imaging equipment that is non-mobile. In addition, this subsection 4.2 do not apply to services provided under Exhibits 9, 9-A and 10.

5. PAYMENT
5.1 All payments under this Agreement are due thirty (30) days from the date of Philips' invoice until the Agreement amount and all applicable taxes and interest are paid in full.
5.1.1 Customer will pay interest on any amount not paid when due at the lesser of 1.5% interest per month or the maximum rate permitted by applicable law.
5.1.2 Payment Methods. Payments may be made by check, ACH or wire. Philips does not accept transaction fees for wire transfers.
5.1.3 If the quotation indicates net prices that are each associated with a payment method, then Philips will invoice Customer, and Customer will pay, the net price that corresponds to Customer's elected payment method.

6. FORCE MAJEURE
6.1 Each party shall be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, health pandemics, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, voluntary or mandatory compliance with any government act, regulation or mandatory direction, request. For clarity, requests shall not be considered 'government' requests under this section.

7. TERM AND TERMINATION
7.1 The term of this Agreement shall be set forth in the quote(s) and/or Attachment A attached hereto and incorporated herein ("Term").
7.2 This Agreement is non-cancelable by Customer and will remain in effect for the Term specified in this Agreement. However, Customer may cancel service coverage for an individual Covered System under this Agreement upon sixty (60) days written notice to Philips representing that the Covered System is being permanently removed from the site and that the Covered System is not being used in any other Customer site.
7.3 Upon sixty (60) days written notice to Philips, Customer may cancel this Agreement specifically describing a material breach or default of the Agreement by Philips, provided that Philips may avoid such cancellation by curing the condition of breach or default within such sixty (60) day notice period. Termination under this clause shall not impact fees paid for services rendered up to the time of such material breach, which shall remain payable to Philips.
7.4 In addition, if the Customer sells or otherwise transfers any of the Covered System to a third party and the System remains installed and in use at the same location, and such third party assumes the obligations of the Customer under this Agreement or enters into a new service agreement with Philips the price will be equal to the price in this Agreement and a term at least equal to the unexpired/unused term of this Agreement. If such third party does not assume the obligations of the Customer under this Agreement, then the Customer may terminate this Agreement with respect to such Covered System upon no less than thirty (30) days prior written notice to Philips, in which case the Customer shall pay to Philips (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages and not as a penalty, an amount equal to 30% of the remaining payments due under this Agreement for such Covered System from the date of termination through the scheduled expiration of the term of this Agreement.
7.5 If this Agreement includes a Pool and terminates for any reason and Customer has expended more funds from its Pool than it has contributed to the Pool, then Customer shall pay Philips the amount by which its expenditures exceeded its contributions within five (5) days of such termination.
7.6 Clinical Education training and credits will expire upon termination of the Agreement.

8. DEFAULT
8.1 Customer's failure to pay any undisputed amount due under this Agreement within thirty (30) days of when payment is due constitutes a default of this Agreement and all other agreements between Customer and Philips. In such an event, Philips may, at its option, (i) withhold performance under this Agreement and any or all of the other agreements until a reasonable time after all defaults have been cured, (ii) declare all sums due and to (iii) commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorney’s fees, (iv) terminate this Agreement with ten (10) days’ notice to Customer, and (v) pursue any other remedies permitted by law.

9. END OF LIFE
9.1 AFTER THE END OF LIFE DATE, PHILIPS WILL CONTINUE TO USE COMERCIALLY REASONABLE EFFORTS TO REPAIR SYSTEMS, BASED ON PARTS AND TRAINED ENGINEER AVAILABILITY, BUT WITH NO UPTIME GUARANTEE. AFTER THE END OF LIFE DATE, PHILIPS WILL NOT CREATE OR TEST BUG FIXES, PATCHES, OR ENHANCEMENTS TO THE SYSTEM HARDWARE OF SOFTWARE.
9.2 If Philips determines that its ability to provide the service coverage is hindered due to the unavailability of parts or trained personnel, or that the Covered System can no longer be maintained in a safe or effective manner as determined by Philips, then Philips may terminate this Agreement with respect to such Covered System upon notice to the Customer and provide Customer with a refund of any Customer pre-payments for periods of service coverage not already completed.

10. WARRANTY DISCLAIMER
10.1 Philips’ full contractual service obligations to Customer are described in this Agreement, including all exhibits attached hereto that apply to the specific services offering and

coverage purchased under the Agreement. Moreover, all labor shall be performed in a good and workmanlike manner consistent with industry practices by personnel with training. In the event of a material breach of the foregoing, Customer shall provide Philips written notice and an opportunity to cure per the termination section of this Agreement. Philips provides no additional warranties express or implied under this Agreement. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO SERVICE OR SERVICE ITEMS PROVIDED BY PHILIPS UNDER THIS AGREEMENT.

11. INTELLECTUAL PROPERTY INDEMNIFICATION

11.1 Philips shall indemnify, defend, and hold harmless Customer against any claim that services, including any software, part, or service materials provided under this Agreement (collectively "Service Items"), infringes, misappropriates, or violates any third party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that Customer: (a) provides Philips prompt written notice of the claim: (b) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim.

11.2 If (a) a Service Item is found or believed by Philips to infringe a valid patent or copyright; or, (b) Customer has been enjoined from using a repaired product or Service Item pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option: (i) procure the right for Customer to use Service Items t; (ii) replace or modify the Service Items to avoid infringement; or (iii) refund to Customer a portion of the service fees upon the return of Service Items that are subject of such claims of infringement. Philips shall have no obligation for any claims of infringement arising from: Philips compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the Philips Service Items, which is not permissible hereunder; use of the covered Philips product (based Service Items delivered under this Agreement other than in accordance with the product specifications or applicable written product instructions for such Service Items
or Covered Products; use of the covered Philips product, uncluding with Service Items with any other product not sold by Philips to customer and the Philips product (including Service Items) in and of itself is not infringing; if infringement would have been avoided by the use of a current unaltered release of a covered Philips products, provided that, Philips makes such unaltered release available to Customer at no additional charge for use of the Philips Product (including with Service items) after Philips has advised Customer, in writing, to stop use of the Philips Product in view of the claimed infringement, provided that, this shall not be a replacement for the remedies set forth in 11.2(i)-(iii) above. The terms in this section 11.2 state Philips' entire obligation and liability for claims of infringement, and Customer's sole remedy in the event of a claim of infringement.

12. LIMITATIONS OF LIABILITY AND DISCLAIMER

12.1 THE TOTAL LIABILITY, IF ANY, OF PHILIPS' AND ITS AFFILIATES', FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING FROM OR RELATING TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM THE SERVICES OR PHILIPS' PERFORMANCE OF THE SERVICES, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE STATED IN THIS AGREEMENT FOR THE SERVICE GIVING RISE TO THE LIABILITY. THIS LIMITATION SHALL NOT APPLY TO:

12.1.1 THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE;
12.1.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT;
12.1.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI, AS DEFINED BY HIPAA; and,
12.1.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY; ANY SUCH FINES OR PENALTIES CONSTITUTING DIRECT DAMAGES.
12.1.5 PHILIPS INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATINS UNDER SECTION 11 ABOVE.
12.2 IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

13. PROPRIETARY SERVICE MATERIALS

13.1 Philips may deliver or transmit certain proprietary service materials (including software, tools and written documentation intended solely to assist Philips and its authorized agents in performing Services under this Agreement) ("Proprietary Service Materials") that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Customer agrees to restrict access to such software, tools and written documentation to Philips' employees and those of Philips' authorized agents only and to permit Philips to remove its Proprietary Service Materials upon request. Customer will use all reasonable efforts to protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party. Customer shall immediately report to Philips any violation of this section.

14. THIRD PARTY MANAGEMENT

14.1 If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like ("Third Party Organization") for purposes of centralized billing and management of services provided to Customer, at Customer's written request, Philips will route invoices for payment of services rendered by Philips to such Third Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the services provided by Philips are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third Party Organization or any payments Customer has made to the Third Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and services Philips provides are not covered by Customer's arrangement with such Third Party Organization, Customer shall promptly pay for such parts and services on demand.

15. TAXES

15.1 The price stated in the quotation does not include applicable sales, excise, use, or other taxes in effect or later levied. Customer shall provide Philips with an appropriate exemption certificate reasonably in advance of the effective date, otherwise, Philips shall invoice Customer for those taxes, and Customer shall pay those taxes in accordance with the terms of the invoice.

16. INDEPENDENT CONTRACTOR

16.1 Philips is Customer's independent contractor, not Customer's employee, agent, joint venture, or partner. Philips' employees and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant Customer's or Customer's employees' act or omissions related to any services that are performed by Customer's employees under this agreement. Only Philips or its employees may authorize a third party to perform services or obligations required of Philips under this Agreement on its behalf. Neither party has the authority to bind the other party in any promise, agreement, or representations other than as expressly provided for in this Agreement.

17. RECORD RETENTION AND ACCESS

17.1 Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and it's implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing services pursuant to these Terms and Conditions of Service, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Terms and Conditions of Service and the books, documents and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Terms and Conditions of Service through a subcontract with a value or cost of ten-thousand U.S. dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from to time to these Terms and Conditions of Service. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

18. COMPLIANCE

18.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to federal and state anti-discrimination laws (including Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973 as amended, and the Veterans Act of 1972 as amended), E-Verify, fair employment practices, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Health care providers are reminded that if this Agreement includes a discount, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).
18.2 Business Associates Addendums/Agreements between Philips and Customer. Customers most current business associate agreement ("BAA") duly executed with Philips and in effect at the time of Philips performance of the services shall apply and is incorporated into this Agreement. In the event terms expressly set forth in the BAA conflict with the terms set forth in this Agreement, the terms set forth in the BAA shall govern in such instance. Otherwise the terms expressly set forth herein shall apply.
18.3 In the course of providing the Services to Customer, hereunder, it may be necessary for Philips to have access to, view, and/or download computer files from the Covered System that might contain Personal Data. Personal Data includes information relating to an individual, from which that individual can be directly or indirectly identified ("Personal Data"). Personal Data means means information about an identifiable individual, and includes any information that is "personal information" or "personal health information" within the meaning of any applicable privacy law.
Personal Data can include both personal health information (i.e. images, heart monitor data, and medical record number) and non-health information (i.e., date of birth, gender).

Philips will process Personal Data only to the extent necessary to perform and/or fulfill its Service obligations under this Agreement. Customer further acknowledges and agrees that all telephone conversations between Philips and Customer may, in Philips discretion, be recorded.

19. CONFIDENTIALITY

19.1 Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, employees, and/or its patients, the quotation and this Agreement and its terms, including its pricing terms. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The disclosing party maintains exclusive ownership of the confidential information which it discloses to the receiving party, and a receiving party shall be responsible for the breach of these confidentiality terms by any of its representatives or other person to whom it may disclose the confidential information. The obligation to maintain the confidentiality of such information shall not extend to information that (a) is or becomes generally available to the public without violation of these Terms and Conditions of Service or any other obligation of confidentiality or (b) is lawfully obtained by the receiving party from a third party without any breach of confidentiality or violation of law. Notwithstanding the foregoing, in the event that the receiving party is required by law to disclose any confidential information to a court, government department/ agency or regulatory body, the receiving party may so disclose, provided that it shall, to the extent permitted by applicable law, first inform the disclosing party of the request or requirement for disclosure to allow an opportunity for the disclosing party to apply for an order to prohibit or restrict such disclosure. Moreover, nothing set forth herein shall prohibit Customer from disclosing confidential information required by state or federal open records laws, to the extent disclosed in compliance with the rules and procedures applicable thereto, including notifying Philips and providing Philips an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder.

20. SUBCONTRACTS AND ASSIGNMENTS

20.1 Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer or other activities performed by Philips under this Agreement. No such subcontract will release Philips from those obligations to Customer. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.

21. INSURANCE

21.1 Upon Customer request, Philips will provide a Certificate of Philips insurance coverage.

22. RULES AND REGULATIONS

22.1 To the extent made known in writing to Philips, Philips and its subcontractors will comply with Customer's rules and regulations provided such rules and regulations do not conflict with established Philips policies.

23. EXCLUDED PROVIDER

23.1 As of the Effective Date of this Agreement, Philips represents and warrants that Philips, its employees, and subcontractors, are not debarred, excluded, suspended, or otherwise ineligible to participate in a federal or state health care program, nor have they been convicted of any health care related crime for the products and services provided under this Agreement (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors, providing the Services hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to discuss and attempt to resolve in good faith with Customer any Customer related concerns in relation thereto, and/or will give Philips a reasonable opportunity to dispute its, or its employee's or subcontractor's, designation as an Excluded Provider. In the event that the Parties are unable to resolve any such Customer concerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this Agreement by express written notice for Services not yet rendered prior to the date of exclusion.

24. GENERAL TERMS

24.1 Survival. Customer's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips' rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement.

24.2 Performance. The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the Service and delivery of similar or dissimilar services shall not serve as references in interpreting the terms and conditions of this Agreement.

24.3 Severability. If any provision of the Agreement is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.

24.4 Counterparts. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy or facsimile of this Agreement or any such counterpart is deemed the equivalent of an original and any such facsimiles constitute evidence of the existence of this Agreement.

24.5 Governing Law. All transactions contemplated under this Agreement shall be governed by the laws of the state in which the Covered System is located, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act ("UCITA"), in any form. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, IT'S SUCCESSSORS' AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.

24.6 ENTIRE AGREEMENT This Agreement constitutes the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation and/or Attachment A, and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation and/or Attachment A. No additional terms, conditions, consents, waivers, alterations, or modifications will be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and will not apply to the transactions contemplated by this Agreement.

24.7 Additional Terms. service specific exhibits, and any associated attachments, are incorporated herein as they apply to the services listed on the quotation and/or Attachment A and their additional terms shall apply solely to Customer's purchase of the services specified therein. If any terms set forth in an exhibit conflict with terms set forth in these Terms and Conditions of Service, the terms set forth in the exhibits shall govern.

25. AUTHORITY TO EXECUTE

The parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement.

Rev Q.1 November 2020

ADDITIONAL IMAGING SYSTEM SERVICE TERMS AND CONDITIONS

Exhibit 1
ADDITIONAL IMAGING SYSTEM SERVICE TERMS AND CONDITIONS
(for Philips and/or Non-Philips Equipment)

1. SERVICES PROVIDED

1.1. Initial Covered System Inspection. Within ninety (90) days after the Effective Date, Philips will inspect the Covered System not previously serviced by Philips and notify Customer of any Covered System that does not meet manufacturer's specifications. Philips will provide Customer a written estimate for repairs necessary to bring any of the Covered System within proper manufacturers specifications. Upon Customer's request, Philips will provide necessary repairs at Philips' then current labor and travel rates. If Customer elects not to have Covered System repaired, then Philips may remove such system from coverage under this Agreement.

1.2 Repair Service. Commencing on the Effective date and subject to the repair limitation below, Philips or Philips' subcontractors will provide repair services for Covered System. Philips will provide all replacement parts, which may be refurbished, and labor necessary to repair Covered System, unless excluded in Section 3 herein. All components used are subject to Philips inspection and quality control procedures, and shall be warranted to the same extent that a non-refurbished component is warranted. Parts removed for replacement become the property of Philips and Philips will remove parts from the Covered System Site ("Exchange Basis"). Philips may increase its contract price if the Covered System is upgraded or reconfigured.

1.3. Planned Maintenance Service. Philips will provide Customer a planned maintenance schedule for the Covered System. Philips will provide such planned maintenance during the service coverage hours (as defined in the Agreement) at a time that is mutually agreed upon. Customer will make the Covered System available in accordance with this Exhibit. Philips or its subcontractors will provide planned maintenance on the Covered System at scheduled intervals. If Philips cannot locate Covered System, or Covered System was not made available for planned maintenance when scheduled, Philips will notify the Customer that Customer has ninety (90) days to make available Covered System for planned maintenance, otherwise Customer waives right to service and Philips may delete Covered System from this Agreement.

1.4. Software Updates. Philips will install operating system software updates provided by the Original Equipment Manufacturer (OEM) for Covered System. Software updates mean revisions to OEM proprietary operating system software that enhance existing Covered System functions and operation without hardware changes, but will not install operating system software upgrades to new software platforms or software options offered separately for sale by the OEM.

2. CONTRACT ADMINISTRATION

2.1. System Additions and Deletions. After completing the inspection, Customer may add a system to the Covered System list by contacting Philips. Customer and Philips will agree on a mutually-agreeable price and contract start date. The Covered System will be added to this Agreement after receipt of the signed inventory modification form. Customer may delete Covered System only if: (i) Customer permanently removes it from operation or (ii) it is no longer under Customer's exclusive ownership or control and Customer notifies Philips in writing. The Covered System will be deleted from the contract pursuant to Section 7 of the Service Agreement Terms and Conditions

2.2. Management and Staffing. If on-site staffing is provided, Philips will determine and provide the management and service staff necessary to provide the Services under this Exhibit. Philips will pay all salaries, payroll and other employment taxes or fees, worker's compensation insurance, and other charges or insurance levied or required by any federal, state, or local statutes, relating to its employees.

2.3. If applicable, Customer shall execute the Subcontracting Confirmation and Agency Authorization Agreement as required by Philips to perform certain duties and responsibilities included within this Exhibit.

3. EXCLUSIONS Unless specifically included in this Agreement, the Services do not include providing or paying the cost of:

3.1. Any rigging or structural alteration incident to the Services;

3.2. Consumable items and supplies (as defined below) ("Consumables"), cryogens, PET calibration sources, film, batteries, cassettes;

3.2.1 Consumables include, but are not limited to, the following: Biomedical Equipment batteries and battery chargers; biomedical laser tubes; patient use pads; filters; light bulbs and light sources; line cords and power cords; external cables and hoses; patient leads and cables; SpO2 sensors and O2 sensors; Probes (TOCO, Doppler, Biomed Ultrasound, Pencil, Bladder Scan, Temp probe, etc); BP hose/cuff; foot pedals; hand pieces; scopes (laryngoscope, baton, endoscope, etc); defibrillator cables; paddles and test plugs; or table accessories.

3.3. Cosmetic repairs;

3.4. The cost of factory reconditioning, rebuilds, or overhauls if repairs cannot maintain the equipment in satisfactory operating condition;

3.5. Disposing hazardous, infectious, or biomedical waste or materials;

3.6. Providing service to any system under a current service agreement between Customer and another vendor until such agreements expire or are terminated by Customer. Philips is not liable for any cancellation penalty or cost associated with Customer's termination of any such agreement;

3.7. Unless otherwise specified in the quote, maintaining or repairing third-party products including but not limited to nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers magnet replacement, magnet refrigeration system (coldhead, compressor, chillers), MR RF rooms, surface coils HVAC systems, power conditioners, uninterruptible power supplies, ultrasound transducers (probes) (accessory or attach), TEE probes, TV camera pick-up tubes, photo multiplier tubes, accelerator center beam lines, piped medical gases (up to the wall outlets), copier drums, electron guns, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), klystrons and thyratrons, magnetrons, plumbicons, waveguides, and attachments.

3.8. If this Agreement includes coverage for biomedical services: the following are not included in the definition of Biomedical Equipment: arthroscopy instruments, blood pressure cuffs (accessory or attachment), fume hoods, high-end lab analyzers, lead aprons/shields, nurse call, and surgical robots, electronic thermometer probes, electrosurgical instruments (pencils & pads), general or surgical instruments, laboratory glass, laser tubes, phaco hand pieces (cataract extraction units, accessory or attachment), non-electrical surgical equipment, rigid & semi-rigid scopes.

4. COVERAGE

4.1 Philips will provide services on-site during the hours listed in Customer's service agreement, excluding Philips observed holidays, unless otherwise set forth in attachments or exhibits ("Service Coverage"). Customer may request service outside of the Service Coverage or service that is not otherwise included in this Agreement and, subject to the availability of personnel and repair parts, Philips will provide such service at Philips's then-current preferred labor and travel rates. Customer will be charged a minimum of two hours on-site time plus applicable travel charges and expenses per service visit.

5. DOCUMENTATION Upon Customer's written request, Philips will provide repair and planned maintenance records for the Covered System.

6. CUSTOMER RESPONSIBILITIES During the term of this Agreement Customer will

6.1 Attend a start-up meeting at Customer's facility, prior to the Effective Date of this Agreement, so Philips can explain the Services to the Customer's management and selected staff;

6.2 Provide a secure dedicated space within Customer's main facility and at each additional facility or location as necessary for the resident Philips staff.

6.3. Provide Philips with broadband internet or Wi-Fi access for business purposes.

6.4 Provide Philips with the Covered System service manuals for any non-Philips System;

6.5 Maintain all software licenses applicable to the Covered System.

6.6 For Philips use in remote servicing of the System, provide Philips a secure location for hardware to connect System to Philips Remote Service (PRS).

6.6.1 The PRS hardware remain Philips' property and is only provided during the term of this Agreement;

6.6.2 Provide Philips and its vendors full and free access to the PRS hardware to enable Philips to remotely access the Covered System or non-Philips System;

6.6.3 Provide Philips at each Covered System Site, at all times during the term of this Agreement, a dedicated broadband Internet access node, including public and private interface access, suitable to establish a successful connection to the System through the PRS and Customer network; and

6.6.4 If the Covered System cannot be connected to the PRS, and Customer fails to provide the access described in Section 6, then Customer waives its rights to Services under this Agreement and any uptime guarantee.

7. Helium Replenishment (Applies only to MRI Service)

7.1 If Helium Replenishment Service is included in this Agreement, Customer shall report any magnet cooling system (cold-head, compressor, or chiller) malfunction within twenty four (24) hours. If Customer fails to report any malfunctions or provide continuous chilled water or power to the MRI system, then Customer is responsible for any additional helium expenses.

7.2 Customer shall provide access to the MRI system to perform helium replenishment, cryo refrigeration sytem and chiller services during contract hours of corrective and/or planned maintenance services.

7.3 If the Covered System is not connected to the PRS, then Customer shall report helium level readings weekly for all MRI systems covered under this Agreement into the Philips Helium Reading Registration System at: https://heliumreg.onephilipsmdc.com

7.4 During the term of the Agreement Customer will immediately inform Philips upon the happening of any of the following:

7.4.1. An on-screen message appears on the Covered System computer that Helium refill is required; or

7.4.2. The liquid helium level is below the minimum operating helium level as indicated in the Instructions for Use. (In such case an on-screen message may also appear on the system computer indicating that scanning will be prohibited within certain days or immediately. In both cases Customer shall immediately inform Philips and in the latter case Customer shall also immediately cease to operate the MRI Equipment);

7.4.3. A sudden, unexpected drop of liquid helium level is encountered; or

7.4.4. The MRI magnet refrigeration system is out of order and/or not operational;

7.5 Customer shall act on alerts provided by the MRI Equipment and/or monitoring processes which apply to the operating environment condition.

7.6 If liquid Helium is purchased by Customer from Philips, Customer shall ensure that the filling of liquid Helium is done by Philips authorized personnel only.

7.7 If Helium Replenishment Service is excluded from this Agreement, Philips does not accept any responsibility and Philips will not be liable for any cost or damages due to the loss of liquid Helium or due to the services provided by a third party other than a subcontractor of Philips. Any costs will be fully charged to Customer, including the costs of refill of the liquid Helium, including shipment, labor, duties and taxes.

7.8 Customer will inform Philips of any planned power outages.

8. Further use of System Data

8.1 Mandatory Data. Customer acknowledges and agrees that by executing this Agreement and using the Licensed Software, it has agreed that product inventory and crash signature data generated by the Licensed Software shall be delivered into the custody of Philips, or of systems maintained on Philips' behalf, without notice to Customer. Such data is referred to herein as "Mandatory Data" and such data is described in the Licensed Software's documentation for each Licensed Software release; the data comprising Mandatory Data is subject to change with each release of upgrades, updates, patches, and modifications to the Licensed Software. Customer agrees that any Mandatory Data will be the property of Philips. Part of the Mandatory Data might constitute (non-sensitive) Personal Data. Notwithstanding any other term of the Agreement, Customer agrees that Philips may de-identify data generated by the devices used by the Customer such as log files, exam files, errors data, utilization data, and system log files ("Device Data") and use and disclose de-identified device Data for Philip's own purposes (including, but not limited to for data analytics activities to determine trends of useage of Philips' devices and services, to facilitate and advise on continued and sustained use of Philips' products and services, substantiation of marketing claims and for benchmarking purposes). Philips shall de-identify Device Data in accordance with the standards the HIPPA Privacy Rule. Separation of such data from the Philips database is impossible, therefore Philips shall have the right to continue using such data upon expiration of this Agreement.

8.2 Enhanced Data. Customer also acknowledges and agrees that additional system performance data related to errors or status of devices shall be delivered into the custody of Philips, or of systems maintained on Philips' behalf, without notice to Customer. This additional data includes alert such as low disk space and device reboot; performance indicators such as slow database query; and additional statistics such as critically low battery and packets sent ("Enhanced Data"). Customer acknowledges that the Enhanced Data feature is activated as default in the Licensed Software, and Customer is responsible for turning off the Enhanced Data feature at install. Customer acknowledges that by activating the Enhanced Data feature, Customer will be able to access an interface, which allows Customer to export data onto Customer's Network Management System. Customer agrees that any Enhanced Data will be the property of Philips. Customer agrees to assign, and hereby assigns, all right, title, and interest worldwide in the Enhanced Data to Philips. Customer acknowledges and agrees that Philips may use such Enhanced Data for its business purposes without restriction. In addition, Philips will not expose any data set tied to the Customer, to another customer of Philips or any other third party. In addition, Customer will be able to select within the Licensed Software settings if they choose to enable or disable the Licensed Software from sending Enhanced Data information to Philips.

UPTIME GUARANTEE

Exhibit 4

1. GENERAL. Philips shall provide to Customer the uptime guarantee specified below ("Uptime Guarantee") on the Covered System listed in the quote and/or or Attachment A as having uptime as an entitlement ("Uptime System"). Uptime System does not include peripherals, such as external printers, archiving devices, external display monitors, or attached cameras. If Customer does not meet its responsibilities described in Section 6 of Exhibit 1, then Customer is not entitled to the benefits of this Uptime Guarantee.

If an item of Uptime System fails to achieve the Uptime Percentage (as defined below) set forth on Schedule 3(a) below, then Customer, as its sole and exclusive remedy, will receive a discount of future Agreement payment(s), as described in Section 3 below.

2. DEFINITIONS.

a) Measurement Period: The measurement period for determining Uptime Percentage is twelve (12) months beginning on the effective date of this Agreement and thereafter on the anniversary date of the effective date.

b) Base Hours shall mean the hours/day and days/week over which Uptime Hours and Downtime will be calculated during the Measurement Period. The Base Hours will be the contracted hours of coverage provided for under this Agreement for each Uptime System.

c) Downtime shall mean the time that the Uptime System is unable to produce diagnostic images during the Base Hours of any given Measurement Period solely due to Philips' design, manufacturing, materials, or Service performance failure. Measurement of Downtime commences when the Customer notifies the Philips Customer Care Solutions Center that the Uptime System is unable to produce diagnostic images. Downtime does not include time due to planned maintenance service, cryogen replenishment, installation of upgrades and updates, x-ray tube replacement, or an occurrence or condition excluded under this Agreement. Philips may verify Downtime and adjust calculations accordingly.

d) Uptime Hours are determined by subtracting the total Downtime from the Base Hours for a particular piece of Uptime System [Uptime Hours = Base Hours – Downtime].

e) Uptime Percentage is determined by dividing the Uptime Hours by the Base Hours, and multiplying the result by 100 [Uptime Percentage = (Uptime Hours/Base Hours) x 100].

3. ADJUSTMENT SCHEDULE. If the Uptime Percentage specified in Schedule 3(a) is not achieved for Uptime System then the specified discount will be applied to all payments due during the next Uptime Measurement Period for the Uptime System that did not achieve the Uptime Percentage.

Schedule 3(a): Agreement Payment Adjustment Schedule

99% Uptime Guarantee		**98% Uptime Guarantee**		**96% Uptime Guarantee**	
Uptime	**Discount**	**Uptime**	**Discount**	**Uptime**	**Discount**
99% - 100%	None	98% - 100%	None	96% - 100%	None
96% - 98.9%	5%	95% - 97.9%	5%	91% - 95.9%	5%
93% - 95.9%	10%	92% - 94.9%	10%	<90.9%	10% *
<92.9%	15% *	<91.9%	15% *		

* Maximum adjustment available

4. UPTIME PERCENTAGE DETERMINATION. The Uptime Percentage is determined according to the following formula: Uptime Percentage = (Uptime Hours/Base Hours) x 100. Below are examples of how Uptime Percentage is determined:

a. MEASUREMENT EXAMPLE # 1:
Base Hours = 8 AM to 5 PM Monday through Friday over the 12 month Measurement Period.
9 hours x 5 days x 52 weeks = 2,340 Base Hours
2,340 Base Hours – 60 Downtime hours = 2,280 Uptime Hours
(2280 / 2340) * 100 = 97.4% Uptime Percentage

b. MEASUREMENT EXAMPLE # 2:
Base Hours = 8 AM to 9 PM Monday through Friday over the 12 month Measurement Period.
13 hours x 5 days x 52 weeks = 3,380 Base Hours
3,380 Base Hours – 60 Downtime hours = 3,320 Uptime Hours
(3320 / 3380) * 100 = 98.2% Uptime Percentage

5. REPORTS. Uptime Percentage performance reports will be provided at the Customer's request for any Measurement Period while this Uptime Guarantee remains in effect. To receive any applicable discount, Customer must notify Philips in writing that the Uptime Percentage was not achieved for a particular Uptime System within sixty (60) days after the end of a Measurement Period.

6. WARRANTY DISCLAIMER. Philips full Uptime Guarantee obligations to Customer are described in this Exhibit. Philips provides no warranties under this Uptime Guarantee. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO THIS UPTIME GUARANTEE.

7. LIMITATIONS OF REMEDIES AND DAMAGES. Philips total liability, if any, and Customer's exclusive remedy with respect to this Uptime Guarantee and Philips performance hereunder is limited to the remedies stated herein.

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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 OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Philips Healthcare a division of Philips North America LLC	
(Include d.b.a., if applicable)		
Street Address:	222 Jacobs Street, 3rd Floor	**Website: www.philips.com**
City, State and Zip Code:	Cambridge, MA 02140 Middlesex County	**POC Name: Chris Perkins** **Email: chris.perkins@philips.com**
Telephone No:	(213) 200-5017	**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Philips Holding USA Inc.	Member	100% membership interest

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.

DocuSigned by:
Candice Downs
Signer Name: Candice Downs
Signing Reason: I approve this document
Signing Time: 12-Oct-2021 | 8:12:22 AM PDT
E5F1D9EED6384D9683DE421F1CD6D5BD

Signature

Candice Downs
Print Name

Senior Contract Manager
Title

12-Oct-2021
Date

REVISED 7/25/2014

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

PHILIPS

ADDENDUM TO SERVICE TERMS & CONDITIONS

Philips Healthcare a division of Philips North America LLC ("Philips") and University Medical Center ("Customer") agree to amend the Service Agreement Terms and Conditions (Quote No. 1-2IHJ9ZE) ("Agreement") between them. If there are any conflicts between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum shall control. All paragraph(s) specifically listed below supersede the same numbered paragraph(s) as listed in the Agreement. Capitalized terms used herein and not otherwise defined herein, unless the context otherwise requires, shall have the same meanings set forth in the Agreement.

Philips and Customer agree to amend the Agreement as follows:

Delete Philips Healthcare Service Agreement Terms and Conditions and corresponding Exhibits, which came with the Agreement and replace with Attachment A hereto, Philips Service Terms and Conditions and Exhibits.

Delete the following language from page 1 of the Agreement:

> "This quotation contains confidential and proprietary information of Philips Healthcare and is intended for the use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without the prior written consent of Philips Healthcare."

Replace with the following language:

> 'This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without Philips' prior written consent, except to the extent disclosure to third parties is mandated by Nevada law including, but not limited to, the Nevada Revised Statutes Chapter 239, Public Records, and Nevada Revised Statutes Chapter 241, Meetings of State and Local Agencies, subject to Section 20, "Confidentiality," of the Philips Healthcare Service Agreement Terms and Conditions, herein."

The Agreement represent the entire agreement between the parties and supersedes all previous communications, representations, agreements and negotiations between the parties on this matter.

The parties to this Agreement have signed this Addendum by their duly authorized officers on the date written below.

For Philips Healthcare	For University Medical Center
Signature	*Signature*
Printed Name	*Printed Name*
Title	*Title*
Date	*Date*

PHILIPS

PHILIPS HEALTHCARE
SERVICE AGREEMENT TERMS AND CONDITIONS (REV R)

** DENOTES AMENDED PARAGRAPH

1. SERVICES PROVIDED

1.1 The services listed in the quotation and/or Attachment A (the "Services") are offered by Philips Healthcare, a division of Philips North America LLC ("Philips") only under the terms and conditions described below, and on the quotation and any exhibits and attachments hereto, each of which are hereby incorporated (the "Agreement").

2. EXCLUSIONS

2.1 The Services do not include:

2.1.1 Servicing or replacing components of the system other than those systems or components listed in the quote, attachments and exhibits, as applicable (the "Covered System") that is at the listed system location ("Site");

2.1.2 Servicing the Covered System if contaminated with blood or other potentially infectious substances;

2.1.3 Any service necessary due to:

2.1.3.1 a design, specification, or instruction provided by Customer or Customer representative;

2.1.3.2 the failure of anyone to comply with Philips' written instructions or recommendations;

2.1.3.3 any combining of the Covered System with other manufacturer's product or software other than those recommended by Philips;

2.1.3.4 any alteration or improper storage, handling, use, or maintenance of the Covered System by anyone other than Philips' subcontractor or Philips;

2.1.3.5 damage caused by an external source, regardless of nature;

2.1.3.6 any removal or relocation of the Covered System; or

2.1.3.7 neglect or misuse of the Covered System;

2.1.4 Any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors; or

2.1.5 Any services or costs related to batteries, which are not included in coverage for any purpose, system, or modality, including, but not limited to, Biomedical Equipment, as defined herein, or Uninterruptible Power Supply (UPS) systems of any size or type.

3. CUSTOMER RESPONSIBILITIES

During the term of this Agreement, Customer will:

3.1. Ensure that the Site is maintained in a clean and sanitary condition and that the Covered System, product or part is decontaminated prior to service, shipping or trade-in as per the published manufacturer's operating instructions;

3.2. Dispose of hazardous or biological waste generated;

3.3. Maintain operating environment within Philips' specifications for the Site including temperature and humidity control, incoming power quality (including but not limited to voltage spikes, brownouts, and outages), incoming water quality, and fire protection system; and

3.3.1. For customers choosing not to use a Philips approved UPS, Philips reserves the right to insert a power monitor at any time during the contracted period to collect power quality statistics. Should results show that power quality negatively impacted system performance and resulted in additional Philips cost to maintain the system, Philips reserves the right to bill for service events related to poorpower quality.

3.4. Use the Covered System in accordance with the published manufacturer's operating instructions.

4. **SYSTEM AND BIOMEDICAL EQUIPMENT AVAILABILITY

4.1 System Availability. If Customer schedules service and the Covered System is not available at the agreed upon time, then Philips may cancel the service. In the event of a patient emergency, Philips will extend a thirty (30) minute grace period. Additionally, Customer has the option to call ahead of time to reschedule the mutual appointment or pay for the FSE to wait.

4.2 Biomedical Equipment Availability. In order to achieve contracted Planned Maintenance (PM) compliance, Customer agrees to make the Biomedical Equipment available for PM service during normal business hours (Monday through Friday, 8 AM to 5 PM, excluding Philips recognized holidays) starting fourteen (14) days before the month in which PMs are due and ending on the last day of the actual month in which PMs are due. If the Biomedical Equipment is unavailable during the month in which PMs are due, and this results in Philips having to perform service of more than twenty-five percent (25%) of the PM volume in the last week of the month that PMs are due, Philips will charge Customer at Philips then current labor rates (and travel, if required) for all overtime incurred as a result of the Biomedical Equipment not being available. For the purposes of this Agreement, Biomedical Equipment means clinical equipment that is mobile and not in a fixed location. Biomedical Equipment does not include diagnostic imaging equipment that is non-mobile. This subsection 4.2 does not apply to services provided under Exhibits 9 (Clinical Informatics Service Agreements), 9-A (Clinical Informatics Service Agreements for Interoperability Platform), and 10 (Clinical Informatics Hardware Support Coverage).

5. **PAYMENT

5.1 All payments under this Agreement shall be annual payments, due forty-five (45) days from the date of Philips' invoice.

5.1.1

5.1.2 Payments may be made by check, ACH, or wire. Philips does not accept transaction fees for wire transfers.

5.1.3 If the quotation indicates net prices that are each associated with a payment method, then Philips will invoice Customer, and Customer will pay, the net price that corresponds to Customer's elected payment method.

6. **FORCE MAJEURE

6.1. Each party shall be excused from performing its obligations (except for payment obligations for Services rendered) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, health pandemics, acts of any civil, military or government authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, malware attacks, riots, accidents, delays of carriers, voluntary or mandatory compliance with any government act, regulation, or mandatory direction or request. For clarity, Customer requests shall not be considered 'government' requests under this section. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

7. **TERM AND TERMINATION

7.1. The term of this Agreement shall be set forth in the quote(s) and/or Attachment A attached hereto and incorporated herein ("Term").

7.2. This Agreement is non-cancelable by Customer and will remain in effect for the Term specified in this Agreement. However, Customer may cancel service coverage for an individual Covered System under this Agreement upon sixty (60) days' written notice to Philips representing that the Covered System is being permanently removed from the Site and that the Covered System is not being used in any other Customer site.

7.3. Upon forty-five (45) days' written notice to Philips, Customer may cancel this Agreement specifically describing a material breach or default of the Agreement by Philips, provided that Philips may avoid such cancellation by curing the condition of breach or default within such forty-five (45) day notice period. Termination under this clause shall not impact fees paid for Services rendered up to the time of such material breach, which shall remain payable to Philips.

7.4. In addition, if the Customer sells or otherwise transfers any of the Covered System to a third party and the System remains installed and in use at the same location, and such third party assumes the obligations of the Customer under this Agreement or enters into a new service agreement with Philips the price will be equal to the price in this Agreement and a term at least equal to the unexpired/unused term of this Agreement. If such third party does not assume the obligations of the Customer under this Agreement, then the Customer may terminate this Agreement with respect to such Covered System upon no less than thirty (30) days' prior written notice to Philips, in which case the Customer shall pay to Philips (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages and not as a penalty, an amount equal to thirty percent (30%) of the remaining payments due under this Agreement for such Covered System from the date of termination through the scheduled expiration of the term of this Agreement.

7.5. Intentionally omitted.

7.6. Clinical Education training and credits will expire upon termination of the Agreement.

8. **DEFAULT

8.1 Customer's failure to pay any undisputed amount due under this Agreement within thirty (30) days of when payment is due constitutes a default of this Agreement. In such an event, Philips may, at its option, (i) withhold performance under this Agreement until a reasonable time after all defaults have been cured; (ii) declare all sums due; (iii) commence collection activities for all sums due or that become due hereunder, including, but not limited to, costs and expenses of collection; (iv) terminate this Agreement with ten (10) days' notice to Customer; and (v) pursue any other remedies permitted by law.

9. ADULTERATED SYSTEMS

9.1 If Philips determines that a Covered System has been modified or adulterated in a manner not explicitly specified in the documentation accompanying the Covered System, including without limitation by including a part, component, or device not specified as compatible (an "Adulterated System"), and such modification or adulteration hinders Philips' ability to provide the Service or maintain the Covered System in a safe or effective manner, then Philips will promptly notify Customer of such Adulterated System. Following receipt of such notice, if Customer does not permit Philips (at Customer's cost) to remediate the Adulterated System, then Philips may remove the Adulterated System from the Site list, adjust the Services under this Agreement, and provide Customer with a refund of any Customer pre-payments for periods of Service not yet rendered or parts not yet provided.

10. END OF LIFE

10.1 AFTER THE END OF LIFE DATE, PHILIPS WILL CONTINUE TO USE COMMERCIALLY REASONABLE EFFORTS TO REPAIR SYSTEMS, BASED ON PARTS AND TRAINED ENGINEER AVAILABILITY, BUT WITH NO UPTIME GUARANTEE. AFTER THE END OF LIFE DATE, PHILIPS WILL NOT CREATE OR TEST BUG FIXES, PATCHES, OR ENHANCEMENTS TO THE SYSTEM HARDWARE OR SOFTWARE.

10.2 If Philips determines that its ability to provide the Services is hindered due to the unavailability of parts or trained personnel, or that the Covered System can no longer be maintained in a safe or effective manner, as determined by Philips, then Philips may terminate this Agreement with respect to such Covered System upon notice to Customer and provide Customer with a refund of any Customer pre-payments for periods of Service coverage not already completed.

11. WARRANTY DISCLAIMER

11.1 All labor shall be performed in a good and workmanlike manner consistent with industry practices by personnel with training. Philips' full contractual service obligations to Customer are described in this Agreement, including all exhibits attached hereto that apply to the specific Services offering and coverage purchased under the Agreement. In the event of a material breach of the foregoing, Customer shall provide Philips written notice and an opportunity to cure per the termination section of this

Agreement. Except as otherwise provided in this Agreement, Philips provides no additional warranties express or implied under this Agreement. NO WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO SERVICES OR SERVICE ITEMS PROVIDED BY PHILIPS UNDER THIS AGREEMENT.

12. INTELLECTUAL PROPERTY INDEMNIFICATION

12.1 Philips shall indemnify, defend, and hold harmless Customer against any claim that Services, including any software, part, or service materials provided under this Agreement (collectively "Service Item(s)"), infringes, misappropriates, or violates any third party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that Customer: (a) provides Philips prompt written notice of the claim and (b) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim.

12.2 If a Service Item is found or believed by Philips to infringe a valid patent or copyright; Customer has been enjoined from using a repaired product or Service Item pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option: (i) procure the right for Customer to use the Service Item(s); (ii) replace or modify the Service Item(s) to avoid infringement; or (iii) refund to Customer a portion of the service fees upon the return of the Service Item(s) that are subject of such claims of infringement. Philips shall have no obligation for any claim of infringement arising from: Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the Service Item(s), which are not permissible hereunder; use of the covered Philips product (based on Service Item(s) delivered under this Agreement) other than in accordance with the product specifications or applicable written instructions; use of the covered Philips product, including with Service Item(s), with any other product not sold by Philips to Customer and the Philips product (including Service Items) in and of itself is not infringing; if claims of infringement would have been avoided by the use of a current unaltered release of covered Philips products, provided that, Philips makes such unaltered release available to Customer at no additional charge for use of the Philips Product (including with Service Items) after Philips has advised Customer, in writing, to stop use of the Philips Product in view of the claimed infringement (provided that this shall not be a replacement for the remedies set forth in 12.2 (i)-(iii) above). The terms in this section 12.2 state Philips' entire obligation and liability for claims of infringement and Customer's sole remedy in the event of a claim of infringement.

13. **LIMITATIONS OF LIABILITY AND DISCLAIMER

13.1 THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING FROM OR RELATING TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM THE SERVICES OR PHILIPS' PERFORMANCE OF THE SERVICES, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE STATED IN THIS AGREEMENT FOR THE SERVICE GIVING RISE TO THE LIABILITY. THIS LIMITATION SHALL NOT APPLY TO:

13.1.1 THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE;

13.1.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT;

13.1.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI, AS DEFINED BY HIPAA;

13.1.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PHI AS THE BASIS OF THE FINE/PENALTY; ANY SUCH FINES OR PENALTIES CONSTITUTING DIRECT DAMAGES; and

13.1.5 PHILIPS' INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 ABOVE.

13.2 EXCEPT FOR CUSTOMER'S BREACH OF THE LICENSE RESTRICTIONS SET FORTH IN THIS AGREEMENT (INCLUDING REVERSE ENGINEERING AND CREATION OF DERIVATIVE WORKS), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, OR OTHER TORT.

14. PROPRIETARY SERVICE MATERIALS

14.1 Philips may deliver or transmit certain proprietary service materials (including software, tools and written documentation intended solely to assist Philips and its authorized agents in performing Services under this Agreement) ("Proprietary Service Materials") that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use, or decompile this property. Customer agrees to restrict access to such software, tools, and written documentation to Philips' employees and authorized agents only, and to permit Philips to remove its Proprietary Service Materials upon request. Customer will use all reasonable efforts to protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party. Customer shall immediately report to Philips any violation of this section.

15. THIRD-PARTY MANAGEMENT

15.1 If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization, or the like ("Third-Party Organization") for purposes of centralized billing and management of Services provided to Customer, at Customer's written request, Philips will route invoices for payment of Services rendered by Philips to such Third-Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the Services provided by Philips are subject solely to

the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third-Party Organization or any payments Customer has made to the Third-Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and Services Philips provides are not covered by Customer's arrangement with such Third-Party Organization, Customer shall promptly pay for such parts and Services on demand.

16. TAXES

16.1 The price stated in the quotation does not include applicable sales, excise, use, or other taxes in effect or later levied. Customer shall provide Philips with an appropriate exemption certificate reasonably in advance of the effective date, otherwise, Philips shall invoice Customer for those taxes and Customer shall pay those taxes in accordance with the terms of the invoice.

17. INDEPENDENT CONTRACTOR

17.1 Philips is Customer's independent contractor, not Customer's employee, agent, joint venturer, or partner. Philips' employees and Philips' subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant Customer's or Customer's employees' acts or omissions related to any services that are performed by Customer employees under this agreement. Only Philips or its employees may authorize a third party to perform Services or obligations required of Philips under this Agreement on its behalf. Neither party has the authority to bind the other party in any promise, agreement, or representations other than as expressly provided for in this Agreement

18. RECORD RETENTION AND ACCESS

18.1 Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and it's implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing Services pursuant to these Terms and Conditions of Service, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Terms and Conditions of Service and the books, documents, and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Terms and Conditions of Service through a subcontract with a value or cost of ten thousand U.S. dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) (1989)), as amended from to time to these Terms and Conditions of Service. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

19. COMPLIANCE

19.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to federal and state anti-discrimination laws (including Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973 as amended, and the Veterans Act of 1972 as amended), E-Verify, fair employment practices, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Health care providers are reminded that if this Agreement includes a discount, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR1001.952[h]).

19.2 Business Associate Agreements (BAA). The parties agree to be bound by its legal obligations as expressly agreed to in the Business Associate Agreement dated November 28, 2015, which is herein incorporated into this Agreement by reference.

19.3 In the course of providing the Services to Customer hereunder, it may be necessary for Philips to have access to, view, and/or download computer files from the Covered System that might contain Personal Data. "Personal Data" includes information relating to an individual from which that individual can be directly or indirectly identified. Personal Data can include personal health information (e.g., images, heart monitor data, and medical record number) and non-health personal information (e.g., date of birth, gender). Philips will process Personal Data only to the extent necessary to perform and/or fulfill its Service obligations under this Agreement. Customer further acknowledges and agrees that all telephone conversations between Philips and Customer may, at Philips' discretion, be recorded.

20. **CONFIDENTIALITY

20.1 Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing, visually, or orally, relating to the business of the disclosing party, its customers, employees, and/or its patients, the quotation and this Agreement and its terms, including its pricing terms. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The disclosing party maintains exclusive ownership of the confidential information which it discloses to the receiving party, and a receiving party shall be responsible for the breach of these confidentiality terms by any of its representatives or other

person to whom it may disclose the confidential information. The obligation to maintain the confidentiality of such information shall not extend to information that (a) is or becomes generally available to the public without violation of this Agreement or any other obligation of confidentiality or (b) is lawfully obtained by the receiving party from a third party without any breach of confidentiality or violation of law. Notwithstanding the foregoing, in the event that the receiving party is required by law to disclose any confidential information to a court, government department/agency, or regulatory body, the receiving party may so disclose, provided that it shall, to the extent permitted by applicable law, first inform the disclosing party of the request or requirement for disclosure to allow an opportunity for the disclosing party to apply for an order to prohibit or restrict such disclosure. Moreover, nothing set forth herein shall prohibit Customer from disclosing confidential information required by state or federal open records laws, to the extent disclosed in compliance with the rules and procedures applicable thereto, including notifying Philips and providing Philips an opportunity to argue certain information may be exempt as a trade secret, if applicable thereunder. Notwithstanding the foregoing, Philips acknowledges that Customer is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its contracts are public documents available for copying and inspection by the public. If Customer receives a demand for the disclosure of any information related to this Agreement that Philips has claimed to be confidential and proprietary, such as Philips's pricing, programs, services, business practices or procedures, Customer will immediately notify Philips of such demand and Philips, after its review thereof, shall promptly notify Customer of its intention to seek injunctive relief in a Nevada court for protective order.

21. SUBCONTRACTS AND ASSIGNMENTS

21.1 Philips may subcontract to third parties of Philips' choice any of Philips' obligations under this Agreement. No such subcontract will release Philips from those obligations to Customer. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.

22. INSURANCE

22.1 Upon Customer request, Philips will provide a Certificate of Philips insurance coverage.

23. RULES AND REGULATIONS

23.1 To the extent made known in writing to Philips, Philips and its subcontractors will comply with Customer's rules and regulations provided such rules and regulations do not conflict with established Philips policies.

24. EXCLUDED PROVIDER

24.1 As of the Effective Date of this Agreement, Philips represents and warrants that Philips, its employees, and subcontractors, are not debarred, excluded, suspended, or otherwise ineligible to participate in a federal or state health care program, nor have they been convicted of any health care related crime for the products and Services provided under this Agreement (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors, providing the Services hereunder have become an Excluded Provider under a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to discuss and attempt to resolve in good faith with Customer any Customer-related concerns, and/or will give Philips a reasonable opportunity to dispute its, or its employee's or subcontractor's, designation as an Excluded Provider. In the event that the parties are unable to resolve any such Customer concerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this Agreement by express written notice for Services not yet rendered prior to the date of exclusion.

25. GENERAL TERMS

25.1 Survival. Customer's obligation to pay any money due to Philips hereunder survives expiration or termination of this Agreement. All of Philips' rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement.

25.2 Performance. The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the Service and delivery of similar or dissimilar services shall not serve as references in interpreting the terms and conditions of this Agreement.

25.3 Severability. If any provision of the Agreement is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired and shall continue in full force and effect.

25.4 Counterparts. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy or facsimile of this Agreement or any such counterpart is deemed the equivalent of an original and any such facsimiles constitute evidence of the existence of this Agreement.

25.5 Governing Law. All transactions contemplated under this Agreement shall be governed by the laws of the state in which the Covered System is located, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act ("UCITA"), in any form. EACH PARTY, KNOWINGLY AND AFTER CONSULTATION WITH COUNSEL, FOR ITSELF, IT'S SUCCESSSORS' AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.

25.6 Entire Agreement. This Agreement constitutes the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation and/or Attachment A, and supersede any previous understandings

or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation and/or Attachment A. No additional terms, conditions, consents, waivers, alterations, or modifications will be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and will not apply to the transactions contemplated by this Agreement.

25.7 Additional Terms. Service specific exhibits and any associated attachments are incorporated herein as they apply to the Services listed on the quotation and/or Attachment A and their additional terms shall apply solely to Customer's purchase of the Services specified therein. If any terms set forth in an exhibit conflict with terms set forth in these Terms and Conditions of Service, the terms set forth in the exhibit shall govern.

26. **Budget Act and Fiscal Fund Out.

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Customer for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Customer's obligations under it shall be extinguished at the end of any of Customer's fiscal years in which Customer's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement, provided that Customer gives Philips at least one hundred and twenty (120) days' prior written notice termination. Customer 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 first day of the fiscal year not appropriated. Termination under this section shall not relieve Customer of its obligations incurred through the first day of the fiscal year not appropriated, or for items delivered for which Customer did not give notification of termination due to loss of appropriated funds.

27. AUTHORITY TO EXECUTE

26.1 The parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement.

Exhibit 1
ADDITIONAL IMAGING SYSTEM SERVICE TERMS AND CONDITIONS
(for Philips and/or Non-Philips Equipment)

1. SERVICES PROVIDED

1.1. Initial Covered System Inspection. Within ninety (90) days after the Effective Date, Philips will inspect the Covered System not previously serviced by Philips and notify Customer of any Covered System that does not meet manufacturers' specifications. Philips will provide Customer a written estimate for repairs necessary to bring any of the Covered System within proper manufacturers specifications. Upon Customer's request, Philips will provide necessary repairs at Philips' then current labor and travel rates. If Customer elects not to have Covered System repaired, then Philips may remove such system from coverage under this Agreement.

1.2. Repair Service. Commencing on the Effective Date and subject to the repair limitation below, Philips or Philips' subcontractors will provide repair Services for Covered System. Philips will provide all replacement parts, which may be refurbished, and labor necessary to repair Covered System, unless excluded in Section 3 herein. All components used are subject to Philips' inspection and quality control procedures and shall be warranted to the same extent that a non-refurbished component is warranted. Parts removed for replacement become the property of Philips and Philips will remove parts from the Covered System Site ("Exchange Basis"). Philips may increase its contract prices if the Covered System is upgraded or reconfigured.

1.3. Planned Maintenance Service. Philips will provide Customer a planned maintenance schedule for the Covered System. Philips will provide such planned maintenance during the service coverage hours (as defined in the Agreement) at a time that is mutually agreed upon. Customer will make the Covered System available in accordance with this Exhibit. Philips or its subcontractors will provide planned maintenance on the Covered System at scheduled intervals. If Philips cannot locate Covered System, or Covered System was not made available for planned maintenance when scheduled, Philips will notify Customer that Customer has ninety (90) days to make available Covered System for planned maintenance, otherwise Customer waives right to service, and Philips may delete Covered System from this Agreement.

1.4. Software Updates. Philips will install operating system software updates provided by the Original Equipment Manufacturer (OEM) for Covered System. Software updates mean revisions to OEM proprietary operating system software that enhance existing Covered System functions and operation without hardware changes but will not install operating system software upgrades to new software platforms or software options offered separately for sale by the OEM.

2. **CONTRACT ADMINISTRATION

2.1. System Additions and Deletions. After completing the inspection, Customer may add a system to the Covered System list by contacting Philips. Customer and Philips will agree on a mutually agreeable price and contract start date. The Covered System will be added to this Agreement after receipt of the signed inventory modification form. Customer may delete Covered System only if: (i) Customer permanently removes it from operation or (ii) it is no longer under Customer's exclusive ownership or control and Customer notifies Philips in writing. The Covered System will be deleted from the Agreement pursuant to Section 7 of the Terms and Conditions of Service.

2.2. Management and Staffing. If on-site staffing is provided, Philips will determine and provide the management and service staff necessary to provide the Services under this Exhibit. Philips will pay all salaries, payroll and other employment taxes or fees, worker's compensation insurance, and other charges or insurance levied or required by any federal, state, or local statutes, relating to its employees. To the extent not in conflict with Philips' Policies or the terms in this Agreement, Philips will follow Customer's standard procedures as followed by Customer's staff in regard to programming changes; testing; change control; and other similar activities, including Customer's Policy I-66 (Contracted Non-Employees/Allied Health Non- Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), as may be amended from time to time. Customer will provide a copy of said policy upon Philips' request.

2.3. Intentionally Omitted.

3. EXCLUSIONS

Unless specifically included in this Agreement, the Services do not include providing or paying the cost of:

3.1. Any rigging or structural alteration incident to the Services;

3.2. Consumable items and supplies (as defined below) ("Consumables"), cryogens, PET calibration sources, film, batteries, cassettes;

3.2.1. Consumables include, but are not limited to, the following: Biomedical Equipment batteries and battery chargers; biomedical laser tubes; patient use pads; filters; light bulbs and light sources; line cords and power cords; external cables and hoses; patient leads and cables; SpO2 sensors and O2 sensors; Probes (TOCO, Doppler, Biomed Ultrasound, Pencil, Bladder Scan, Temp probe, etc.); BP hose/cuff; foot pedals; hand pieces; scopes (laryngoscope, baton, endoscope, etc.); defibrillator cables; paddles and test plugs; or table accessories.

3.3. Cosmetic repairs;

3.4. Repair or replacement of ultrasound transducers and their accessory(ies) and/or attachment(s) due to abuse or negligence (e.g., cuts, bites, punctures, submersion, or improper cleaning);

3.5. The cost of factory reconditioning, rebuilds, or overhauls if repairs cannot maintain the equipment in satisfactory operating condition;

3.6. Disposing hazardous, infectious, or biomedical waste or materials;

3.7. Providing service to any system under a current service agreement between Customer and another vendor until such agreements expire or are terminated by Customer. Philips is not liable for any cancellation penalty or cost associated with

Customer's termination of any such agreement;

3.8. Unless otherwise specified in the quote, maintaining or repairing third-party products including but not limited to nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers magnet replacement, magnet refrigeration system (coldhead, compressor, chillers), MR RF rooms, surface coils HVAC systems, power conditioners, uninterruptible power supplies, ultrasound transducers (probes) (accessory or attach), TEE probes, TV camera pick-up tubes, photo multiplier tubes, accelerator center beam lines, piped medical gases (up to the wall outlets), copier drums, electron guns, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), klystrons and thyratrons, magnetrons, plumbicons, waveguides, and attachments.

3.9. If this Agreement includes coverage for biomedical services, the following are not included in the definition of Biomedical Equipment: arthroscopy instruments, blood pressure cuffs (accessory or attachment), fume hoods, high-end lab analyzers, lead aprons/shields, nurse call, and surgical robots, electronic thermometer probes, electrosurgical instruments (pencils & pads), general or surgical instruments, laboratory glass, laser tubes, phaco hand pieces (cataract extraction units, accessory or attachment), non-electrical surgical equipment, rigid & semi-rigid scopes.

4. COVERAGE

4.1. Philips will provide services on-site during the hours listed in Customer's service agreement, excluding Philips observed holidays, unless otherwise set forth in attachments or exhibits ("Service Coverage"). Customer may request service outside of the Service Coverage or service that is not otherwise included in this Agreement and, subject to the availability of personnel and repair parts, Philips will provide such service at Philips's then current preferred labor and travel rates. Customer will be charged a minimum of two hours on-site time plus applicable travel charges and expenses per service visit.

5. DOCUMENTATION

5.1. Upon Customer's written request, Philips will provide repair and planned maintenance records for the Covered System.

6. CUSTOMER RESPONSIBILITIES

During the term of this Agreement, Customer will:

6.1. Attend a start-up meeting at Customer's facility, prior to the Effective Date of this Agreement, so Philips can explain the Services to Customer's management and selected staff;

6.2. **Provide Philips staff a secure non-exclusive space within Customer's main facility and at each additional facility or location as necessary for the performance of the Services;

6.3. Provide Philips with broadband internet or Wi-Fi access for business purposes;

6.4. Provide Philips with the Covered System service manuals for any non-Philips System;

6.5. Maintain all software licenses applicable to the Covered System;

6.6. For Philips use in remote servicing of the System, if required by Philips:

6.6.1. Provide Philips a secure location for hardware to connect System to Philips Remote Service ("PRS"), and such hardware will remain Philips' property and is only provided during the term of this Agreement; and:

6.6.1.1 Provide Philips and its vendors full and free access to the PRS hardware to enable Philips to remotely access the Covered System or non-Philips System;

6.6.1.2 Provide Philips at each Covered System Site, at all times during the term of this Agreement, a dedicated broadband Internet access node, including public and private interface access, suitable to establish a successful connection to the System through the PRS and Customer network; and

6.6.1.3 If the Covered System cannot be connected to the PRS, and Customer fails to provide the access described in Section 6, then Customer waives its rights to Services under this Agreement and any uptime guarantee.

6.6.2. Allow Philips to connect to Customer's Covered System via Collaboration Live, which is powered by Reacts, or connect with Customer directly through the Reacts Collaboration Platform (and may be subject to a separate license, a copy of which will be provided upon request), and:

6.6.2.1 Provide Philips at each Covered System Site, at all times during the term of this Agreement, a dedicated Internet access node, including public and private interface access, suitable to connect the System to the Collaboration Live;

6.6.2.2 Provide Philips the ability to connect with Customer directly through a smart device if Philips cannot connect to Customer's system directly;

6.6.2.3 Only use Collaboration Live or the Reacts Collaboration Platform for the purpose of Philips servicing of the System; and

6.6.2.4 If the Customer fails to meet the requirements in this Section 6.6.2, then Customer waives its rights to Services under this Agreement and any uptime guarantee.

6.6.3 Allow Philips to remotely download the error logs for remote servicing purposes.

7. HELIUM REPLENISHMENT (APPLIES ONLY TO MRI SERVICE)

7.1. If Helium Replenishment Service is included in this Agreement, Customer shall report any magnet cooling system (cold-head, compressor, or chiller) malfunction within twenty-four (24) hours. If Customer fails to report any malfunctions or provide continuous chilled water or power to the MRI system, then Customer is responsible for any additional helium expenses.

7.2. Customer shall provide access to the MRI system to perform helium replenishment, cryo refrigeration system and chiller services during contract hours of corrective and/or planned maintenance services.

7.3. If the Covered System is not connected to the PRS, then Customer shall report helium level readings weekly for all MRI systems covered under this Agreement into the Philips Helium Reading Registration System at: https://heliumreg.onephilipsmdc.com/.

7.4. During the term of the Agreement Customer will immediately inform Philips upon the happening of any of the following:

7.4.1. An on-screen message appears on the Covered System computer that Helium refill is required; or
7.4.2. The liquid helium level is below the minimum operating helium level as indicated in the Instructions for Use. (In such case an on-screen message may also appear on the system computer indicating that scanning will be prohibited within certain days or immediately. In both cases Customer shall immediately inform Philips and in the latter case Customer shall also immediately cease to operate the MRI Equipment);
7.4.3. A sudden, unexpected drop of liquid helium level is encountered; or
7.4.4. The MRI magnet refrigeration system is out of order and/or not operational.

7.5. Customer shall act on alerts provided by the MRI Equipment and/or monitoring processes which apply to the operating environment condition.

7.6. If liquid Helium is purchased by Customer from Philips, Customer shall ensure that the filling of liquid Helium is done by Philips authorized personnel only.

7.7. If Helium Replenishment Service is excluded from this Agreement, Philips does not accept any responsibility and Philips will not be liable for any cost or damages due to the loss of liquid Helium or due to the services provided by a third party other than a subcontractor of Philips. Any costs will be fully charged to Customer, including the costs of refill of the liquid Helium, including shipment, labor, duties and taxes.

7.8. Customer will inform Philips of any planned power outages.

8. FURTHER USE OF SYSTEM DATA

8.1. Mandatory Data. Customer acknowledges and agrees that by executing this Agreement and using the Licensed Software, it has agreed that product inventory and crash signature data generated by the Licensed Software shall be delivered into the custody of Philips, or of systems maintained on Philips' behalf, without notice to Customer. Such data is referred to herein as "Mandatory Data" and such data is described in the Licensed Software's documentation for each Licensed Software release; the data comprising Mandatory Data is subject to change with each release of upgrades, updates, patches and modifications to the Licensed Software. Customer agrees that any Mandatory Data will be the property of Philips. Part of the Mandatory Data might constitute (non-sensitive) Personal Data. Notwithstanding any other term of the Agreement, Customer agrees that Philips may de-identify data generated by the devices used by Customer such as log files, exam files, errors data, utilization data, and system log files ("Device Data") and use and disclose de- identified Device Data for Philips' own purposes (including, but not limited to for data analytics activities to determine trends of usage of Philips' devices and services, to facilitate and advise on continued and sustained use of Philips' products and services, substantiation of marketing claims and for benchmarking purposes). Philips shall de-identify Device Data in accordance with the standards of the HIPAA Privacy Rule. Separation of such data from the Philips database is impossible, therefore Philips shall have the right to continue using such data upon expiration of this Agreement.

8.2. Enhanced Data. Customer also acknowledges and agrees that additional system performance data related to errors or status of devices shall be delivered into the custody of Philips, or of systems maintained on Philips' behalf, without notice to Customer. This additional data includes alert such as low disk space and device reboot; performance indicators such as slow database query; and additional statistics such as critically low battery and packets sent ("Enhanced Data"). Customer acknowledges that the Enhanced Data feature is activated as default in the Licensed Software, and Customer is responsible for turning off the Enhanced Data feature at install. Customer acknowledges that by activating the Enhanced Data feature, Customer will be able to access an interface, which allows Customer to export data onto Customer's Network Management System. Customer agrees that any Enhanced Data will be the property of Philips. Customer agrees to assign, and hereby assigns, all right, title, and interest worldwide in the Enhanced Data to Philips. Customer acknowledges and agrees that Philips may use such Enhanced Data for its business purposes without restriction. In addition, Philips will not expose any data set tied to Customer, to another customer of Philips or any other third party. In addition, Customer will be able to select within the Licensed Software settings if they choose to enable or disable the Licensed Software from sending Enhanced Data information to Philips.

PHILIPS

Exhibit 4
UPTIME GUARANTEE

1. GENERAL

1.1 Philips shall provide to Customer the uptime guarantee specified below ("Uptime Guarantee") on the Covered System listed in the quote and/or or Attachment A as having uptime as an entitlement ("Uptime System"). Uptime System does not include peripherals, such as external printers, archiving devices, external display monitors, or attached cameras. If Customer does not meet its responsibilities described in Section 6 of Exhibit 1, then Customer is not entitled to the benefits of this Uptime Guarantee.

1.2 If an item of Uptime System fails to achieve the Uptime Percentage (as defined below) set forth on Schedule 3(a) below, then Customer, as its sole and exclusive remedy, will receive a discount of future Agreement payment(s), as described in Section 3 below.

2. DEFINITIONS

2.1 Measurement Period: The measurement period for determining Uptime Percentage is twelve (12) months beginning on the effective date of this Agreement and thereafter on the anniversary date of the effective date.

2.2 Base Hours shall mean the hours/day and days/week over which Uptime Hours and Downtime will be calculated during the Measurement Period. The Base Hours will be the contracted hours of coverage provided for under this Agreement for each Uptime System.

2.3 Downtime shall mean the time that the Uptime System is unable to produce diagnostic images during the Base Hours of any given Measurement Period solely due to Philips' design, manufacturing, materials, or Service performance failure. Measurement of Downtime commences when Customer notifies the Philips Customer Care Solutions Center that the Uptime System is unable to produce diagnostic images. Downtime does not include time due to planned maintenance service, cryogen replenishment, installation of upgrades and updates, x-ray tube replacement, or an occurrence or condition excluded under this Agreement. Philips may verify Downtime and adjust calculations accordingly.

2.4 Uptime Hours are determined by subtracting the total Downtime from the Base Hours for a particular piece of Uptime System [Uptime Hours = Base Hours – Downtime].

2.5 Uptime Percentage is determined by dividing the Uptime Hours by the Base Hours and multiplying the result by 100 [Uptime Percentage = (Uptime Hours/Base Hours) x 100].

3. ADJUSTMENT SCHEDULE

3.1 If the Uptime Percentage specified in Schedule 3(a) is not achieved for Uptime System, then the specified discount will be applied to all payments due during the next Uptime Measurement Period for the Uptime System that did not achieve the Uptime Percentage.

3.2 Schedule 3(a): Agreement Payment Adjustment Schedule for Uptime System.

99% Uptime Guarantee		98% Uptime Guarantee		96% Uptime Guarantee	
Uptime Percentage	Discount	Uptime Percentage	Discount	Uptime Percentage	Discount
99% - 100%	None	98% - 100%	None	96% - 100%	None
96% - 98.9%	5%	95% - 97.9%	5%	91% - 95.9%	5%
93% - 95.9%	10%	92% - 94.9%	10%	<90.9%	10% *
<92.9%	15% *	<91.9%	15% *		

* Maximum adjustment available

4. UPTIME PERCENTAGE DETERMINATION

4.1 The Uptime Percentage is determined according to the following formula: Uptime Percentage = (Uptime Hours/Base Hours) x 100. Below are examples of how Uptime Percentage is determined:

4.1.1 MEASUREMENT EXAMPLE # 1:
Base Hours = 8 AM to 5 PM Monday through Friday over the 12-month Measurement Period. 9 hours x 5 days x 52 weeks = 2,340 Base Hours
2,340 Base Hours – 60 Downtime hours = 2,280 Uptime Hours
(2280 / 2340) * 100 = 97.4% Uptime Percentage

4.1.2 MEASUREMENT EXAMPLE # 2:
Base Hours = 8 AM to 9 PM Monday through Friday over the 12-month Measurement Period. 13 hours x 5 days x 52 weeks = 3,380 Base Hours
3,380 Base Hours – 60 Downtime hours = 3,320 Uptime Hours (3320 / 3380) * 100 = 98.2% Uptime Percentage

5. REPORTS

5.1 Uptime Percentage performance reports will be provided at Customer's request for any Measurement Period while this Uptime Guarantee remains in effect. To receive any applicable discount, Customer must notify Philips in writing that the Uptime Percentage was not achieved for a particular Uptime System within sixty (60) days after the end of a Measurement Period.

6. WARRANTY DISCLAIMER

6.1 Philips full Uptime Guarantee obligations to Customer are described in this Exhibit. Philips provides no warranties under this Uptime Guarantee. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO THIS UPTIME GUARANTEE.

7. LIMITATIONS OF REMEDIES AND DAMAGES

7.1 Philips total liability, if any, and Customer's exclusive remedy with respect to this Uptime Guarantee and Philips performance hereunder is limited to the remedies stated herein.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Purchase of 11 Anesthesia Machines with GE Healthcare Datex-Ohmeda, Inc.**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Quote with GE Healthcare for the purchase of anesthesia machines; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Number: 5430.011
Fund Name: Clark County Capital Equipment Transfer
Fund Center: 3000999901
Funded Pgm/Grant: N/A
Description: 11 Avance Anesthesia Machines
Cost: $684,211.07
Bid/RFP/CBE: HPG
Term: One Time Purchase
Out Clause: Budget Fund Out

BACKGROUND:

This request is to purchase 11 Avance CS2 Anesthesia Systems from GE Healthcare Datex-Ohmeda, Inc. which are being purchased to replace 11 obsolete anesthesia machines currently located in the OR. The cost of these systems which include monitors, vaporizers, software and installation is $684,211.07. The equipment includes training and a one-year warranty.

HPG is the purchasing agent for the Group Purchasing Organization (GPO) of which UMCSN is a member. Pursuant to NRS 450.525 and NRS 450.530 this purchase may be made using the HealthTrust Purchasing Contract. Attached is a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMC's Clinical Director of Specialty Services has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

This Quote was reviewed by the Governing Board Audit and Finance Committee at their October 20, 2021 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
October 27, 2021

Agenda Item #
14

GE Healthcare

Date: 10-08-2021
Quote #: PR14-C91651
Version #: 9
Q-Exp-Date: 12-10-2021

University Medical Center
1800 W Charleston Blvd
Las Vegas NV 89102-2329

Attn: Janet David-Lustina RN
9300 W Sunset Rd Las Vegas
NV 89148-4844

Date: 10-08-2021

Quote Summary

QTY	DESCRIPTION	Discount
11	AVANCE CS2	37.96%
11	CARESCAPE B650 V3_1	29.17%
11	CARESCAPE PATIENT DATA MODULE	40.78%
2	Tec 850 Vaporizers	36.20%
11	Tec 850 Vaporizers	36.20%
11	ANESTHESIA OPTIONS - STANDALONE	36.50%
2	Periop Training and Services	10.00%
11	ANESTHESIA OPTIONS - STANDALONE	36.50%
	Quote Summary:	
	Total Quote Discount (36.29%)	**($425,507.94)**
	Total Extended Selling Price	**$746,911.07**
	Trade in 11 Aestiva	**($33,000.00)**
	Trade in 11 S5 AM Monitors	**($24,200.00)**
	Trade in Monitors	**($5,500.00)**
	Total Quote Net Selling Price:	**$684,211.07**

The following proposal contains a listing of the specific components comprising each system, as well as prices, warranty and terms.

If this Quotation has demo/refurbished equipment on it, the quote is valid for 7 days only and is subject to availability.

Upon acceptance, please return this quotation, together with your purchase order, to GE Healthcare Customer Relationship Center (CRC) at the address below.

In the event of a conflict between the terms of the foregoing summary and the terms of the full Quotation, the terms of the full Quotation shall control.

GE Healthcare Confidential & Proprietary

GE Healthcare

Date: 10-08-2021
Quote #: PR14-C91651
Version #: 9
Q-Exp-Date: 12-10-2021

Issued By:
Datex-Ohmeda, Inc
FEIN: 22-3029570

Customer Address:
University Medical Center
1800 W Charleston Blvd
Las Vegas NV 89102-2329

Attention:
Janet David-Lustina RN
9300 W Sunset Rd Las Vegas
NV 89148-4844

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified herein. "Agreement" is defined as this Quotation and the terms and conditions set forth in either (i) the Governing Agreement identified below or (ii) if no Governing Agreement is identified, the following documents:

1) This Quotation that identifies the Product offerings purchased or licensed by Customer;

2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions. In the event of conflict among the foregoing items, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above (or the Governing Agreement, if any) shall constitute the complete and final agreement of the parties relating to the Products identified in this Quotation.

No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties.

Governing Agreement:	UMC MPA #01374748.0
Customer Number:	1-23NKHQ
Terms of Delivery:	FOB Destination
Billing Terms:	80% Delivery / 20% Installation
Payment Terms:	30 DAYS NET
Total Quote Net Selling Price:	$684,211.07
Sales And Use Tax Status:	Exemption Certificate on File

** The following ship to states do not impose a sales/use tax (AK, DE, MT, NH, OR). No exemption certificate required.

IMPORTANT CUSTOMER ACTIONS:

Please select your planned source of funds. Source of funds is assumed to be cash unless you chose another option. Once equipment has been shipped, source of funds changes cannot be allowed.

____Cash

____GE HFS Loan ____GE HFS Lease

____Other Financing Loan ____Other Financing Lease Provide Finance Company Name_____

By signing below, each party certifies that it (i) has received a complete copy of this Quotation, including the GE Healthcare terms, conditions and warranties, and (ii) has not made any handwritten or electronic modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

Each party has caused this agreement to be executed by its duty authorized representative as of the date set forth below.

CUSTOMER

_____ _____
Authorized Customer Signature Date

_____ _____
Print Name Print Title

_____
Purchase Order Number (if applicable)

Datex-Ohmeda, Inc., a GE Healthcare business

Kevin Brotherson 10-08-2021
Signature Date

PeriOperative Care Sales Specialist

Email: Kevin.V.Brotherson@ge.com
Mobile: +18015605255
Fax: 4352030196

GE Healthcare Confidential & Proprietary

GE Healthcare

Date:	10-08-2021
Quote #:	PR14-C91651
Version #:	9
Q-Exp-Date:	12-10-2021

Total Quote Selling Price	**$746,911.07**
Trade-In and Other Credits	$62,700.00
Total Quote Net Selling Price	**$684,211.07**

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:
Kevin Brotherson
Mobile: +18015605255
Email: Kevin.V.Brotherson@ge.com
Fax: 4352030196

Payment Instructions

Please **Remit** Payment for invoices associated with this quotation to:
Datex-Ohmeda, Inc.
PO Box 641936
Pittsburgh, PA 15264-1936

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- If requested, please indicate, your form of payment.
- If you include the purchase order, please make sure it references the following information
  - The correct Quote number and version number above
  - The correct Remit To information as indicated in **"Payment Instructions"** above
  - The correct SHIP TO site name and address
  - The correct BILL TO site name and address
  - The correct Total Quote Net Selling Price as indicated above

"Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms.
Signature page on quote filled out with signature and P.O. number.
**********OR**********
Verbiage on the purchase order must state one of the following: (i) Per the terms of Quotation #_____; (ii) Per the terms of GPO#_____; (iii) Per the terms of MPA #_____; or (iv) Per the terms of SAA #_____. Include the applicable quote/agreement number with the reference on the purchase order.
In addition, source of funds (choice of: Cash/Third Party Loan or GE HEF Lease or GE HEF Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."

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Line #	QTY	Item #	DESCRIPTION	Contract Price	Discount	Ext Sell Price
	11		**Avance CS2**			
1	**11**	**1009-9050-000**	**Avance CS2**			
			Avance CS2			
	11	M1231557	Frame 2 Vaporizer Trolley	$39,000.00	36.50%	$272,415.00
			Frame 2 Vaporizer Trolley			
	11	5836055-US	MANUALS AND SOFTWARE AVANCE CS2 12.X ENGLISH FOR USA	$6,000.00	36.50%	$41,910.00
			MANUALS AND SOFTWARE AVANCE CS2 12.X ENGLISH FOR USA			
	11	M1231592	DISS Pipeline Fittings, ANSI Colors O2 Right, O2 Drive	Incl.	Incl.	Incl.
			DISS Pipeline Fittings, ANSI Colors O2 Right, O2 Drive			
	11	M1231574	N2O Pipeline DISS Fitting	$515.00	36.50%	$3,597.33
			N2O Pipeline DISS Fitting			
	11	M1231676	AC Inlet 100-120V NEMA Power Cord and 4 Isolated Outlets	$700.00	36.50%	$4,889.50
			AC Inlet 100-120V NEMA Power Cord and 4 Isolated Outlets			
	11	M1231768	Single Slot Module Rack for Airway Module	$150.00	36.50%	$1,047.75
			Single Slot Module Rack for Airway Module			
	11	1009-8220-000	Non-circle (switched) SCGO	$670.00	36.50%	$4,679.95
			Non-circle (switched) SCGO. If ordered, machine does a positive test for leaks, menu selection for Jackson Reese			
	11	1009-8159-000	Bag support arm	$349.50	36.50%	$2,441.23
			Bag support arm			

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Line #QTY	Item #	DESCRIPTION	Contract Price	Discount	Ext Sell Price
11	5814439	Active Adjustable Flow AGSS. High Vacuum, variable flow with bag indicator (includes scavenging bag) Active Adjustable Flow AGSS. High Vacuum, variable flow with bag indicator (includes scavenging bag)	$400.00	36.50%	$2,794.00
11	M1242882	Suction Regulator 3 Mode DISS Pipeline Fitting Suction Regulator 3 Mode DISS Pipeline Fitting	$275.00	36.50%	$1,920.93
11	M1231583	Cylinder Supply O2 Pin Indexed Inboard Cylinder Supply O2 Pin Indexed Inboard	$700.00	36.50%	$4,889.50
11	M1231585	Cylinder Supply AIR Pin Indexed Inboard Cylinder Supply AIR Pin Indexed Inboard	$700.00	36.50%	$4,889.50
11	M1231591	Cylinder Supply N20 Pin Indexed Outboard Cylinder Supply N20 Pin Indexed Outboard	$700.00	36.50%	$4,889.50
11	M1231688	Pressure Control Modes Suite PCV, PCV-VG, SIMV PCV-VG Ventilation Modes	$2,200.00	36.50%	$15,367.00
11	M1231689	Spontaneous Breathing Modes Suite SIMV PCV, SIMV VCV, PSVPro Ventilation Modes	$2,000.00	36.50%	$13,970.00
11	1009-3276-000	Drawer storage insert, small Drawer storage insert, small	$37.14	36.50%	$259.38
11	M1228544	Lower right side rail mounting kit	$180.00	36.50%	$1,257.30

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Line #	QTY	Item #	DESCRIPTION	Contract Price	Discount	Ext Sell Price
			Lower right side rail mounting kit			
	11	M1231573	Suction Bottle Mounting Arm	$120.00	36.50%	$838.20
			Suction Bottle Mounting Arm			
	11	1009-8469-000	Folding side shelf	$300.00	36.50%	$2,095.50
			Folding side shelf, Factory Install, Aespire-Avance			
2	11	M1199109	CARESCAPE Respiratory Module, E-sCAiO	$10,000.00	46.00%	$59,400.00
			CARESCAPE Respiratory Module, E-sCAiO			
3	11	M1182629	D-fend Pro, Water Trap, Anesthesia, Multi Patient Disposable (QTY 10) Dark Blue Steel	$95.00	44.80%	$576.84
			D-fend Pro, Water Trap, Anesthesia, Multi Patient Disposable (QTY 10) Dark Blue Steel			
4	11	CF-8004463	Exhaust line with coulter fitting, 18cm/7in	$19.03	36.50%	$132.88
			Exhaust line with coulter fitting, 18cm/7in			
5	11	M1236888	Patient monitor mount B650 Vertical with short cable management arm	$500.00	40.60%	$3,267.00
			Patient monitor mount B650 Vertical with short cable management arm			
6	11	1407-7021-000	EZ Change Module	$530.00	36.50%	$3,702.05
			EZ Change Module			
7	11	2105488-024	ABS Start-up Kit with Inteliflo Patient Circuit	$23.68	36.50%	$165.44
			ABS Start-up Kit with Inteliflo Patient Circuit			

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Line #	QTY	Item #	DESCRIPTION	Contract Price	Discount	Ext Sell Price
8	11	2096534-003	GE Patient Hytrel Tube, Adult Reusable, 0.9M GE Patient Hytrel Tube, Adult Reusable, 0.9M	$28.22	36.50%	$197.12
9	11	2105488-025	ABS Bag Arm Connector, Reusable, 1ea ABS Bag Arm Connector, Reusable, 1ea	$21.00	36.50%	$146.74
10	11	1407-7001-000	Flow Sensor Holder Flow Sensor Holder	$307.00	36.50%	$2,144.45
11	11	1009-8205-000	Evac hose assemblies NCG VAC, 5 m/16.4 ft Evacuation hose assemblies NCG VAC, 5 m/16.4 ft	$140.00	36.50%	$977.90
12	33	0210-5022-300	Cylinder Gasket, 19 OD HPO2 6.35 ID 1.5 T Cylinder Gasket, 19 OD HPO2 6.35 ID 1.5 T	$50.38	36.50%	$1,055.67
13	11	1503-3857-000	Plug O2 Port Kit Plug O2 Port Kit (allows the oxygen cell to be removed when using M-gas for oxygen monitoring)	$22.47	36.50%	$156.97
14	11	1009-3276-000	Drawer storage insert, small Drawer storage insert, small	$37.14	36.50%	$259.38
15	11	PROMO-442	Gas Module Promo Gas Module Promo	Incl.	Incl.	Incl.
	11		**CARESCAPE B650 V3.1**			
16	**11**	**2095801-001**	**CARESCAPE B650 MBB313 (ATO MODEL)** **CARESCAPE B650 MBB313 (ATO**			

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Line #	QTY	Item #	DESCRIPTION	Contract Price	Discount	Ext Sell Price
			MODEL)			
	11	5845105	B650 V3 FRAME WITHOUT WLAN B650 V3 FRAME WITHOUT WLAN	$5,850.00	28.75%	$45,849.43
	11	2084296-001	CARESCAPE B650 CSPV3 SOFTWARE CARESCAPE B650 CSPV3 SOFTWARE	$4,000.00	28.75%	$31,350.00
	11	5844056	B650 RECORDER OPTION B650 RECORDER OPTION	$1,250.00	28.75%	$9,796.93
	11	2095613-015	B650 V3 ENGLISH US LOCALIZATION B650 V3 ENGLISH US LOCALIZATION	Incl.	Incl.	Incl.
	11	M1176055	B650 English US keyboard Software setting B650 English US keyboard Software setting	Incl.	Incl.	Incl.
	11	M1174792	B650 Power frequency setting 60HZ B650 Power frequency setting 60HZ	Incl.	Incl.	Incl.
	11	2066381-001	POWER CORD, USA/CANADA 8FT ANGLE, GE PN 405535-007 POWER CORD, USA/CANADA 8FT ANGLE, GE PN 405535-007	$20.00	28.75%	$156.75
	11	M1174123	B650 6ORP - Anesthesia Software Package B650 6ORP - Anesthesia Software Package	$267.00	28.75%	$2,092.64
	11	5813866-01	B650 Basic Anesthesia Bundle Bundle includes: Anesthetic Agent Measurement and Multi Lead ST Analysis	$2,667.00	28.75%	$20,902.64
17	11	2105824-018	PDM Support PDM Support	Incl.	Incl.	Incl.

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Line #	QTY	Item #	DESCRIPTION	Contract Price	Discount	Ext Sell Price
18	11	2083083-001	INSTALLATION CHARGE INSTALLATION CHARGE	$281.08	50.00%	$1,545.94
	11		**Patient Data Module (PDM)**			
19	**11**	**2042084-001**	**Patient Data Module (PDM)** **Patient Data Module (PDM)**			
	11	2041390-065	MASIMO ASSEMBLY NO CE MASIMO ASSEMBLY NO CE	$7,700.00	40.60%	$50,311.80
	11	2041390-063	MASIMO ENGLISH LANGUAGE NO CE MASIMO ENGLISH LANGUAGE NO CE	Incl.	Incl.	Incl.
	11	2041575-002	60Hz 60Hz	Incl.	Incl.	Incl.
	11	2041575-003	Invasive Pressures Invasive Pressures	$2,600.00	40.60%	$16,988.40
	11	2041390-041	Battery Battery	$260.00	40.60%	$1,698.84
	11	2041390-044	No Bedside Dock No Bedside Dock	Incl.	Incl.	Incl.
20	11	2083083-001	INSTALLATION CHARGE INSTALLATION CHARGE	$211.20	50.00%	$1,161.60
	2		**Tec 850 Vaporizers**			
21	**2**	**1177-9850-ISO**	**TEC 850 ISO** **TEC 850 ISO**			
	2	1177-8150-000	TEC 850 ISO Calibrated Assembly TEC 850 ISO Calibrated Assembly	$4,000.00	36.20%	$5,104.00
	2	M7209011	EASY-FIL Isoflurane Filler EASY-FIL Isoflurane Filler	$450.00	36.20%	$574.20

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Line #	QTY	Item #	DESCRIPTION	Contract Price	Discount	Ext Sell Price
	2	M7209022	TEC 850 ISO GE TEC 850 ISO GE	Incl.	Incl.	Incl.
	2	2106572-001	Easy-fil™ Bottle Adapter, Isoflurane Easy-fil™ Bottle Adapter, Isoflurane	$36.00	36.20%	$45.94
	2	2095452-001	TEC 850 English URM TEC 850 English URM	$14.00	36.20%	$17.86
	11		**Tec 850 Vaporizers**			
22	**11**	**1177-9850-SEV**	**TEC 850 SEV** **TEC 850 SEV**			
	11	1177-8350-000	TEC 850 SEVO Calibrated Assembly TEC 850 SEVO Calibrated Assembly	$4,000.00	36.20%	$28,072.00
	11	M7209012	EASY-FIL Sevoflurane Filler EASY-FIL Sevoflurane Filler	$450.00	36.20%	$3,158.10
	11	M7209024	TEC 850 SEVO GE TEC 850 SEVO GE	Incl.	Incl.	Incl.
	11	2106572-003	Easy-fil™ Bottle Adapter, Sevoflurane Easy-fil™ Bottle Adapter, Sevoflurane	$36.50	36.20%	$256.19
	11	2095452-001	TEC 850 English URM TEC 850 English URM	$14.00	36.20%	$98.23
23	11	PROMO-442	Gas Module Promo Gas Module Promo	Incl.	Incl.	Incl.
	11		**Anesthesia Options - Standalone**			
24	11	1107-9601-000	Tec 6 Plus Vaporizer Suprane (Desflurane) 120V-English Tec 6 Plus Vaporizer Suprane (Desflurane) 120V-English. US NEMA plug	$7,000.00	36.50%	$48,895.00

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GE Healthcare

Date: 10-08-2021
Quote #: PR14-C91651
Version #: 9
Q-Exp-Date: 12-10-2021

Line #	QTY	Item #	DESCRIPTION	Contract Price	Discount	Ext Sell Price
	2		**Periop Training and Services**			
25	2	2020786-319	Avance CS2 Technical Service Training Tuition/Lodging The AVANCE CS2 Technical Training class provides the participant with an understanding of the operation and configuration of the anesthesia machine and its ventilator. Hands-on labs are designed to reinforce skills required to understand the operation of the system, removal and replacement of components, loading of system software, troubleshooting using the appropriate tools, completion of the Planned Maintenance inspection, and performance of all calibrations.	$12,310.00	10.00%	$22,158.00
	11		**Anesthesia Options - Standalone**			
26	11	6700-0510-802	DISS Hand-I-Twist (HIT) Adapter, Vacuum, Female with 1/8" NPT male DISS Hand-I-Twist (HIT) Adapter, Vacuum, Female with 1/8" NPT male	$49.08	36.50%	$342.87

Quote Summary:

Total Quote Discount (36.29%)	**($425,507.94)**
Total Extended Selling Price	**$746,911.07**
Trade in 11 Aestiva	**($33,000.00)**
Trade in 11 S5 AM Monitors	**($24,200.00)**
Trade in Monitors	**($5,500.00)**
Total Quote Net Selling Price:	**$684,211.07**

(Quoted prices do not reflect state and local taxes if applicable)

Delivery date set at time of order.

If this Quotation contains a trade-in, such trade-in shall be governed by the terms and conditions set forth on the Trade-In

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Addendum to GE Healthcare Quotation attached to or provided with this Quotation.

Service Option invoicing will be separate from the equipment.

If this Quotation has demo/refurbished equipment on it, the quote is valid for 7 days only and is subject to availability.

All GE Healthcare pricing is confidential and proprietary. Any reporting requires GEHC's consent..

If applicable, for more information on this device's operating system, please visit GE Healthcare's product security portal at: https://securityupdate.gehealthcare.com/en/products

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1. Definitions. As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare's packaging and with its labeling; "Software" is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare's packaging and with its labeling, and Documentation associated with the software; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is Equipment, Software and Third Party Product; and "Services" are Product support or professional services; "Subscription" is a limited-term, non-transferable license to access and use a Product (except Healthcare Digital Products), including any associated support Services; "Healthcare Digital Products" are: (i) Software identified in the Quotation as "Centricity"; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. "Specifications" are GE Healthcare's written specifications and manuals as of the date the Equipment shipped. "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE Healthcare to Customer.

2. Term and Termination. Software licenses, Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement and/or the Quotation that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate the respective Agreement or Quotation. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement or a Quotation. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination. Expiration or termination of this Agreement will have no effect on Quotations executed prior to the date of expiration or termination.

3. Software License. Other than as identified in a Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only in the United States consistent with the terms of this Agreement. Customer's independent contractors (except GE Healthcare competitors) may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software, except for making 1 backup copy, and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation. If GE Healthcare provides Third Party Software, Customer will comply with third party license terms, and licensors are third-party beneficiaries of this Agreement.

4. Commercial Logistics

4.1 Order Cancellation and Modifications.

4.1.1 Cancellation. If Customer cancels an order prior to shipment without GE Healthcare's written consent, Customer will be responsible for all third-party expenses incurred by GE Healthcare prior to Customer's order cancellation and GE Healthcare may charge: (i) a fee of up to 10% of the Product price; and (ii) for site evaluations performed prior to cancellation. GE Healthcare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE Healthcare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE Healthcare may cancel on written notice. This Section does not apply to Software or Subscriptions, Third Party Products and/or related professional or installation services; those orders are non-cancellable.

4.1.2 Used Equipment. Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment is not new and may have received reconditioning to meet Specifications ("Used Equipment"). Sale of Used Equipment is subject to availability. If it is no longer available, GE Healthcare will attempt to identify other Used Equipment in its inventory that meets Customer's needs, and if substitute Used Equipment is not acceptable, GE Healthcare will cancel the order and refund any deposit Customer paid for the Used Equipment.

4.2 Site Preparation. Customer is responsible for network and site preparation, including costs, in compliance with GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

4.3 Transportation, Title and Risk of Loss. Unless otherwise identified in the Quotation, shipping terms are FOB Destination. Title and risk of loss to Equipment and Third-Party Equipment passes to Customer on delivery to Customer's designated delivery location.

4.4 Delivery, Returns and Installation. Delivery dates are approximate. Products may be delivered in installments. GE Healthcare may invoice multiple installment deliveries on a consolidated basis, but this does not release Customer's obligation to pay for each installment delivery. Delivery occurs: (i) for Product, on electronic or physical delivery to Customer; and (ii) for Services, on performance.

Products cannot be returned for refund or credit if they match the Quotation.

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those

hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE Healthcare; (ii) enable connectivity and interoperability with products not provided by GE Healthcare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For upgrades and revisions to non-Healthcare Digital Products, Customer must return replaced components to GE Healthcare at no charge.

4.5 Information Technology Professional Services ("ITPS"). ITPS must be completed within 12 months of the later of the ITPS order date or Product delivery. If not done within this time period, other than because of GE Healthcare's failure to perform, ITPS performance obligations expire without refund. ITPS includes project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations. This Section does not apply to Healthcare Digital Products.

4.6 Acceptance.

4.6.1 Equipment Acceptance. Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications ("Equipment Test Period"). If the Equipment fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Equipment; and (iii) a reasonable time to bring the Equipment into compliance. After correction by GE Healthcare, Customer will have the remainder of the Equipment Test Period or 3 days, whichever is greater, to continue testing. Equipment is accepted on the earlier of expiration of the Equipment Test Period or the date the Equipment is first used for non-acceptance testing purposes.

4.6.2 Software Acceptance. Beginning on completion of Software implementation, Customer will have 30 days to determine if the Software operates substantially in accordance with the Documentation ("Software Test Period"). If the Software fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE Healthcare, Customer will have the remainder of the Software Test Period or 5 days, whichever is greater, to continue testing. Software is accepted on the first to occur of: (a) expiration of the Software Test Period; (b) the date Software is first used to process actual data; or (c) the "Go-Live Date" as defined in the Quotation.

4.6.3 Third Party Product Acceptance. Third Party Products are accepted 5 days after delivery.

4.6.4 Subscription Acceptance. Products provided pursuant to a Subscription are accepted 5 days after GE Healthcare provides Customer access to the Products.

4.7 Third Party Products and Services. If GE Healthcare provides Third Party Products and/or Services, then (i) GE Healthcare is acquiring them on Customer's behalf as its agent and not as a supplier; (ii) GE Healthcare provides no warranties or indemnification, express or implied; and (iii) Customer is responsible for all claims resulting from or related to their acquisition or use.

4.8 Mobile Equipment. GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.

4.9 Audit. GE Healthcare may audit Customer's use of Software, Subscription and Healthcare Digital Products to verify Customer's compliance with this Agreement up to 12 months following termination or expiration of the applicable Quotation. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer's Software license, Subscription or use of the Healthcare Digital Product.

5. Security Interest and Payment.

5.1 Security Interest. Customer grants GE Healthcare a purchase money security interest in all Products in the Quotation until full payment is received, and Customer will perform all acts and execute all documents necessary to perfect GE Healthcare's security interest.

5.2 Failure to Pay. If, after Product delivery, Customer is more than 45 days past due on undisputed payments, GE Healthcare may, on 10 days' prior written notice, disable and/or remove the Products.

5.3 Lease. If Customer leases a Product, Customer continues to be responsible for payment obligations under this Agreement.

6. Trade-In Equipment. Trade-in equipment identified in a Quotation will be subject to separate trade-in terms and conditions.

7. Subscriptions. The following terms apply to all Subscriptions (excluding Healthcare Digital Products).

7.1 Commencement. Unless otherwise indicated in this Agreement or the Quotation, the Subscription commences on the date GE Healthcare provides Customer access to the Products.

7.2 Renewal / Non-Renewal. The Subscription term renews automatically for the same duration as the initial term of the Subscription unless otherwise identified in the Quotation. Except as otherwise identified in this Agreement or a Quotation, GE Healthcare may increase prices annually by no more than the Consumer Price Index for All Urban Consumers (U.S. City Average, December to December) plus 2%, upon 90 days' prior written notice. Subscriptions are not cancellable; however, either party may opt to not renew the Subscription after the initial Subscription term or any subsequent renewal term by providing at least 60 days' prior written notice to the other party prior to renewal.

7.3 Subscription Equipment. Title to Equipment and Third-Party Equipment provided via Subscription ("Subscription Equipment") remains with GE Healthcare. Customer will not place, or permit the placement of, liens, security interests, or other encumbrances on Subscription Equipment. Customer shall not repair or service Subscription Equipment, or allow others to do so, without the prior written consent of GE Healthcare.

7.4 Support Services. Unless otherwise noted in the Quotation, GE Healthcare will provide support Services as described in the Subscription Products and ViewPoint Software Maintenance Terms and Conditions.

7.5 Upgrades. Included in the Subscription fees if Customer does not owe any undisputed payments, GE Healthcare will provide upgrades if and when they become available and to the extent they are provided to all GE Healthcare customers with a Subscription for the Products, at mutually agreed upon delivery and installation dates. Upgrades do not include: (i) any optional or separately licensable features; (ii) any Products not covered by the Subscription; or (iii) any virtual environment required to host an upgraded Product. GE Healthcare shall have no obligation to provide upgrades if Products are not maintained within the current major release version or the immediately prior major release version.

7.6 Access Controls. Customer must: (i) ensure users maintain individually-assigned confidential user credentials and control mechanisms to access the Subscription; and (ii) take reasonable steps to prevent unauthorized access to Products.

7.7 Post-Termination. Upon termination or expiration of the Subscription: (i) Customer must immediately discontinue use of the Products and return Subscription Equipment to GE Healthcare in proper operating condition; (ii) Customer must destroy its copies of Software and Documentation; (iii) Customer must remove its data from Subscription Equipment; (iv) GE Healthcare is not responsible for and may destroy Customer-provided information, images or data; and (v) GE Healthcare will remove Customer's access.

7.8 Professional Services. For Services not covered under this Agreement or required due to Customer not meeting its responsibilities under the Agreement, applicable additional professional Services and fees will be required: (i) identified in the Quotation; and (ii) subject to GE Healthcare's then-current pricing.

8. General Terms.

8.1. Confidentiality. Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.

8.2. Governing Law. The law of the state where the Product is installed, the Service is provided, or the Subscription is accessed will govern this Agreement.

8.3. Force Majeure. Performance time for non-monetary obligations will be reasonably extended for delays beyond a party's control.

8.4. Assignment; Use of Subcontractors. Rights and obligations under this Agreement cannot be assigned without the other party's prior written consent, unless: (i) it is to an entity (except to a GE Healthcare competitor) that (a) is an affiliate or parent of the party or (b) acquires substantially all of the stock or assets of such party's applicable business, Product line, or Service thereof; and (ii) the assignee agrees in writing to be bound by this Agreement, including payment of outstanding fees. GE Healthcare may hire subcontractors to perform work under this Agreement but will remain responsible for its obligations.

8.5. Waiver; Survival. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive will survive the Agreement's expiration or termination.

8.6. Intellectual Property. GE Healthcare owns all rights to the intellectual property in GE Healthcare's Products, Services, Documentation, Specifications, and statements of work related to a Quotation or otherwise. Customer may provide GE Healthcare with feedback related to Products, Services, and related Documentation, and GE Healthcare may use it in an unrestricted manner.

9. Compliance.

9.1. Generally. Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products for its own medical, billing and/or non-entertainment use in the United States. GE Healthcare will not deliver, install, service or train if it discovers Products have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE Healthcare's ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE Healthcare any information beyond the invoice needed to fulfill Customer's cost reporting obligations. GE Healthcare will provide safety-related updates for Equipment and Software required by applicable laws and regulations at no additional charge.

9.2. Security. GE Healthcare is not responsible for: (i) securing Customer's network; (ii) preventing unauthorized access to Customer's network or the Product; (iii) backup management; (iv) data integrity; (v) recovery of lost, corrupted or damaged data, images, software or equipment; (vi) third party operating systems, unless specifically provided in the Quotation; or (vii) providing or validating antivirus or related IT safeguards unless sold to Customer by GE Healthcare. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCTS REGARDLESS OF A PARTY'S COMPLIANT SECURITY MEASURES.

9.3. Environmental Health and Safety ("EH S") . GE Healthcare personnel may stop work without penalty due to safety concerns. Customer must: (i) comply with GE Healthcare's EHS requirements; (ii) provide a safe environment for GE Healthcare personnel; (iii) tell GE Healthcare about chemicals or hazardous materials that might come in contact with Products or GE Healthcare personnel; (iv) perform decommissioning or disposal at Customer facilities; (v) obtain and maintain necessary permits; (vi) thoroughly clean Products before Service; (vii) provide radioactive materials required for testing Products; and (viii) dispose of waste related to Products and installations.

9.4. Parts and Tubes. GE Healthcare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-validated parts are used. Certain Products are designed to recognize GE Healthcare-supplied tubes and report the presence of a non-GE Healthcare tube; GE Healthcare is not responsible for the use of, or effects from, non-GE Healthcare supplied tubes.

9.5. Training. GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation; or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months of: (a) the date of Product delivery for a Product purchase; (b) the respective start date for Services or Subscription for purchase of Service or Subscription; or (c) the date training is ordered for training-only purchases. If not completed within this time period, other than because of GE Healthcare's fault, training expires without refund.

9.6. Medical Diagnosis and Treatment. All clinical and medical treatment, diagnostic and/or billing decisions are Customer's responsibility.

9.7. Connectivity. If a Product has remote access capability: (i) Customer will provide GE Healthcare with, and maintain, a GE Healthcare-validated remote access connection to service the Product; or (ii) GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. This remote access and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

9.8. Use of Data.

9.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information (as defined in 45 C.F.R. § 160.103) ("PHI"), GE Healthcare may use and disclose the PHI only as permitted by law and by the Business Associate Agreement. Before returning any Product to GE Healthcare, Customer must ensure that all PHI stored in it is deleted.

9.8.2. Data Rights. GE Healthcare may collect, prepare derivatives from and otherwise use non-PHI data related to Products and/or Services for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. GE Healthcare will own all intellectual property and other rights that could result from this collection, preparation and use. The non-PHI data will not be used to identify Customer or sold by GE Healthcare without Customer's consent.

9.9. Customer Policies. GE Healthcare will use reasonable efforts to respect Customer-provided policies that apply to GE Healthcare and do not materially contradict GE Healthcare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE Healthcare's ability to perform its obligations.

9.10. Insurance. GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.

9.11. Excluded Provider. To its knowledge, neither GE Healthcare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE Healthcare will replace that employee within a reasonable time; if GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

10. Disputes and Arbitration

10.1. Binding Arbitration. Other than collection matters and actions seeking injunctive relief to prevent or cease a violation of intellectual property rights related to Products or Services, the parties agree to submit all disputes arising under or relating to this Agreement to the American Arbitration Association ("AAA") office closest to the largest metropolitan area of the location where the Product is installed or the Service is provided for binding arbitration conducted in accordance with AAA's then-current Commercial Arbitration Rules. Costs, including arbitrator fees and expenses, will be shared equally, and each party will bear its own attorneys' fees. The arbitrator will have authority to award damages only to the extent available under this Agreement. Nothing in this Section shall allow either party to arbitrate claims of any third-party not a party to this Agreement. The parties further agree to keep confidential: (i) the fact that any arbitration occurred, (ii) the results of any arbitration, (iii) all materials used, or created for use, in the arbitration, and (iv) all other documents produced by another party in the arbitration and not otherwise in the public domain.

11. Liability and Indemnity.

11.1. Limitation of Liability. GE HEALTHCARE'S LIABILITY FOR DIRECT DAMAGES TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER UNDER THIS AGREEMENT.

11.2. Exclusion of Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION FOR: (I) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (II) PROFIT, DATA OR REVENUE LOSS; OR (III) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS.

11.3. IP Indemnification. GE Healthcare will indemnify, defend and hold Customer harmless from third-party claims for infringement of United States intellectual property rights arising from Customer's use of the Equipment or Software in accordance with the Specifications, Documentation and license.

11.4. General Indemnification.

11.4.1. GE Healthcare will indemnify, defend and hold Customer harmless for losses which Customer becomes legally obligated to pay arising from third party claims brought against Customer for bodily injury or damage to real or tangible personal property to the extent the damage was caused by GE Healthcare's: (i) design or manufacturing defect; (ii) negligent failure to warn, negligent installation or negligent Services; or (iii) material breach of this Agreement.

11.4.2. Customer will indemnify, defend and hold GE Healthcare harmless for losses which GE Healthcare becomes legally obligated to pay arising from third party claims brought against GE Healthcare for bodily injury or damage to real or tangible personal property to the extent the damage was caused by Customer's: (i) medical diagnosis or treatment decisions; (ii) misuse or negligent use of the Product; (iii) modification of the Product; or (iv) material breach of this Agreement.

11.5. Indemnification Procedure. For all indemnities under this Agreement: (i) the indemnified party must give the other party written notice before claiming indemnification; (ii) the indemnifying party will control the defense; (iii) the indemnified party may retain counsel at its own expense; and (iv) the indemnifying party is not responsible for any settlement without its written consent.

12. Payment and Finance.

12.1. Late Payment. Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE Healthcare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Customer to offset any of Customer's outstanding balance. If GE Healthcare suspends performance, any downtime will not be included in the calculation of any uptime commitment. If Customer fails to pay when due: (a) GE Healthcare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt.

12.2. Taxes. Prices do not include applicable taxes, which are Customer's responsibility.

12.3. Customer Payment Obligation. If installation or acceptance is delayed more than 90 days because of any reason for which Customer or its subcontractor is responsible, GE Healthcare will provide written notice and bill the remaining balance due on the order, and Customer must pay according to the payment terms listed on the Quotation.

13. Notices. Notices will be in writing and considered delivered when received if sent by certified mail, postage prepaid, return receipt requested, by overnight mail, or by fax. Notice to Customer will be directed to the address on this Agreement, and notice to GE Healthcare to General Counsel, 9900 W Innovation Dr., Wauwatosa, WI 53226.

14. Subscription Products and ViewPoint Software Maintenance Terms and Conditions.

14.1 Overview. GE Healthcare will, in accordance with the terms and conditions of this section, maintain, support and update: (i) Products provided via Subscription (excluding Healthcare Digital Products); and (ii) ViewPoint Software licensed by Customer ("ViewPoint Software") and HIS interface software installed in the United States covered by a Software Maintenance Agreement ("SMA").

14.2 Scope.

14.2.1 Software Support and Maintenance. GE Healthcare will use reasonable efforts to provide Error Correction (defined below) for verifiable and reproducible Errors (defined below) within a reasonable time after: (a) Customer reports the Error to GE Healthcare; or (b) detection by GE Healthcare. Updates (defined below), if released, will be provided at no additional cost as a part of this maintenance commitment. New functionality must be purchased separately, unless otherwise agreed.

14.2.2 Equipment Maintenance. Preventative maintenance service may be required periodically during normal business hours of 8:00 a.m. to 5:00 p.m. (local time) on mutually agreed dates. Customer will make the Equipment available for preventative maintenance upon GE Healthcare request. Additional services to be performed, including specific additional terms thereof, shall be specified in the Quotation or alternate schedules.

14.2.3 Definitions. "Error" means any Software-related problem that: (i) materially interferes with Customer's use of the Software; and (ii) results from a failure of the Software to materially conform to the Documentation. "Error Correction" means: (a) modification of the Software that corrects an Error by bringing the Software into material conformity with the Documentation; or (b) a procedure that avoids the material adverse effect of the nonconformity. "Update" means a change that provides Error Corrections and/or enhances functionality of the Software version licensed by Customer. An Update does not involve major changes or provide significant, new functionality or applications, or changes to the software architecture or file structure. Updates retain the same license as the original Software.

14.2.4 Hotline Support. GE Healthcare will provide phone and email support during standard business hours, excluding GE Healthcare holidays, for problem solving, Error resolution and general help.

14.2.5 Remote Access Support. GE Healthcare may access Software remotely via Customer's network and GE Healthcare-supplied secure tunnelling software to monitor Software parameters to help prevent and detect Errors. Customer will reasonably cooperate with GE Healthcare to establish remote connections. Certain modules require remote access in order to obtain support.

14.2.6 Warranty. GE Healthcare warrants that its Services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will re-perform non-conforming Services as long as Customer provides prompt written notice to GE Healthcare. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

14.2.7 Exclusions. GE Healthcare has no obligation to Customer for: (i) use of Products in combination with software, hardware, or services not recommended in writing by GE Healthcare; (ii) use in a manner or environment for which GE Healthcare did not design or license the Products, or in violation of GE Healthcare's recommendations or instructions; (iii) interface configuration (often referred to as HIS, PACS or EMR interfaces necessary due to changing vendors or versions); (iv) reorganization of Customer data; (v) consulting or software engineering and programming; (vi) support of Products outside the scope of the foregoing maintenance commitments; (vii) failure to use or install, or permit GE Healthcare to use or install, Error Corrections or Updates; (viii) failure to maintain Products within the current major release version or the immediately prior major release version; (ix) defects in products or services not made and provided by GE Healthcare; (x) any cause external to the Products or beyond GE Healthcare's control; (xi) failure of Customer's network; (xii) replacement of disposable or consumable items; (xiii) additional equipment or upgrades in connection with Products; and (xiv) migration of Software to different hardware or operating systems.

14.2.8 Software Maintenance Agreement Term. The following applies to ViewPoint software and HIS interface software only: The SMA term and start date is identified in the Quotation and its related Schedule A. Either party may terminate the SMA without cause after the first anniversary by providing at least 90 days' prior written notice to the other party. SMA payments are due within 30 days after receipt of GE Healthcare's invoice.

1. Warranty.

1.1. Equipment. For non-customized Equipment purchased from GE Healthcare or its authorized distributors, unless otherwise identified in the Quotation, GE Healthcare warrants that Equipment will be free from defects in title, and, for 1 year from Equipment Acceptance, it will: (i) be free from defects in material and workmanship under normal use and service; and (ii) perform substantially in accordance with the Specifications. The warranty covers parts and labor and only applies to end-users that purchase Equipment from GE Healthcare or its authorized distributors.

1.2. Software. For Software licensed from GE Healthcare, GE Healthcare warrants that: (i) it has the right to license or sublicense Software to Customer; (ii) it has not inserted Disabling Code into Software; (iii) it will use efforts consistent with industry standards to remove viruses from Software before delivery; and (iv) unless otherwise identified in the Quotation, for 90 days from Software Acceptance, Software will perform substantially in accordance with the Documentation. "Disabling Code" is code designed to interfere with the normal operation of Software, but code that prohibits use outside of the license scope is not Disabling Code.

1.3. Services. GE Healthcare warrants that its Service will be performed by trained individuals in a professional, workman-like manner.

1.4. Used Equipment. Certain Used Equipment is provided with GE Healthcare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is provided "AS IS" and is not warranted by GE Healthcare.

1.5. Accessories and Supplies. Warranties for accessories and supplies are at www.gehealthcare.com/accessories.

1.6. Third Party Product. Third Party Product is covered by the third party's warranty and not GE Healthcare's warranties.

1.7. Subscription Products. Products provided via Subscription (excluding Healthcare Digital Products) are not covered by this Warranty Statement. Instead, the Subscription Products and ViewPoint Software Maintenance Terms and Conditions apply.

2. Remedies. If Customer promptly notifies GE Healthcare of its claim during the warranty and makes the Product available, GE Healthcare will: (i) at its option, repair, adjust or replace the non-conforming Equipment or components; (ii) at its option, correct the non-conformity or replace the Software; and/or (iii) re-perform non-conforming Service. Warranty service will be performed from 8am to 5pm local time, Monday- Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then-current service rates and subject to personnel availability. GE Healthcare may require warranty repairs to be performed via a secure, remote connection or at an authorized service center. If GE Healthcare replaces Equipment or a component, the original becomes GE Healthcare property and Customer will return the original to GE Healthcare within 5 days after the replacement is provided to Customer. Customer cannot stockpile replacement parts. Prior to returning Equipment to GE Healthcare, Customer will: (a) obtain a return to manufacturer authorization; and (b) back up and remove all information stored on the Equipment (stored data may be removed during repair). Customer is responsible for damage during shipment to GE Healthcare. The warranty for a Product or component provided to correct a warranty failure is the unexpired term of the warranty for the repaired or replaced Product.

GE Healthcare may provide a loaner unit during extended periods of Product service. If a loaner unit is provided: (i) it is for Customer's temporary use at the location identified in the Quotation; (ii) it will be returned to GE Healthcare within 5 days after the Product is returned to Customer, and if it is not, GE Healthcare may repossess it or invoice Customer for its full list price; (iii) it, and all programs and information pertaining to it, remain GE Healthcare property; (iv) risk of loss is with Customer during its possession; (v) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE Healthcare's instructions; (vi) it will not be repaired except by GE Healthcare; (vii) GE Healthcare will be given reasonable access to it; (viii) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (ix) prior to returning it to GE Healthcare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE Healthcare.

NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

3. Limitations. GE Healthcare has no obligation to Customer for warranty claims if Customer uses the Product: (a) for non-medical or entertainment use or outside the United States; (b) in combination with software, hardware, or services not recommended in writing by GE Healthcare; and (c) in a manner or environment for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions.

In addition, these warranties do not cover: (i) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE Healthcare's control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) planned maintenance (unless applicable to Equipment), adjustment, alignment, or calibration; (v) network and antenna installations not performed by GE Healthcare or its subcontractors; (vi) lost or stolen Products; (vii) Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE Healthcare (ix) Products immersed in liquid; and (x) replacement of disposable or consumable items.

4. Exceptions to Standard Warranty.

DoseWatch Explore: DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY

Partial System Equipment Upgrades for CT, MR, X-Ray, IGS, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only

applies to the upgraded components unless the parties otherwise agree to modify the coverage of the upgraded and existing components in an existing service agreement. Optima XR240amx partial upgrades are warranted for 1 year

Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed

MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

Proteus XR/a, Definium and Precision 500D X-Ray Systems: Warranty does not cover collimator bulbs

Performix 160A (MX160) Tubes: 3 years

X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: 6 months

X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for

$30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to original equipment manufacturer ("OEM") guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility. Bone Mineral Densitometry: Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.

OEC New or Exchange Service Parts: 120 days

OEC Tubes and Image Intensifiers: 1 year

OEC Refurbished C-Arms: 1 year after installation

IGS Large Display Monitor: Warranty coverage excludes damage caused by Customer abuse

HealthNet Lan, Advantage Review — Remote Products: 3 months

LOGIQ e, Venue 50, Venue Go, Versana Active and related transducers purchased with them: 5 years

LOGIQ V1, LOGIQ V2, Vivid iq, Vscan and Vscan Extend and related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Transducers: TEE Probes,

Carts: Venue 50 Docking Cart, Venue Go Cart, Venue Go mounting cradle, LOGIQ e Isolation Cart, LOGIQ e Docking Cart, and LOGIQ V1/V2 Cart

Other Accessories: Batteries (internal & external), and printers and peripherals, TEE cleaning & storage system, ICECord Connector and printers

Warranty covers defective parts and components and includes: (i) repair at GE Healthcare facilities, (ii) a loaner unit or probe replacement shipped for next business day delivery for requests received by 3pm Central Time, (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling.

LOGIQ P9 R2.5 and newer and, Versana Premier, Versana Balance, Venue and related transducers purchased with them: 5 years

Voluson P8 BT18 and newer, LOGIQ F8 2016 and newer, LOGIQ V5, Vivid T8 and Vivid T9 along with related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Other Accessories: Batteries (internal & external) and printers and peripherals, TEE cleaning & storage system

Transducers: TEE Probes

Warranty covers defective parts and components and includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE Healthcare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.

Ultrasound Partial System Equipment Upgrades: 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.

Veterinary Use: Notwithstanding anything herein, any Product validated and sold by GE Healthcare for specific use in the veterinary market shall have a one (1) year warranty.

Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and ultrasound batteries, which are warranted for 1 year

CARESCAPE Monitors B450, B650 and B850: 3 years parts, 1 year labor (excluding displays, which are standard)

CARESCAPE ONE, Micromodules : 3 year parts, 1 year labor (excluding displays, which are standard)

B40 Monitors: 2 years parts, 1 year labor (excluding displays, which are standard)

B105 and B125 Patient Monitors: 3 years parts and labor coverage with: (i) repair services performed at GE Healthcare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays; and (iii) a loaner Product (subject to availability; shipping charges included).

CARESCAPE B450, B650, B850 and CARESCAPE ONE V3.x, CARESCAPE Central Station V3.x, CARESCAPE Gateway V2.2, CARESCAPE Bridge :

GE Healthcare will provide software updates and embedded software updates (collectively "Updates"), which consist of any error correction or modification to Equipment or Software that maintain existing features and functionality made generally available to GE Healthcare's installed customer base. Updates, if released, will be provided at no additional cost as a part of this purchase, however, a separate fee may apply if such Updates are made available by GE Healthcare via hardware media (example: USB, Compact Disc, etc.). Installation of Updates will be the exclusive responsibility of the Customer unless Customer purchases installation services at GE Healthcare's then-current rates. Updates do not include software which provide additional functionality related to an application or feature for the hardware or software. Additional hardware and/or software (including upgrades to third party software or operating system software) required for Updates, training, project management and integration services are excluded.

Novii Wireless Patch System- Interface and Pods: 1 year starting 40 days after shipment with: (i) exchange services performed at GE Healthcare Repair Operations Center; and (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays. Customer may elect to purchase coverage for Pod damage due to accidental dropping or mishandling. This coverage excludes patches and cables, which are considered Product accessories, and are warranted pursuant to Section 1.5 above.
MAC 2000 and 3500: 3 years
CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years
CARESCAPE T14 Transmitter: 2 years
SEER 1000: 2 years
Exergen: 4 years
Panda® iRes Warmers, Giraffe® Warmer and Giraffe® Carestation OmniBed: 7 year parts warranty on heater cal rod
Microenvironment and Phototherapy consumable components: 1 month
Corometrics® Fetal Monitoring: Warranty includes: (i) warranty starting on the earlier of (a) if GE Healthcare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor
Corometrics® Nautilus Transducers: 2 years
Lullaby Phototherapy System: 3 years on lamp assembly
Blood pressure cuffs and related adaptors and air hoses: 1 month
Anesthesia Monitor Mounting Solutions: If purchased directly from GE Healthcare, it will be warranted as a GE Healthcare Product Tec 850 Vaporizers: 3 years
Tec 6 Plus Vaporizers: 2 years
CARESCAPE Gateway: 1 year
CARESCAPE Bridge: 1 year

1. Continuity Support Plus (*if identified in the Quotation*).

1.1. OS Patches. GE Healthcare will provide Critical and Non-Critical security patches to the Equipment's operating system that have been released by the operating system's OEM and validated by GE Healthcare to be compatible with the Equipment, if the operating system is supported by the OEM. "Critical Patches" address operating system vulnerabilities determined by GE Healthcare to be critically exploitable and/or have a potential critical impact if exploited. "Non-Critical Patches" address operating system vulnerabilities determined by GE Healthcare to be non-critical, and are limited to up to 2 Non-Critical Patch service packs per contract year of the Continuity Support Plus Term. Critical Patches and Non-Critical Patches are collectively referred to as "Patches". Installation of Patches will be performed by GE Healthcare during the next scheduled Equipment planned maintenance service ("PM") if GE Healthcare is performing PM on the Equipment, or at a mutually agreed upon time. GE Healthcare's installation of Critical Patches is limited to up to 4 per contract year of the Continuity Support Plus Term. Installation of additional Critical Patches will be at GE Healthcare's then-current rates.

1.2. OS End of Life/Support. If the Equipment's operating system is declared end of life/support by the operating system's OEM during the Continuity Support Plus Term, GE Healthcare will provide: (i) commercially available software updates and/or software upgrades that: (a) are required to ensure a supported operating system in the Equipment, and (b) have been validated by GE Healthcare to be compatible with the Equipment; and (ii) enabling hardware, if any, that is required for the Equipment to run the operating system, (collectively, "OS Updates, Upgrades and Enabling Hardware"). Installation of OS Updates, Upgrades and Enabling Hardware will be performed by GE Healthcare during the next scheduled Equipment PM if GE Healthcare is performing PM on the Equipment, or at a mutually agreed upon time.

1.3. Software Updates. GE Healthcare will provide "Software Updates" which consist of any error correction or modification to Equipment that maintain existing Software features and functionality made generally available to GE Healthcare's installed customer base. Installation of Software Updates will be performed by GE Healthcare during the next scheduled Equipment PM if GE Healthcare is performing PM on the Equipment, during the installation of a Patch, or at a mutually agreed upon time. GE Healthcare's installation of Software Updates is limited to up to 2 per contract year of the Continuity Support Plus Term. Installation of additional Software Updates will be at GE Healthcare's then-current rates. Software Updates do not include separately licensed software modules which provide additional functionality related to an application or feature for the hardware or Software. Additional hardware and/or software (including upgrades to third party software or operating system software) required for Software Updates, training, project management and integration services are excluded.

2. Price and Payment. Pricing and payment terms for Continuity Support Plus will be identified in the Quotation for the Equipment to which Continuity Support Plus applies. No part of the Continuity Support Plus price is refundable or subject to reduction, and payments are not contingent on GE Healthcare's delivery, or Customer's acceptance, of any particular Patch, OS Updates, Upgrades and Enabling Hardware, Software Update or any other products or service under Continuity Support Plus.

3. Cost Reporting. Customer is aware of its cost reporting and accounting obligations required by any state or federal reimbursement health care program relating to Continuity Support Plus provided under this Agreement. Customer will review the Quotation to obtain the Continuity Support Plus price and will request from GE Healthcare any additional information needed to fulfill Customer's cost reporting obligations.

4. Term and Termination. Continuity Support Plus will start on Quotation Acceptance and will continue for the term identified in the Quotation for the Equipment to which Continuity Support Plus applies ("Continuity Support Plus Term"). The Continuity Support Plus Term is non-cancelable. If this Agreement terminates or the Equipment to which Continuity Support Plus applies is removed from this Agreement prior to the end of the Continuity Support Plus Term, Customer is responsible for any remaining Continuity Support Plus amounts due to GE Healthcare through the Continuity Support Plus Term, and Customer will pay all remaining amounts within 30 days after termination or removal. Customer remains responsible for the Continuity Support Plus price regardless of termination, expiration or any other event relating to this Agreement.

5. Exclusions. Except as identified above, Continuity Support Plus excludes: (i) Product replacements; (ii) Product upgrades; (iii) accessories, supplies and consumable items; (iv) any Software; (v) advanced operating system applications or features; (vi) physicist testing and calibration; and (vii) training. Products are excluded from coverage under this Agreement and Customer is not entitled to any remedy if GE Healthcare's failure to perform hereunder is due to: (a) Customer cancellation, rescheduling, or inability of GE Healthcare to access the Product; (b) Customer's default; (c) improper care of the Product; or (d) any cause beyond GE Healthcare's control. GE Healthcare is not responsible for providing system database maintenance for Customer, including but not limited to, activities related to backup, new users, user privileges, physician list updates, and archive/data entry.

6. Miscellaneous.

6.1. Customer is responsible for: (i) site preparations, construction and rigging that may be required for Continuity Support Plus; (ii) ensuring that all data is appropriately backed up prior to installation of Patches, OS Updates, Upgrades and Enabling Hardware, and Software Updates; and (iii) purchasing any catch-up updates and/or upgrades needed for Continuity Support Plus.

6.2. PATCHES, OS UPDATES, UPGRADES AND ENABLING HARDWARE, AND SOFTWARE UPDATES, PROVIDED UNDER THIS AGREEMENT ARE "AS IS" AND "AS AVAILABLE" WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GE HEALTHCARE MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS THAT SUCH PATCHES, OS UPDATES, UPGRADES AND ENABLING HARDWARE, SOFTWARE UPDATES, OR EQUIPMENT WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR MEET CUSTOMER REQUIREMENTS OR ANY NATIONAL GUIDELINE OR INDUSTRY STANDARD.

6.3. CYBER-RELATED SECURITY IS NOT AN EXACT SCIENCE AND IS EVER EVOLVING IN THE TYPES, VULNERABILITIES, RISKS AND THREATS THAT ARE PRESENT. CONTINUITY SUPPORT PLUS DOES NOT PROVIDE COMPLETE OR COMPREHENSIVE PROTECTION AGAINST ALL POSSIBLE SECURITY VULNERABILITIES, RISKS, THREATS, BREACHES, SECURITY EVENTS, SECURITY INCIDENTS OR UNAUTHORIZED INTRUSIONS, AND IS NOT INTENDED TO

BE A COMMITMENT, GUARANTEE, REPRESENTATION OR WARRANTY THAT CUSTOMER'S EQUIPMENT, NETWORK OR IT INFRASTRUCTURE WILL BE PROTECTED, AGAINST POSSIBLE SECURITY VULNERABILITIES, RISKS, THREATS, BREACHES, SECURITY EVENTS, SECURITY INCIDENTS OR UNAUTHORIZED INTRUSIONS.

6.4. Products, equipment, components, software and/or hardware replaced or removed by GE Healthcare under this Agreement will become GE Healthcare's property. Equipment that is declared end of life/support by GE Healthcare is not eligible for Continuity Support Plus. If Customer assigns this Agreement, all remaining Continuity Support Plus payments become immediately due and payable by Customer on assignment.

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA
INVITATION TO BID

BID NO. 2021-02
FIRST FLOOR REFRESH

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

CONSTRUCTION
ON-LINE BID SUBMITTAL CHECK LIST (NGEM)

This check list is provided for your reference and use only. This check list should not be submitted with your bid. Omission of, or failure to submit the correct required documents may be cause for rejection.

All BIDDERS: Requirements Before Bid Open: ADDENDA

❑	**All Bidders must acknowledge receipt of ALL addendums issued prior to Bid submittal by checking all the boxes on the Attributes tab in NGEM.**

ALL BIDDERS: Document(s) Due with Bid:

❑	Completed BIDDER Statement of Authority to Submit Bid Form scanned into the Response Attachments tab.
❑	Completed SUBCONTRACTORS EXCEEDING 5% OF BASE BID AMOUNT Form found in the Attachments tab and scanned into the Response Attachments tab. ❑ Prime Contractor must include all Subcontractors′ names and description of work to be performed. ❑ Prime Contractor must list their legal name and sign.
❑	BID SECURITY in the amount of five percent (5%) of the Total Base Bid amount in the form of a Cashier's Check, Certified Check, Money Order, or Bid Bond, scanned into the Response Attachments tab.
❑	Valid CERTIFICATE OF ELIGIBILITY obtained from the Nevada Contractor's Board scanned into the Response Attachments tab (if intending to utilize preference).
❑	Prime/Bidders must submit their Project Workforce Checklist Form found in the attachments tab and scanned into the Response Attachments tab.

THREE APPARENT LOW BIDDERS: Document(s) Due After the Bid Opening: Hand delivery or email to contract.specialist@umcsn.com

❑	DESIGNATION OF SUBCONTRACTORS, SUBCONTRACTORS EXCEEDING 1% OF BASE BID AMOUNT **(REQUIRED WITHIN TWO (2) HOURS AFTER BID OPENING)**. ❑ Prime Contractors must include its name if they intend to perform work not being performed by a Subcontractor and include a description of the work **OR** a written statement that they are performing all work not being performed by a Subcontractor. ❑ Prime Contractor must include all Subcontractors' names and description of work to be performed. ❑ Prime Contractor must list their legal name and sign.
❑	AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY (**REQUIRED WITHIN TWO (2) HOURS AFTER BID OPENING)**. ❑ AFFIDAVIT must be signed by person with authority to complete affidavit and notarized for validation.
❑	The THREE APPARENT LOWEST BIDDERS must submit the Project Workforce Checklist for all named (used) Subcontractors (**REQUIRED BY 5:00 PM THE NEXT BUSINESS DAY AFTER BID OPENING**).
❑	The THREE APPARENT LOWEST BIDDERS must submit the SCHEDULE OF VALUES (**REQUIRED BY 5:00 PM THE NEXT BUSINESS DAY AFTER BID OPENING**).
❑	The THREE APPARENT LOWEST BIDDERS must submit Request for Waiver form for the Prime Contractor and all named (used) Subcontractors (**REQUIRED WITHIN TEN (10) BUSINESS DAYS AFTER BID OPENING**).
❑	**Proof of Valid Clark County Business License or Vendor Registration or local jurisdiction or out-of-state Business License, whichever is required, upon request by OWNER.**
❑	**Disclosure of Ownership/Principal Form, upon request by OWNER.**

AWARDED BIDDER(S): Documents Due After Recommendation of Award:

❑	**All Required Insurances and Bonds, if required, due ten (10) calendar days upon notice of Award.**

*****ALL BIDDERS ARE SOLEY RESPONSIBLE TO MAKE SURE ALL CORRECT FORMS ARE COMPLETED AND SUBMITTED AS REQUIRED.*****

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVDADA

CONSTRUCTION
BID SUBMITTAL CHECK LIST (MANUAL)

This check list is provided for your reference and use only. This check list should not be submitted with your bid. Omission of, or failure to submit the correct required documents may be cause for rejection.

All BIDDERS: Requirements Before Bid Open: ADDENDA

❑	**All BIDDERs must acknowledge receipt of ALL addendums issued prior to Bid submittal by checking all the Bid Document**

ALL BIDDERS: Documents Due with Bid:

❑	BID FORM signed and submitted.
❑	Completed SUBCONTRACTORS EXCEEDING 5% OF BASE BID AMOUNT FORM including Prime Contractors name if intending to perform any of the work.
❑	BID SECURITY in the amount of five percent (5%) of the Total Base Bid amount in the form of a Cashier's Check, Certified Check, Money Order, or Bid Bond. ❑ Cashier's Check **OR** Certified Check **OR** Money Order;
❑	Valid CERTIFICATE OF ELIGIBILITY obtained from the Nevada Contractor's Board scanned into the Response Attachments tab (if intending to utilize preference).
❑	Prime/Bidders must submit their Project Workforce Checklist Form found in the attachments tab and scanned into the Response Attachments tab.

THREE APPARENT LOW BIDDERS: Document(s) Due After the Bid Opening: Hand delivery or email to contract.specialist@umcsn.com

❑	DESIGNATION OF SUBCONTRACTORS, SUBCONTRACTORS EXCEEDING 1% OF BASE BID AMOUNT **(REQUIRED WITHIN TWO (2) HOURS AFTER BID OPENING)**. ❑ Prime Contractors must include its name if they intend to perform work not being performed by a Subcontractor and include a description of the work **OR** a written statement that they are performing all work not being performed by a Subcontractor. ❑ Prime Contractor must include all Subcontractors' names and description of work to be performed. ❑ Prime Contractor must list their legal name and sign.
❑	AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY (**REQUIRED WITHIN TWO (2) HOURS AFTER BID OPENING)**. ❑ AFFIDAVIT must be signed by person with authority to complete affidavit and notarized for validation.
❑	The THREE APPARENT LOWEST BIDDERS must submit the Project Workforce Checklist for all named (used) Subcontractors (**REQUIRED BY 5:00 PM THE NEXT BUSINESS DAY AFTER BID OPENING**).
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❑	The THREE APPARENT LOWEST BIDDERS must submit Request for Waiver form for the Prime Contractor and all named (used) Subcontractors (**REQUIRED WITHIN TEN (10) BUSINESS DAYS AFTER BID OPENING**).
❑	**Proof of Valid Clark County Business License or Vendor Registration or local jurisdiction or out-of-state Business License, whichever is required, upon request by OWNER.**
❑	**Disclosure of Ownership/Principal Form, upon request by OWNER**

AWARDED BIDDER(S): Documents Due After Recommendation of Award:

❑	**All Required Insurances and Bonds, if required, due ten (10) calendar days upon notice of Award.**

*****ALL BIDDERS ARE SOLEY RESPONSIBLE TO MAKE SURE ALL CORRECT FORMS ARE COMPLETED AND SUBMITTED AS REQUIRED.*****

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

INVITATION TO BID

BID NO. 2021-02
FIRST FLOOR REFRESH

NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2021-416

SCOPE OF WORK: Remove and replace flooring, refresh paint throughout the hospital 1st floor to meet the UMC standards. Remove and replace the existing security desk with a new design which will provide an additional work station. Refresh existing two restrooms in Trauma 1st floor with new finishes and fixtures.

ESTIMATED COST: $750,000

A **Mandatory** Pre-Bid Conference and Site Walk will be held on **Thursday**, **July 29, 2021** at **9:00 a.m.** in the Ambulatory Conference Room located in the Delta Point building at 901 Rancho Lane, Suite 265, Las Vegas, NV 89106. If your firm is unfamiliar with the OWNER Bid Submittal procedures and would like to obtain training on the submittal process for this Bid, please contact Fran Heiy at (702-207-8846) no later than **Monday, July 26, 2021,** and a training session will be provided immediately following the pre-bid conference referenced above.

Bid documents, specifications and drawings will be available on the NGEM System or a CD drive which can be picked up University Medical Center of Southern Nevada, Delta Point, 901 Rancho Lane, Ste. 265, Las Vegas, Nevada 89106, OWNER on **Monday, July 26, 2021. The CD drive will be provided at no charge.** If the drive is to be mailed, there is an additional non-refundable charge of $5.00. **All checks are to be made payable to OWNER.**

Bids will be accepted electronically on the NGEM website at www.ngemnv.com or manually at the University Medical Center of Southern Nevada, Delta Point, 901 Rancho Lane, Ste. 265, Las Vegas, Nevada 89106, on or before **Tuesday, August 31, 2021** at **2:00:00 p.m.,** based on the time clock at the OWNER'S Ambulatory front desk, Suite 265, and will be opened immediately thereafter. Bidders and other interested parties are invited to attend the Bid opening via WebEx. WebEx information for the Bid opening is listed under the Event Details tab in NGEM.

PUBLISHED:
Las Vegas Review-Journal
July 25, 2021

INSTRUCTIONS TO BIDDERS

BID NO. 2021-02
FIRST FLOOR REFRESH

1. PROJECT SCOPE OF WORK

Remove and replace flooring, refresh paint throughout the hospital 1st floor to meet the UMC standards. Remove and replace the existing security desk with a new design which will provide an additional work station. Refresh existing two restrooms in Trauma 1st floor with new finishes and fixtures. For full details, see exhibit A Scope of Work.

2. PRE-BID AND BID OPENING DATES

MANDATORY Pre-Bid Meeting and Site Walk – **Thursday, July 29, 2021, 9:00 a.m.** Ambulatory Conference Room (located in Suite 265 of the Delta Point Building)

Bid Opening – Tuesday, August 31, 2021 at 2:00:00 p.m., Ambulatory Conference Room

3. DESIGNATED CONTACTS

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

4. CONTACT WITH OWNER DURING BIDDING PROCESS

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

5. DEFINITIONS

A. **Architect**: OWNER'S representative or other person designated by the Governing Body, acting directly or through their duly authorized representative.

B. **Addendum**: A written document issued by OWNER, via the Contracts Management Department, prior to the submission of Bids which modifies or clarifies the Bid Documents by additions, deletions, clarifications, and/or corrections.

C. **Additive/Deductive Bid Items:** An amount stated in the Bid to be added to or deducted from the contract amount for the corresponding change in the work, as described in the Bid Documents. The unit price (s) quoted shall remain firm throughout the contract term. Funding for the item(s) is provided in the Bid Form under the description of "Construction Conflicts and Additional Work," or shall be funded through the issuance of a formal change order as described herein. BIDDER must quote all item(s) to be responsive and considered for award.

D. **Additive Alternate Bid Item**: An amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the work, as described in the Bid Documents, is accepted by OWNER. Additive Alternate Items may be exercised by OWNER with the award of the project, in sequential order only subject to the availability of funds. BIDDER must quote all items to be responsive and considered for award.

E. **Authorized Representative**: A person designated by the Governing Body to be responsible for the development and award of the Contract for the public work.

F. **Bidder(s)**: A Prime Contractor who submits a Bid to OWNER for a project.

G. **Bid Form(s)**: The Bid Form pages, Bid Security, and any attachments

H. **Bid Option Item:** An amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the work, as described in the Bid Documents, is accepted by OWNER. Bid Option Items may be exercised by OWNER with the award of the project, in sequential order only subject to the availability of funds. BIDDER must quote all items to be responsive and considered for award.

I. **Bid Documents**: Include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Contract Requirements and Forms, Bid Security/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of Bids, as applicable. The Checklist Form, BIDDER Statement of Authority to Submit Bid as well as all

Stipulated Bid Attachments, and the Bid Security.

J. **Business Hours/Days**: As referred to throughout the Contract documents is defined as OWNER office hours/business days.

K. **Consulting Architect/Engineer**: A licensed and registered professional contracted by OWNER to design the project's special provisions and drawings.

L. **Consulting Construction Manager**: The Construction Management firm contracted by OWNER to manage the construction of the project.

M. **Construction Manager**: Designated representative of OWNER to manage the construction of the project.

N. **Consulting Engineer**: A professional engineering firm contracted by OWNER to design the project's specifications, special provisions and drawings.

O. **Contract**: Contract documents include the Bid Documents, Prime Contractor's Bid Form, all Addenda, Prime Contractor's Bonds and Insurance, Subcontractor Notification letters and Notice of Award.

P. **Contractor**: The person or entity identified as such in the Contract and is referred to throughout the Contract documents as Contractor or Successful Bidder. Contractor shall mean the Prime Contractor or its authorized representative as defined by Nevada Revised Statute 616A.285.

Q. **Engineer**: OWNER'S representative or other person designated by the Governing Body, acting directly or through their duly authorized representative.

R. **Governing Body**: Used throughout these documents will mean the Clark County Board of Commissioners or University Medical Center of Southern Nevada's Governing Board.

S. **NGEM:** Is the Nevada Gov eMarketplace. NGEM is an electronic bidding system that is used by a consortium of local government entities in Nevada for Supplier Registration and the submission of electronic bids and proposals. There is no cost for any BIDDER to use NGEM, however, all Bidders that choose to submit an electronic bid or proposal must register prior to gaining access to see the details of any solicitation or to submit a bid or proposal online. Bids and proposals may also be submitted manually.

T. **Owner**: The entity identified as such in the Contract and is referred to throughout the Contract documents as Owner or OWNER. Owner shall mean University Medical Center of Southern Nevada.

U. **Planholders**: Prospective Bidder(s) who have viewed the Bid.

V. **Subcontractor/Independent Contractor**: Any individual, agent, firm, sole proprietor, or corporation to whom the Prime Contractor subcontracts any part of the project. There is no contractual relationship between OWNER and the above-mentioned Subcontractor who perform work or services for the Prime Contractor.

W. **SUCCESSFUL BIDDER**: The person or entity identified as such in the Contract and is referred to throughout the Contract documents as SUCCESSFUL BIDDER or Contractor. SUCCESSFUL BIDDER shall mean the Prime Contractor or its authorized representative as defined by Nevada Revised Statute 616A.285.

6. BIDDER'S REPRESENTATION AND CERTIFICATIONS

A. **Each BIDDER by submitting their Bid represents that:**

1. BIDDER has read and understands the Bid Documents and asserts that its Bid is made in accordance therewith and shall be considered a firm offer for a period of 120 calendar days following the opening of bids. The Bidder's offer may expire at the end of the 120 calendar day period.

2. BIDDER has visited the project site and is familiar with the local conditions under which the work is to be performed.

3. Prior to submission of the Bid, the BIDDER shall ascertain that it has received all Addenda issued. The BIDDER shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form.

4. The BIDDER(s), and/or the successful Prime Contractor(s), and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 338.017, Section 1, Paragraph 2, regarding Federal Debarment.

B. **Nevada State Contractors' Board Licensing**

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

2. The BIDDER(s), and the SUCCESSFUL BIDDERS(s), and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 624, during the bidding phase and Nevada Administrative Code, Chapter 624, through completion of the project.

C. **Journeyman and Master Electrician and Plumbing Examination Program**

1. All electricians providing supervision of electrical work on this project are required to possess a valid Clark County Development Services card appropriate to the scope of work being performed. The categories are Master Electrician and Journeyman Electrician, which have passed the International Code Council (ICC) Contractor Examination Services testing at www2.ICCSAFE.org or by calling 1-888-422-7233.

2. All plumbers providing supervision of the plumbing work on this project are required to possess a valid Clark County Development Services card appropriate to the scope of work being performed. The categories are Master Plumber and Journeyman Plumber. Tests are administered by the Nevada Board of Plumbing Examiners (NBOPE) at www.NBOPE.org or by calling 1-877-457-6482.

3. The general Contractor or specialty Contractor submitting a Bid to OWNER shall validate that their employee(s) or their Subcontractor's employee(s) providing supervision for the scope performed maintain current valid cards throughout the term of this Contract. The BIDDER(s) a subsequent awarded Contractor(s) agree to provide within twenty-four (24) hours of a request by OWNER, proof of current and valid cards for individuals planned or performing the supervision identified herein. Should any of these supervising employee's cards expire, that employee shall be replaced immediately with another qualified valid cardholder without any additional cost to OWNER.

4. OWNER staff, including but not limited to, Plant Operations, Contracts Management and/or their contracted staff may 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 OWNER.

D. **Addenda and Interpretations**

1. If it becomes necessary to revise any part of this Bid, a written Addendum will be provided to all known Planholders. OWNER is not bound by any oral representations, clarifications, or changes made to the written specifications by OWNER'S employees, unless such clarification or change is provided to Planholders in written or electronic Addendum form from the Contracts Management Department.

2. BIDDERS shall take no advantage of any apparent error or omission in the Bid Documents. In the event the BIDDERS discover such an error or omission, they shall immediately notify OWNER. OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid Documents through the issuance of an Addendum.

3. Addenda shall be sent via NGEM to all prospective Bidders and will also be made available for pick up to all known Planholders.

4. Copies of Bid Documents, including any Addenda, will be made available for inspection at OWNER's Contracts Management office.

5. Bidders shall verify receipt of all addenda issued by OWNER prior to submission of their Bid.

7. **REQUIRED ATTACHMENTS SUBMITTAL OF BID – REQUIRED DOCUMENTS**

The following documents, together, comprise a Bid Submission: The NGEM Bid Form, Bidder Statement of Authority to Submit Bid, signed Bid Document, all Stipulated Bid Attachments, and the Bid Security.

1. Submitted electronically through NGEM - BIDDER shall complete all line items in Bid Form and attributes required in NGEM for electronically submitted bids. Completion of these electronic forms, the

BIDDER Statement of Authority to Submit Bid, signed Bid Document, all Stipulated Bid Attachments and the scanned Bid Security are required. Submitted manually - BIDDER must obtain a manual copy of the NGEM Bid Form and attachments from the Contracts Management Division. The NGEM Bid Form, the BIDDER Statement of Authority to Submit Bid, all Stipulated Bid Attachments, and the Bid Security shall be included in a sealed envelope marked with the Bid number and name and address of BIDDER and submitted to the Contracts Management Division, at 901 Rancho Lane, Suite 265, as Vegas, NV 89106, by the Bid opening date and time.

2. Omission of, or failure by a BIDDER to complete or submit any portion of the required documents, may be cause to reject the Bid.

3. **Subcontractors/Independent Contractors Information**

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

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

(1) A description of the labor or portion of the work that the Prime Contractor will perform; or

(2) A statement that the Prime Contractor will perform all work other than that being performed by a subcontractor listed.

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

(1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the Prime Contractor for which the first-tier subcontractor will be paid an amount exceeding $100,000.

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

Following are detailed delivery instructions for **1% Subcontractors List (Bid Attachment No. 2)**:

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

OWNER will require BIDDER provide three (3) estimates for submission of subcontractor lists not submitted with the bid in accordance with this section.

a) The list(s) required above must include a description of the labor or portion of the work which each Subcontractor named in the list will provide to the BIDDER (Prime Contractor), **and when the BIDDER (Prime Contractor) will perform any of the labor or portions of the public work.**

b) If a Prime Contractor does not submit the list(s) required above, its Bid may be deemed not responsive.

c) OWNER shall verify through the Nevada State Contractors' Board only that information required pursuant to NRS 338.141 as provided by the Bidders. Any BIDDER or Subcontractor questioning licensing or utilization of any Subcontractor(s) shall direct their inquiries to the Nevada State Contractors' Board with a copy of all correspondence to OWNER. OWNER will not conduct any investigations regarding the Bidders' (Prime Contractor) relationships with Subcontractors.

d) Pursuant to NRS 338.13895 and 338.145, a Subcontractor who is named in the Bid for the Contract as a Subcontractor who will provide a portion of the work on the public work pursuant to NRS 338.141, and is not properly licensed for that portion of the work shall be deemed unacceptable, and Contractor shall provide an acceptable Subcontractor.

e) Prime Contractor shall not substitute any person for itself or a Subcontractor who is named on the required list(s) except as provided pursuant to NRS 338.141.

f) If a Prime Contractor substitutes a Subcontractor for any Subcontractor who is named in the Bid without complying with the provisions of NRS 338.141; Prime Contractor shall forfeit, as a penalty to OWNER, an amount equal to one percent (1%) of the total amount of the contract.

g) If a Prime Contractor indicated pursuant to NRS 338.141 that he or she would perform a portion of work on the public work and, after the submission of the Bid, substitutes a Subcontractor to perform such work; Prime Contractor shall forfeit as a penalty to OWNER, the lesser of, and excluding any amount of the contract attributable to change orders the following:

(1) An amount equal to 2.5 percent of the total amount of the contract; or

(2) An amount equal to 35 percent of the estimate by the engineer of the cost of the work Prime Contractor indicated pursuant to NRS 338.141 that he or she would perform on the public work.

h) Prime Contractor agrees that it will assume responsibility for acts or omissions of its subcontractors and of persons either directly or indirectly employed by them, as they are responsible for the acts or omissions of persons directly employed by Prime Contractor. Nothing contained in the contract documents shall create any contractual relation between Subcontractor and OWNER.

i) Per NRS 338.140.1.d, Prime Contractor agrees to provide, upon OWNER'S request, copies of any or all contracts that it may have with its Subcontractor(s), to be used to determine the price of additional work performed pursuant to change orders, to evaluate claims for costs incurred for the performance of additional work, and/or to prepare for potential mediation or litigation.

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

a. Discrimination:

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

b. Fair Employment Practices:

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

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

c. Close-out Documentation

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

d. The BIDDER'S Statement of Authority to Submit a Bid, requests information regarding the Prime Contractor's, Subcontractor's, and Material Supplier's Business Enterprise Groups (BEG) and

Ethnicity Status. The Business Enterprise Categories are defined as follows:

i. **MINORITY OWNED BUSINESS ENTERPRISE (MBE):**

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

ii. **WOMEN OWNED BUSINESS ENTERPRISE (WBE):**

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

iii. **PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):**

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

iv. **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.

v. **VETERAN OWNED ENTERPRISE (VET):**

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

vi. **DISABLED VETERAN OWNED ENTERPRISE (DVET):**

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

vii. **EMERGING SMALL BUSINESS (ESB):**

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

The information provided by the BIDDER is for OWNER'S information only, as requested by the Board of County Commissioners.

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

10. **Bid Security**

a) Each Bid shall be accompanied by a Bid Security (in the form of, at BIDDER'S option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of OWNER) in the amount of five percent (5%) of the base Bid amount, pledging that the BIDDER will within ten (10) business days after OWNER'S written request for insurance, furnish the bonds and insurance as required herein, covering the faithful performance of Prime Contractor and the payment of all obligations arising hereunder. Bonds issued by a surety, who is an individual surety, are not acceptable to OWNER. Should the BIDDER refuse to or fail to furnish such bonds and insurance, the amount of the Bid security may be forfeited to OWNER. All checks and money orders must indicate the Payee as Clark OWNER Administrative Services-Purchasing and reflect the complete Bid number.

Bidder's may submit a scanned copy of the Bid security if their Bid is submitted electronically through NGEM. BIDDER must provide an original copy of the Bid Security within 24 business hours of request by OWNER.

b) Surety companies executing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to Nevada Revised Statute Chapter 683A and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.

If submitting a Bid Bond it shall be written on either a standard Bid Bond form or the enclosed form (**Bid Attachment No. 1),** and the attorney-in-fact who executes the Bond on behalf of the surety shall affix to the Bond a certified and current copy of his/her power of attorney.

c) OWNER will have the right to retain the Bid security of BIDDERS to whom an award is being considered until either (a) the bonds and insurance have been furnished, or (b) the specified time has

elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

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

11. SUBMISSION OF BIDS

Electronic submittal through NGEM

www.ngemnv.com

Registration must be completed prior to logging into the system.

Bids must be submitted electronically no later than the Bid opening date and time. Per the Terms of Use of the Nevada Gov eMarketplace (NGEM), bids may not be submitted after the submission deadline, and the server clock will govern. Bids will be publicly opened and read aloud via WebEx immediately after the submission deadline. Bidders are solely responsible for the timely delivery of bids.

Manual Bids.

If BIDDER chooses not to use NGEM to submit their bid electronically, BIDDER must contact the Designated Contact listed in the Bid document or the OWNER designated Contract Specialist to request a manual Bid package.

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

The following are detailed delivery instructions for bids:

HAND DELIVERY	U.S. MAIL DELIVERY	EXPRESS DELIVERY
Att: Contracts Management 901 Rancho Lane, Suite 265 Las Vegas, NV 89106	UMC Att: Contract Mgmnt 1800 W Charleston Blvd Las Vegas, NV 89102	Atten: Contracts Management 901 Rancho Lane, Suite 265 Las Vegas, NV 89106

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

Bids are time-stamped upon receipt. Bids submitted must be time-stamped no later than 2:00:00 p.m. on the bid opening date. Bids time-stamped after 2:00:00 p.m., based on the time clock at the OWNER Contracts Management front desk, Suite 265, will be recorded as late, remain unopened and be formally rejected. Overnight Mail must use the 89106 zip code. BIDDERS and other interested parties are invited to attend the Bid opening.

The Bid Opening Summary will be posted after Bid opening in NGEM in the Awards Detail tab.

12. WITHDRAWAL OF BID

A. **Before Bid Opening:**

Bidders may withdraw a bid submitted on NGEM by logging onto NGEM and retracting the Bid.

To request withdrawal of a posted, sealed bid, which was Manually delivered, prior to the scheduled bid opening time, the request for withdrawal shall be submitted to the Contract Analyst in writing, or a Bid Release Form shall be properly completed and submitted to the Contracts Management Division reception desk.

Withdrawn bids must be re-submitted and time-stamped, if submitting manually, in accordance with this bid document in order to be accepted.

B **After Bid Opening:**

OWNER may allow a BIDDER intended for award to withdraw its bid during the firm offer period due to a mistake of fact on the part of the BIDDER or its employee(s) in preparing its bid. Such BIDDER, upon discovery of the mistake, must immediately notify OWNER in writing of such mistake. The notice to OWNER must include: (1) a request to withdraw its bid, (2) a detailed description of the exact nature of the mistake, (3) an explanation of exactly how and why the mistake occurred, (4) and an explanation of the corrective action that was, or will be implemented by the BIDDER to eliminate the possibility of future mistakes. If the above requested

information is not adequately provided to OWNER'S satisfaction, the BIDDER shall be prepared to meet with OWNER within 24 business hours of notification by OWNER to further review the BIDDER'S request for withdrawal of its bid. In any case of a withdrawal, OWNER may require that BIDDER forfeit its bid security to OWNER.

13. TIE-BIDS

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

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

14. EVALUATION OF BIDS AND AWARD

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

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

B. **Intent to Award**

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

C. **Award Determination**

All responsive and responsible bids received are considered firm offers for 120 calendar days after the date of bid opening and may be considered for award. Award shall be made to the lowest responsive, responsible and/or best bidder, based upon the Total Base Bid, plus the funding availability of Bid Option(s) One, Two, Three, etc. exercised in sequential order. BIDDERS must quote all items and agree to provide the bonds and insurance specified herein to be responsive and considered for award. OWNER reserves the right to accept or reject on a Package-by-Package basis including the election of alternates. Options and/or options in sequential order depending on funding availability, whichever is in the best interest of OWNER.

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

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

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

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

D. Determination of Bidder's Responsibility

1. In determining the responsibility of any bidder, the governing body or its authorized representative may consider, but is not limited to, the criteria set below:
2. Whether a BIDDER or subcontractor possesses a valid contractor's license of a class corresponding to the work required by OWNER in accordance with provisions of NRS Chapter 624;

3. Whether a BIDDER has the ability to obtain the necessary bonding for the Work to be required by OWNER;
4. Whether the principal personnel employed by the BIDDER have the necessary professional qualifications and experience for the work to be required by OWNER;
5. Whether the BIDDER has breached any contracts with a public agency or person in this state or any other state;
6. Whether the BIDDER has been disqualified from being awarded a contract pursuant to NRS 338.017 or 338.13895;
7. Whether the BIDDER has been convicted of a violation for discrimination in employment two years immediately preceding the date of submission of the Bid.

E. **Temporary Prohibition/Disqualification of Contractor/Principals**

In accordance with NRS 338.017, if any administrative penalty is imposed under NRS chapter 338 against a person for the commission of an offense, that person, and the corporate officers, if any, of that person, may not be awarded a contract for a public work.

1. For the first offense, for a period of 3 years after the date of the imposition of the administrative penalty.
2. For the second offense or subsequent offense, for a period of 5 years after the date of the imposition of the administrative penalty.

F. **Disclosure of Ownership/Principals**

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

G. **Award of Contract**

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

15. ADDITIVE ALTERNATE ITEM(S)

This document may contain Additive Alternate item(s) that is/are shown in the specifications and drawings under the appropriate sections but is/are not to be included in the Total Base Bid amount. Each item is identified by a number designation and description. It is the responsibility of each BIDDER to determine to its own satisfaction the limits and extent of the work for each item and quote a unit price and/or lump sum in the Bid Schedule. The amount(s) quoted shall remain firm through the contract period and include all labor and materials required to complete the work.

16. BONDS AND INSURANCE REQUIREMENTS

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

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

A. Insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.

B. Successful BIDDER shall provide all submittals requested in this section within ten (10) business days. If Successful BIDDER does not provide the submittals on or before the tenth business day, or fails to keep the bonds or insurance policies in effect or allows them to lapse, SUCCESSFUL BIDDER will pay to OWNER the amount of **$100.00** per day as liquidated damages.

12. SCHEDULE OF VALUES

By 5:00 P.M the next working day after the bid opening, the three (3) lowest BIDDERs for the Total Base Bid amount must submit a Schedule of Values on the attached form, of the various portions of the work, aggregating the base bid amount, shall be divided so as to facilitate payments in accordance with the contract documents.

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

Upload in NGEM or if Manual

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

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

E-Mail DELIVERY
frances.heiy@umcsn.com
*reference above note

13. PROJECT WORKFORCE CHECKLIST

At bid opening the BIDDER will present a completed **Project Workforce Checklist - Prime, Attachment 5**.

By 5:00 pm the next business day after bid-opening, the three (3) lowest BIDDERs must provide a completed **Project Workforce Checklist** - **Subcontractor** for all named (used) subcontractors).

Within 10 days of bid-opening, the apparent low bidder must submit a Request for Waiver form, provided by the Department, for the PRIME/BIDDER and all named (used) subcontractors. All supporting documentation for waiver(s), must be submitted with the Request for Waiver form. The Request for Waiver form and supporting documentation may be sent via email, fax or delivered to the Department's Contract Compliance Office. If waivers are not needed, please indicate such on the Request for Waiver form, and submit as directed above.

A request for waiver (for cause) can be submitted if:

1. No Registered Apprentice Programs exist for the craft/type of work required by the project; or
2. A request for Apprentices was denied, or not acted upon within 5 business days of submission; or
3. The project requires the performance of uniquely complex or hazardous work.

Failure to submit the workforce/apprentice utilization forms and supporting documentation described above, within the required time, may deem the bid non-responsive.

Following are detailed delivery instructions for **Progress Workforce Checklist:**

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

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

E-Mail DELIVERY
frances.heiy@umcsn.com
*reference above note

15. PROTESTS

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

A. 25% of the total value of the base bid submitted by the BIDDER filing the protest; or

B. $250,000.

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

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

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

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

after the claim has been satisfied must be returned to the BIDDER who posted the bond or submitted the security.

16. REJECTION OF BID

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

17. FEDERAL, STATE, LOCAL LAWS

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

18. COLLUSION AND ADVANCE DISCLOSURES

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

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

19. RESPONSIBILITY OF PRIME CONTRACTOR

It is understood that in the performance of the services herein provided for, Prime Contractor shall be, and is, an independent Contractor, and is not an agent, representative or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Further, Prime Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Prime Contractor in the performance of the services hereunder. Prime Contractor shall be solely responsible for, and shall indemnify, defend and hold OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

A. Prime Contractor shall be fully and solely responsible for safety and health conditions for conducting all operations under this contract and at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. Prime Contractor shall continually and diligently inspect all equipment, materials and work to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions Prime Contractor shall furnish all safety equipment, supplies and instructions required for the work and enforce the proper use of such by its employees, agents, subcontractors and any and all sub-tier levels and suppliers. Prime Contractor shall notify OWNER in writing of the name of their assign employee responsible for safety and health including a twenty-four (24) hour telephone number prior to commencement of work. Prime Contractor shall comply with all requirements of Nevada Revised Statute Chapter 618, Occupational Safety and Health, Nevada Administrative Code Chapter 618 and have established an **active** Safety Program in accordance therewith.

B. Prime Contractor acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. Prime Contractor recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; OWNER may declare Prime Contractor in breach of the Contract, terminate the Contract, and designate Prime Contractor as non-responsible.

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

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

E. It shall be the duty of Prime Contractor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Prime Contractor will not produce a work product that violates or infringes on any copyright or patent rights. Prime Contractor shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by OWNER of any products or services furnished by Prime Contractor shall not in any way relieve Prime Contractor of responsibility for the professional quality and technical accuracy and adequacy of its work. OWNER'S review, approval, acceptance, or payment for any of Prime Contractor's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and Prime Contractor shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by Prime Contractor's performance or failures to perform under this Contract.

F. Prime Contractor shall appoint a qualified employee who will manage the performance of services, should this employee be unable to complete his or her responsibility for any reason, Prime Contractor will immediately replace him or her with a qualified person and inform OWNER in writing.

G. As built drawings and related specifications shall become and remain the property of OWNER. Copies of the drawings and specifications retained by OWNER may be utilized only for its use and for occupying and maintaining the project for which they were prepared, and not for construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Prime Contractor during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER'S representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have the right to reproduce all non-copy write protected documentation supplied pursuant to this Contract.

H. Prime Contractor agrees that its officers, employees, Subcontractors and suppliers will cooperate with OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.

I. Prime Contractor agrees to provide the information on the attached "Disclosure of Ownership/Principals" form prior to any contract award by the Governing Board and/or Board of County Commissioners.

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

20. RESPONSIBILITY OF OWNER

A. OWNER agrees that its officers, employees, and contracted firms will cooperate with Prime Contractor in the performance of services under this Contract and will be available for consultation with Prime Contractor at such reasonable times with advance notice as to not conflict with their other responsibilities and in accordance with the communication methodology defined by OWNER.

B. OWNER'S Departmental Responsibilities:

1. OWNER'S Contracts Management Division will administer the bid solicitation, pre-bid conference, issue addenda, bid opening, bid protest, evaluation, Nevada State Contractors Board license compliance, no evidence of debarment in the Federal System of Award Management, bonds and insurance, Notice of Award of contract, prevailing wage rate compliance, and obtainment of governing body approval of fully executed change order(s), subcontractor substitutions, assignment of contractual rights, and any Notice to Remedy and Contract Termination. OWNER'S departmental representative assigned to administer the contract with the design professional (Architect/Engineer) shall review and approve all documents prior to presenting them to the Contracts Management Division for advertising a notice to bid and prior to release of a formal addenda.

2. Upon the issuance of a written Notice of Award, the services performed by Prime Contractor under this Contract shall be subject to contract administration for compliance with the terms of this Contract by OWNER'S departmental representative assigned at the preconstruction meeting and/or as instructed in the written Notice to Proceed. OWNER'S departmental representative shall provide all contract administration including issuance of the written Notice to Proceed for commencement of work/services, substitutions ("or equal"), coordination with design professional and construction management firm, progress payment evaluation(s), invoice approval, payments and retainage, surety performance inquirers, negotiations and signature authority for change order(s), punch list(s), Notice of Substantial Completion, warranty inspections, corrective action notices, project conflicts, disputes, mediation demands. Additionally, shall administer and coordinate OWNER'S design professional, construction management firm or other OWNER contracted firm(s). OWNER'S departmental representative responsibilities under this Contract may be delegated to appropriate staff members or a third-party firm and shall notify Prime Contractor in writing before the effective date of each such delegation.

C. The review comments of OWNER'S representative may be reported in writing as needed to Contractor. It is

understood that OWNER'S representative's review and oral comments do not relieve Contractor from the responsibility for the timely completion, professional quality and technical accuracy of all work delivered under this Contract unless modified through a formal written change order(s) approved by the governing body.

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

21. DISCLAIMER

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

GENERAL CONDITIONS

BID NO. 2021-02
FIRST FLOOR REFRESH

SECTION 1: GENERAL

1.1 NOTICE(S) TO PROCEED

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

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

B. **Materials Notice to Proceed**

OWNER will issue a Materials Notice to Proceed to Prime Contractor authorizing the ordering of supplies, materials, equipment, etc. The supplies, materials, equipment, etc. must be received within **60 calendar days**. During this period of time, OWNER may issue the Notice to Proceed for the work.

1.2 TIME: COMPLETION OF PROJECT

A. Time is of the essence and failure to meet the specified time to complete the work to be performed shall constitute a breach of the Contract and may result in termination of the Contract.

B. SUCCESSFUL BIDDER, upon becoming the awarded Prime Contractor, shall commence the work to be performed on the date set by OWNER'S departmental representative in the written Notice to Proceed, continuing the work in accordance with the approved schedule and shall complete the entire work within **200 calendar days** from the date specified in the Notice to Proceed. Further, separable portions of the work may be subject to milestone or specific dates as established in this document. Prime Contractor shall complete all work or separable portions of work in accordance with specified milestones or specific dates and in accordance with these specifications. Any costs associated with the overtime, which may be required to complete the project in time, and/or milestones specified shall be solely the responsibility of Prime Contractor and shall have been included in the bid amount(s).

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

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

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

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

D. **Liquidated Damages**

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

2. **OWNER'S Recovery of Bidder's Preference Liquidated Damages**

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

1.3 PERMITS AND FEES

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

1.4 UTILITIES

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

1.5 STANDARDS AND CODES

A. Wherever references are made in the Contract to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply to the work of the project, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.

B. Where applicable, reference to the Uniform Standard Specifications shall mean the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition and revisions thereof, excluding Sections 102 and 103 of Division One, and/or the latest adopted Editions of the Uniform Building Code, Plumbing Code, Electrical Code, Fire Code, and Mechanical Code.

C. In case of conflict among any of the above referenced Specifications standards and codes, or between any referenced standards and codes and the Specifications, reference is made to Section 105, Subsection 105.04 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Current Edition, and revisions thereto, unless otherwise specified in the General Conditions.

1.6 TAXES

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

1.7 ASSIGNMENT OF CONTRACTUAL RIGHTS

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

1.8 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

A. The bidding and contract documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by Prime Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of a discrepancy, the following precedence will govern:

1. Permits required by law from other agencies, and/or OWNER, issued to Prime Contractor, and/or OWNER.
2. Change orders, supplemental contracts and amended contracts.
3. Instructions to Bidders, including any addenda.
4. General Conditions, including any addenda.
5. Specifications, including any addenda.
6. Contract Drawings, including any addenda.
7. Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, current edition, and all revisions through date of advertisement.
8. Uniform Standard Drawings for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, and all revisions through date of advertisement.

B. Notwithstanding the above, if a permit provision conflicts with a provision in items 2-8, above, the more stringent provision controls.

C. Notwithstanding the above, a change order, supplemental agreement or amended agreement takes precedence over a more stringent permit if the permitting agency approves in writing.

D. Notwithstanding the above, in the event of a conflict between addenda, the more recent addenda controls.

E. Notwithstanding the above, approved revisions to contract drawings, specifications and drawings will take precedence over items 5, 6, 7 and 8 respectively. Detailed contract drawings shall have precedence over general plans.

F. Prime Contractor shall not take advantage of any apparent error or omission in the contract drawings or specifications. In the event Prime Contractor discovers such an error or omission, Prime Contractor shall immediately notify OWNER. OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

G. Section 105.04 of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, current edition and all revisions through date of advertisement, does not apply to this Contract. That section is overridden, replaced and controlled by this Section 1.8 of the General Conditions of this Contract.

1.9 INDEMNITY

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

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

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

1.10 ADA REQUIREMENTS

All work performed or services rendered by Successful Prime Contractor must 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. It shall be the responsibility of Successful Prime Contractor to advise OWNER should OWNER'S requirements not meet the appropriate accessibility standards.

1.11 AUDITS

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

SECTION 2: MATERIALS:

2.1 PATENT INDEMNITY

A. Prime Contractor hereby indemnifies and shall defend and hold harmless OWNER, its officers, employees, agents and, if applicable, its construction manager, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER and its construction manager, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by Prime Contractor, or out of the processes or actions employed by, or on behalf of Prime Contractor in connection with the performance of the contract. Prime Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER or its construction manager; provided that OWNER or its construction manager shall have notified Prime Contractor upon becoming aware of such claims or actions, and provided further that Prime Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its construction manager.

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

2.2 SUBSTITUTIONS ("OR EQUAL")

A. **Policy**

1 Prior to proposing any substitute material, product, or service, Prime Contractor shall satisfy itself that the material, product, or service proposed is, in fact, equal to that specified. Prime Contractor may only request a substitution if a material or product will fit into the space allocated, affords comparable ease of operations, maintenance and service, that the appearance, and longevity is equal to or better than the material or product specified; or that the substitution of such material, product, or service by reason of cost savings, reduced construction time, or similar demonstrable benefit will be in OWNER'S interest.

2 The burden of proof of equality of a proposed substitution for a specified material, product, or service shall be upon Prime Contractor. Prime Contractor shall support its request with sufficient test data and other means to permit OWNER to make a fair and equitable decision on the merits of the proposal. Prime Contractor shall submit drawings, samples, data and certificates for proposed substitute materials. Any material, product, or service by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. OWNER will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

3 Approval of a substitution shall not relieve Prime Contractor from responsibility for compliance with all requirements of the Contract. Prime Contractor shall bear the expense for any changes in other parts of the work caused by any substitutions.

4 Materials, products or service proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of the specific material, product or service.

5 Substitutions will not be permitted in those instances where the product is intended to accommodate artistic design, specific function or economy of maintenance.

B. **Procedure**

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

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

2.3 DELIVERY, UNLOADING AND STORAGE

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

2.4 INVOICING

Invoices are to be sent within thirty (30) calendar days of the completion of the work. Payment of invoices will be made within forty-five (45) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative.

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

All invoices should include the following information:

A. OWNER's Progress Billing form

B. Company Name

C. Complete Address (including street, city, state, and zip code)

D. Telephone Number

E. Contact Person

F. OWNER Purchase Order Number

G. Bid Number

H. Itemized pricing per the Schedule of Values

I. Company's Invoice Number

J. OWNER Project Number(s)

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

2.5 PAYMENT OF MATERIAL

A. At the discretion of OWNER, payment for materials on hand may be made when a paid invoice is presented to the Architect/Engineer for inclusion with the estimate, provided the materials meet the requirements of the plans and specifications, and are stored under acceptable storage conditions. Payment for materials on hand does not alter the responsibility of Prime Contractor for all materials until final acceptance of the work.

B. If materials are not specifically purchased for the work, but are taken from Prime Contractor's stock, then in lieu of invoices, there shall be submitted to OWNER statements accompanied by an affidavit of Prime Contractor, certifying such materials were taken from its stock and the price and transportation claimed represent the actual cost to Prime Contractor.

C. It is understood and agreed that the transfer of title to and OWNER'S payment of such stored or stockpiled material shall in no way relieve Prime Contractor of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

2.6 WARRANTY

A. Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any work covered by the contract shall be new, and where grade is not specified, shall be of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to OWNER. Unless otherwise provided in the contract, Prime Contractor warrants all equipment, materials, and labor furnished or performed under this contract against defects in design, materials (unless furnished by OWNER), and workmanship for a period of **12 months** (unless longer guarantees or warranties are provided for in the contract in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the same were furnished or performed by Prime Contractor or by any of its subcontractors of any tier. Upon receipt of written notice from OWNER of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Prime Contractor at a time acceptable to OWNER.

B. Prime Contractor shall perform such tests as OWNER may require verifying that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal of any barrier, necessary to gain access, shall be borne by Prime Contractor.

C. Prime Contractor warrants such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of twelve (12) months from and after date of acceptance thereof. Should Prime Contractor fail to promptly make the necessary redesign, repair, replacement, and tests, OWNER may perform or cause to be performed the same at Prime Contractor's expense. Prime Contractor and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein.

SECTION 3: LABOR

3.1 PREVAILING WAGES

A. Prime Contractor and Subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090. Prime Contractor shall ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the contract totals $100,000 or more. BIDDERS are responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: www.Labor.NV.Gov, or by calling (702) 486-2650. Per NAC 338.040, after a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the duration of the project. **Please note that if a change order causes a contract to exceed $100,000, OWNER will audit the entire contract period.**

B. In accordance with NRS 338.013.3, Prime Contractor shall report to the Labor Commissioner and OWNER the name and address of each subcontractor performing work on the project within 10 days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.

C. In accordance with NRS 338.060 and 338.070, Prime Contractor shall forfeit as a penalty to OWNER, amounts specified in NRS 338.060, for each calendar day or portion thereof that each worker employed on OWNER'S project is paid less than the designated rate for any work done under the contract by Prime Contractor or any Subcontractor under it. If Prime Contractor or any Subcontractor on the project fails to submit the certified payroll reports to OWNER within 15 calendar days after the end of the month, Prime Contractor shall forfeit as a penalty to OWNER, amounts specified in NRS 338.060, for each calendar day or portion thereof for each worker employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of Prime Contractor's business to determine the amount per worker per day to be imposed. Any Prime Contractor or Subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, the Prime Contractor shall reimburse OWNER for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorneys' fees.

D. In accordance with NRS 338.070 (5) (a) (b) and NRS 338.070 (6), Prime Contractor and each Subcontractor shall keep or cause to be kept:

1. An accurate record showing for each worker employed by Prime Contractor or Subcontractor;

   a) The name of the worker;

   b) The occupation of the worker;

   c) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

   d) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;

   e) 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

   f) The actual per diem, wages, and benefits paid to the worker.

2. An additional accurate record showing for each worker employed by Prime Contractor or Subcontractor who has a driver's license or identification card;

   a) The name of the worker;

   b) The driver's license or identification card number of the worker; and

   c) The state or other jurisdiction that issued the license or card.

   The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by OWNER. Prime Contractor, and all Subcontractors, shall ensure that a copy of each record for each calendar month, together with a cumulative summary of the percentage of workers that hold a valid driver's license or identification card issued by the State of Nevada, is received by OWNER no later than 15 days after the end of the month. The copy of the record maintained pursuant to 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. Prime Contractor, or any Subcontractor or agent or representative thereof, doing work on the Project who neglects to comply with the terms of this provision is guilty of a misdemeanor. A copy of the records of work performed on the Project by Prime Contractor and each Subcontractor shall be submitted to OWNER at the following address:

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

   Attached are sample forms that may be used to document the above required information. **See Exhibit I.**

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

E. **Prime Contractor shall comply with the requirements of NRS 338.020 and post on the site of the public work in a place generally visible place to the workers, the Nevada Prevailing Wage Rates and all addenda.**

F. **Certified Payroll Reports**: Pursuant to NRS 338.070, on any public work contract awarded for more than $100,000, Prime Contractor and each Subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem wages and benefits paid to each worker employed by it in connection with the public work.

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

Prime Contractor and each Subcontractor are required to submit a copy of the record for each calendar month to OWNER no later than **15 calendar days** after the end of the month for the purposes of public inspection. Prime Contractor shall be responsible for coordinating the submittal of all the certified payroll reports for the project, including its reports and the reports of all the subcontractors who are performing work on the project. A Prime Contractor shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from Prime Contractor by the public body because Prime Contractor failed to submit certified

payroll reports within 15 calendar days after the end of the month if the Subcontractor provided certified payroll reports to Prime Contractor within 10 calendar days after the end of the month or the date agreed upon by Prime Contractor and Subcontractor. Prime Contractor shall submit OWNER'S copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project, utilizing LCPtracker or Prime Contractor shall submit paper copies if notified.

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

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

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

3.2 USE OF APPRENTICES *(Applicable to all projects advertised and awarded after January 1, 2020)*

By submitting a Bid on projects awarded after January 1, 2020, BIDDER represents that it and its subcontractors will comply with SB 207 (2019), NRS 338.01165 in regards to the hiring of apprentices from a valid Apprenticeship Program (recognized by the State Apprenticeship Council) for the applicable type of public work (as defined in NRS 338.010).

A Prime/Bidder and/or Subcontractor engaged in a Vertical Construction who employs a worker pursuant to NRS 338.040 shall use one or more apprentices for at least 10 percent of total hours of labor in each apprenticed craft or type of work to be performed which more than three workers are employed on a public work.

A Prime/BIDDER and/or Subcontractor engaged in a Horizontal Construction who employs a worker pursuant to NRS 338.040 shall use one or more apprentices for at least 3 percent of total hours of labor in each apprenticed craft or type of work to be performed which more than three workers are employed on a public work.

3.3 APPRENTICE FORMS AND WAIVERS

1. **All Prime/BIDDERS must submit with Bid** a completed Project Workforce Checklist - Prime, provided by OWNER, **Bid Attachment No. 5**. All trade/craft shall be checked that will be applicable to the project.

   The required forms and supporting documentation noted in Subsection 2 and 3 below, may be sent via email to frances.heiy@umcsn.com, or hand delivered to 901 Rancho Lane, Ste. 265, Las Vegas, NV 89106, attention to Contract Management Division.

2. The three apparent lowest bidders must submit a completed and signed Project Workforce Checklist - Subcontractors, **Bid Attachment No. 6**, for all named (used) subcontractors by 5:00 p.m. the next business day following the bid opening. All trade/craft shall be checked that will be applicable to the project.

3. Within 10 business days after bid opening, the three apparent lowest bidders must submit **Bid Attachment No. 7**, Request for Waiver form, provided by OWNER, for the Prime/BIDDER and/or all named (used) subcontractors. All supporting documentation for waiver(s) must be submitted with the Request for Waiver form. **If waivers are not needed, please indicate such on the Request for Waiver form, and submit as directed above**.

A Request for Waiver (for cause) can be submitted if:

1. No Apprentices are available from an apprenticeship program with Clark County as recognized by the State Apprenticeship Council; or

2. A request for Apprentices was denied, or not acted upon with five (5) business days of submission; or

3. The project requires the performance of uniquely complex or hazardous work.

Failure to submit the Workforce/Apprentice utilization forms and supporting documentation described above, within the required time, may deem the bid non-responsive.

Any or all of these forms will be required for any additional subcontractors added during the course of construction.

3.4 STATE OF NEVADA LEGAL HOLIDAYS

Prime Contractor is advised that below there are 10 firm legal holidays and 11 when December 31st falls on Friday.

Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veteran's Day

Thanksgiving Day and the Friday After
Christmas Day
New Year's Day

Prime Contractor is required to verify dates with OWNER'S representative prior to commencement of the Project.

3.5 COPELAND ANTI-KICK BACK ACT

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

3.6 EMPLOYMENT OF UNAUTHORIZED ALIENS

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

3.7 NON-DISCRIMINATION / FAIR EMPLOYMENT PRACTICES

A. Discrimination:

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

B. Fair Employment Practices:

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

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

3.8 PREFERENTIAL EMPLOYMENT

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

3.9 SUBCONTRACTOR/INDEPENDENT CONTRACTOR

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

B. Any subcontract entered into by Prime Contractor and its Subcontractor or Material Supplier shall not create any contractual relationship between OWNER and Subcontractor or Material Supplier. It is Prime Contractor's responsibility to ensure all subcontract agreements and material supply contracts comply with the terms and conditions set forth in this Contract and applicable Statutes. If Prime Contractor submitted with its Bid a signed and notarized Affidavit, Prime Contractor must include in each contract between Prime Contractor and Subcontractor the apportionment of Bidder's Preference Liquidated Damages assessed (General Conditions Section 1,1.2(D).

Prime Contractor shall not substitute a subcontractor for any portion of the Work which was previously indicated would be performed by Prime Contractor unless such substitution meets the requirements of NRS Chapter 338.

C. Bidders are encouraged to refer to the following website for information regarding sub-contractors: http://www.sumnumarketing.com/wp-content/uploads/2019/06/Local-Small-Business-DirectoryREVISED-053019.pdf

3.10 REPORTING OF ALLEGED VIOLATIONS OF THE LAW

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

3.11 LABOR STRIFE

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

3.12 ELIGIBILITY FOR PREFERENCE IN BIDDING

OWNER shall award the Contract to the BIDDER who submits the best Bid as defined by NRS 338.147 and, in doing so will consider the BIDDER'S eligibility for a bidding preference as defined by NRS 338.147. Eligibility for the preference will be established if the Bidder, at the time of Bid: 1) submits a valid certificate of eligibility from the State Contractor's Board; and 2) submits the "Affidavit Pertaining to Preference Eligibility" form, attached hereto as Bid Attachment No. 4, within two (2) hours after the completion of the opening of the Bid by OWNER, included as part of the Bid Documents and hereafter incorporated into the Contract. A person who submitted a bid on the public work or an entity who believes that Prime Contractor who was awarded the contract for the public work is not entitled to receive preference in bidding on public works under Nevada Law may: 1) challenge the validity of the certificate of eligibility by filing a written objection with OWNER in compliance with NRS 338.147 (13) within three (3) business days after the Bid opening; or 2) file a written objection with OWNER setting forth proof or substantiating evidence to support the belief that Prime Contractor has failed to comply with NRS 338.147. In evaluating an objection to the certificate of eligibility, OWNER shall comply with the requirements of NRS 338.147 (14).

3.13 BIDDERS RECEIVING PREFERENCE

A. If Prime Contractor submitted, within two (2) hours after the completion of the opening of the Bid, a signed and notarized "Affidavit Pertaining to Preference Eligibility" form, and fails to comply with any of the requirements certified in the Affidavit, such failure is a material breach of the Contract and entitles OWNER to liquidated damages in the amount of one percent (1%) of the Contract Price.

B. A person who submitted a Bid who believes that Prime Contractor that obtained a preference bidding by submitting within two (2) hours after the completion of the opening of the bids a signed and notarized Affidavit has failed to comply with a requirement certified in the Affidavit, may file a "written objection" with OWNER that sets forth proof or substantiating evidence to support the belief of the person or entity that Prime Contractor has failed to comply.

C. If OWNER receives a written objection from a person who submitted a Bid about a Prime Contractor who submitted an Affidavit within two (2) hours after the completion of the opening of the bids has failed to comply with a requirement certified in the Affidavit, OWNER shall determine whether the objection is accompanied by the required proof or substantiating evidence. If OWNER determines that the objection is not accompanied by the required proof or substantiating evidence, OWNER shall dismiss the objection. If OWNER determines that the objection is accompanied by the required proof or substantiating evidence or if OWNER on its own initiative determines that the required proof or substantiating evidence exists, OWNER shall determine that Prime Contractor has failed to comply with a requirement certified in his or her Affidavit, OWNER may seek to recover by civil action liquidated damages for material breach of the Contract in the amount of one percent (1%) of the Contract Price.

D. If Prime Contractor submitted within two (2) hours after the completion of the bid opening of the Bid, a signed and notarized Affidavit, Prime Contractor must:

1. Each Contract between Prime Contractor and a Subcontractor must provide for the apportionment of liquidated damages to be assessed if a person other than Prime Contractor is responsible for a breach of the Affidavit. The apportionment of liquidated damages must be in proportion to the responsibility of

each party for the breach.

2. Submit copies of the vehicle registration for all vehicles used primarily for the public work. For vehicles that are not registered in the State of Nevada, submit documentation confirming that the vehicle is registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 706.826. The documentation required by this subparagraph shall be provided no later than 30 calendar days following the first use of a vehicle on the Site and shall be supplemented as necessary during the course of the work to comply with the requirements certified by the Affidavit. Attached is a sample form that may be used to submit the documentation. **See Exhibit J.**

3. Submit a monthly report of all Suppliers of materials used for the Project with company name and address. Report shall be submitted no later than 15 calendar days following the end of each month during the course of the Work. A report showing the information in cumulative summary form shall be provided as a condition of Final Completion. **See Exhibit K.**

SECTION 4: SITE SAFETY AND SECURITY

4.1 RESPONSIBILITY FOR WORK SECURITY

A. Prime Contractor shall at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or damage of other means to any property. Prime Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, OWNER'S property, and the work site. Prime Contractor shall continuously inspect all its work, materials, equipment, and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions.

B. Prime Contractor shall comply with all applicable laws and regulations. Prime Contractor shall cooperate with OWNER on all security matters and shall promptly comply with any project security requirements established by OWNER. Such compliance with these security requirements shall not relieve Prime Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Prime Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

C. Prime Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to OWNER in a timely manner.

4.2 CONTRACTOR SITE RESPONSIBILITIES

A. Unless otherwise specifically provided in the Contract, Prime Contractor shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by OWNER. Before Prime Contractor begins such work, it shall give due notice to OWNER of its intention to start such work. Prime Contractor shall not be entitled to any extension of time, or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.

B. Prime Contractor shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by OWNER, do not unreasonably interfere with the performance of its work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage shall be borne by Prime Contractor.

C. OWNER reserves the right to permit access to the site by other contractors if necessary. Prime Contractor shall cooperate and coordinate with OWNER as needed.

4.3 CONSTRUCTION SAFETY

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

A. General

1. Prime Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Prime Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

2. In an emergency affecting the safety of life or of the Work or of adjoining property, Prime Contractor shall follow the instructions of OWNER or Consulting Architect or Engineer and, in the absence of such

instruction, shall act at its discretion to prevent such threatened loss or injury.

B. Protection of Persons

1. Prime Contractor shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby. Prime Contractor shall designate a responsible member of its organization at the Project site whose duty shall be prevention of accidents.

2. Except as otherwise stated in the Contract Documents, if Prime Contractor encounters on the Project site material reasonably believed to be asbestos, lead, or polychlorinated biphenyl (PCB), that Prime Contractor shall immediately stop work in the area affected and give notice to OWNER and any other appropriate entity of the condition. Work in the affected area shall not be resumed without written direction by OWNER.

4.4 CLEANING UP

A. Prime Contractor shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, Prime Contractor shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before final payment is made, Prime Contractor shall, at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and Prime Contractor shall leave the premises and work site in a neat, clean, and safe condition. In the event of Prime Contractor's failure to comply with the above requirements may be accomplished by OWNER at Prime Contractor's expense.

B. In the case of Public Works Off-Site Construction Reference to use of completed portions of the work, shall conform to Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

4.5 FIRE PREVENTION

A. Prime Contractor shall comply with all Federal, State, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of Prime Contractor.

B. All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden.

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

SECTION 5: PROJECT COSTS AND WAGES

5.1 CHANGE ORDERS

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

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

1. Products and Materials

a. The costs of products and materials to Prime Contractor or Subcontractor, less any applicable trade discounts.

b. Where the Prime Contractor supplies products and materials to OWNER directly, the Prime Contractor will be allowed to add a maximum of ten percent (10%) overhead and profit in its billing to OWNER.

c. Where the Subcontractor supplies products or materials to OWNER, through the Prime Contractor, the Prime Contractor will be allowed to add a maximum of ten percent (10%) overhead and profit for the Subcontractor, and above that, five percent (5%) overhead and profit for itself in its billing to OWNER.

d. OWNER reserves the right to request copies of any invoice(s), including those from the originating supplier(s), Subcontractor(s), or manufacturer(s).

e. No overhead and profit will be allowed on any applicable taxes.

2. Labor

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

Labor costs shall be in compliance with the prevailing wage rates as specified in Section 3, Labor, 3.1 Prevailing Wages.

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

Labor costs shall be in compliance with the prevailing wage rates as specified in Section 3, Labor, 3.1 Prevailing Wages.

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

d. Should a contract originally awarded for less than $100,000 be increased over that amount through the issuance of change order(s), Prime Contractor shall then comply with all provisions and requirements of the Prevailing Wage Rates and represents that change order(s) will include labor and all related costs prior to presentation to OWNER for consideration. Retroactive change order(s) will be rejected.

5.2 RELEASE OF RETENTION

Not more than ninety-five percent (95%) of the amount of any progress payment must be paid until fifty percent (50%) of the work required by Prime Contractor has been performed. The amount of retention with respect to progress payments shall be five percent (5%) until the work is fifty percent (50%) complete. After the work is fifty percent (50%) complete, no further amount shall be retained from future progress payments, provided Prime Contractor is making satisfactory progress. In the event of unsatisfactory progress, OWNER shall retain five percent (5%) from any progress payments. OWNER, or OWNER representative shall determine when the work is fifty percent (50%) complete.

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

A. All punch list items have been completed.

B. A Certificate of Occupancy or temporary Certificate of Occupancy has been received (if applicable).

C. Final record drawings and specifications have been submitted (if applicable).

D. No known premium delinquency exists with Prime Contractor's workers' compensation insurer.

E. All required documentation has been submitted to OWNER and no request has been made to OWNER by the Labor Commissioner, to hold retention.

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

SECTION 6: PROJECT COMPLETION

6.1 USE OF COMPLETED PORTIONS OF WORK

A. Whenever, as determined by OWNER, any portion of work performed by Prime Contractor is in a condition suitable for use, OWNER may initiate a certificate of substantial completion for that portion and take possession of or use such portion.

B. Such use by OWNER shall in no case be construed as constituting final acceptance, and shall neither relieve Prime Contractor of any of its responsibilities under the Contract, nor act as a waiver by OWNER of any of the conditions thereof, provided that Prime Contractor shall not be liable for the cost of repairs, rework or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost, or delays the completion of remaining portions of work, Prime Contractor shall be entitled to an equitable adjustment mutually agreed upon prior to OWNER taking possession.

C. If, as a result of Prime Contractor's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to OWNER, OWNER shall have the right to continue such use until such portion of work can, without injury to OWNER, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve (12) months, unless otherwise mutually agreed upon in writing between the parties.

D. Prime Contractor shall not use any permanently installed equipment unless such use is approved by OWNER in writing. Where Prime Contractor's written request is granted for the use of certain equipment, Prime Contractor shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of OWNER.

E. If OWNER furnished an operator for such equipment, such operator's services shall be performed under the complete direction and control of Prime Contractor and shall be considered Prime Contractor's employee for all purposes other than the payment of such operator's wages, workers' compensation or other benefits paid directly or indirectly by OWNER.

F. Use of completed portions of off-site improvements shall be done in accordance with Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

6.2 RECORD DRAWINGS AND SPECIFICATIONS

A. Progress Records: During construction, Prime Contractor shall keep a marked-up, up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed.

B. Final Records: When specified or required upon completion of work, Prime Contractor shall furnish to OWNER a complete set of marked-up as-builts with “RECORD” clearly printed on each sheet. OWNER, at its expense, will furnish Prime Contractor with drawings for mark-up by Prime Contractor. Prime Contractor shall accurately and neatly transfer all deviations from progress as-builts, to final as-builts.

6.3 TESTING, INSPECTIONS, AND FINAL ACCEPTANCE

A. When Prime Contractor considers that all work under the Contract is complete, Prime Contractor shall inform OWNER in writing. When the results of inspection and testing satisfy OWNER that all work under the Contract is completed and in accordance with the requirements of this Contract, OWNER shall initiate the Notice of Completion process.

B. The date of final acceptance of the project shall be the date upon which OWNER accepts and issues a Notice of Completion for the project.

C. All warranties, guarantees and other applicable requirements designated in the Contract documents shall commence on the date of final acceptance of the project by OWNER as defined herein except that OWNER, upon written request, may approve earlier commencement dates for system, equipment, or other specific items of work.

6.4 CONTRACT TERMINATION

A. Termination by OWNER for Cause

1. OWNER may terminate the Contract for Construction if Prime Contractor:

a) Fails to maintain Bonding, Nevada State Contractor's Board License, Worker’s Compensation Insurance, insurance coverage for limits as defined in the contract documents; or

b) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; or

c) Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or

d) Has otherwise materially breached the Contract.

2. When any of the above reasons exist, OWNER may without prejudice to any other rights or remedies of OWNER and after giving Prime Contractor and Prime Contractor's Surety, if any, **7 business days'** advance written notice, terminate the contract with Prime Contractor and may, subject to any prior rights of the Surety:

a) Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Prime Contractor;

b) Accept assignment of Subcontractors pursuant to this Contract (contingent assignment of subcontracts to OWNER if Contract is terminated); and,

c) Finish the work by whatever reasonable method OWNER may deem expedient.

3. When OWNER terminates the Contract for one of the reasons stated in this section "Termination by OWNER for Cause," Prime Contractor shall be entitled to receive payment only on work completed and accepted by OWNER as of that termination date.

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

B. Suspension by OWNER for Convenience

1. OWNER may, without cause, order Prime Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as OWNER may determine.

2. An adjustment shall be made for increase in the cost of performance of the requirements of the Contract documents, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

a) That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Prime Contractor is responsible; or

b) That an equitable adjustment is made or denied under another provision of the Contract.

3. Adjustments made in the cost of performance must have a mutually agreed fixed price.

C. Termination for Convenience by OWNER

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

1. OWNER will immediately notify the Architect/Engineer and/or Prime Contractor in writing specifying the effective termination date of the Contract.

2. After receipt of the Notice of Termination, Prime Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract.

a) Stop all work.

b) Place no further subcontracts or orders for materials or services.

c) Terminate all subcontracts.

d) Cancel all material and equipment orders as applicable.

e) Take action that is necessary to protect and preserve all property related to this Contract which is in the possession of Prime Contractor.

3. Within 180 days of the date of the Notice of Termination, Prime Contractor shall submit a final termination settlement proposal to OWNER based upon costs incurred up to the date of termination, reasonable profit on work done only, and reasonable demobilization costs. If Prime Contractor fails to submit the proposal

within the time allowed, OWNER may determine the amount due to Prime Contractor because of the termination and shall pay the determined amount to Prime Contractor.

SECTION 7: PROJECT CONFLICTS

7.1 DISPUTES

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

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

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

7.2 NOTICE OF NON-BINDING MEDIATION

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

A. A written demand by the party initiating the mediation that the claim, dispute, or other controversy be referred to a mediator;

B. The names, addresses and telephone numbers of the parties;

C. A reference to any contract provisions from which the claim, dispute or controversy arises;

D. A complete description and a specific statement of the claim(s), dispute(s) or controversy(ies) and a showing of entitlement to relief;

E. The relief or remedy sought and the amount of money claimed;

F. If Prime Contractor is the initiating party, a copy of Prime Contractor's documents generated in preparation or determination of prices included in the bid as required by NRS 338.140(1)(d);

G. If Prime Contractor is the initiating party and if the claim, dispute or controversy is made by a subcontractor, a written statement by Prime Contractor that it agrees with the merits and the amount of the claim;

H. If Prime Contractor submits a total cost or modified cost claim, dispute or controversy then Prime Contractor must submit documents showing: 1) that the nature of the particular losses make it impossible or highly impractical to determine the losses with a reasonable degree of accuracy; 2) that the bid was realistic; 3) that the actual costs are reasonable; 4) that Prime Contractor was not responsible for the added expenses; and 5) that OWNER, and not anyone else, is responsible for the additional cost; and

I. If Prime Contractor is the initiating party, it must submit the written demand of mediation to OWNER in the time period set forth in the claim's presentment statute of NRS 244.250.

J. If Prime Contractor is the initiating party of the claim, dispute or controversy, Prime Contractor shall certify in writing that the claim is made in good faith, that the supporting data is accurate and complete to the best of Prime Contractor's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which Prime Contractor believes OWNER is liable.

7.3 SELECTION OF MEDIATOR

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

7.4 COST OF THE MEDIATION

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

7.5 LOCATION OF THE MEDIATION

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

7.6 MEDIATOR AGREEMENT

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

7.7 MEDIATION PROCEEDING

A. The parties and the mediator shall agree on the date of the mediation and time of the mediation. Unless the parties and the mediators mutually agree otherwise, the mediation shall take place within ninety (90) days after execution of the mediator agreement.

B. Either party may be represented by an attorney. Representation is not required. Parties are expected to have present at the mediation an officer, partner, employee or other person authorized to make decisions regarding the resolution of the dispute, claim or controversy. Prime Contractor acknowledges that OWNER is a public body and any settlement agreed to by its authorized representatives is subject to approval by the Governing Board and/or Board of County Commissioners.

C. The mediation shall consist of one or more sessions totaling no more than sixteen (16) hours, unless otherwise mutually agreed to by the parties and the mediator. Unless the parties otherwise mutually agree, it shall be an irrebuttable presumption that efforts beyond sixteen (16) hours would be futile.

D. Prior to the mediation session, on a date mutually agreed upon by the mediator and the parties, as set forth in Section 7.7(a), above, each party shall provide the mediator with a written memoranda addressing the facts, issues, legal arguments and damages related to the claim, dispute or controversy. In addition to the written statement, the parties shall produce all relevant information reasonably required by the mediator to understand the issues and positions presented. Each party will provide the written statement and supporting documents to the mediator only. The parties will not exchange the written statement and supporting documents. The written statement shall be double spaced, no smaller than twelve (12) characters per inch and not to exceed thirty (30) pages, unless mutually agreed to otherwise by the mediator and the parties. The party initiating the mediation shall provide the mediator with the information set forth in Section 7.2 of this section.

E. The mediation shall be confidential and, as a condition of the nonbinding mediation, the parties shall enter into a Confidentiality Agreement, attached hereto as **Exhibit D** prior to the commencement of the mediation proceeding.

F. The mediation session will be private. Persons other than the parties and their representatives may attend only with the permission of both parties and the consent of the mediator. Unless mutually agreed to by the parties, OWNER and Prime Contractor, along with its authorized representatives, shall be the only participants in the mediation. There shall be no stenographic record of the mediation process.

G. The parties agree to assert all claims, disputes and controversies known to the parties in their respective written statements submitted to the mediator.

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

7.8 TERMINATION OF MEDIATION

The mediation shall be terminated:

A. by the execution and approval of a settlement agreement by the parties;

B. by declaration of the mediator that further efforts at the mediation are no longer worthwhile;

C. after the completion of the mediation session if the parties do not settle, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated;

D. a party gives written notice of withdrawal; or

E. when there has been no communication between the mediator and a party or a party's representative for fourteen (14) days, at no fault of the mediator, following the conclusion of the mediation session.

7.9 WORK IN PROGRESS

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

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

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

SECTION 8: FORCE MAJEURE

8.1 FORCE MAJEURE

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

SPECIAL CONDITIONS

BID NO. 2021-02
FIRST FLOOR REFRESH

1. PRE-CONSTRUCTION CONFERENCE

A. A Pre-Construction Conference shall be held after the award of the contract and Successful BIDDER has submitted all post award submittals. OWNER'S representative shall schedule this meeting.

B. Successful BIDDER and all subcontractors are required to attend the Pre-Construction Conference to discuss this project, requirements, and all associated required documents. The Notice to Proceed will not be issued until all parties involved in the project have completed and returned the required forms. Successful BIDDER is responsible for attendance of all subcontractors at the Pre-Construction Conference and their submission of the required forms.

C. Prime Contractor shall provide all submittals requested within five calendar days from the date of the Pre-Construction Conference. If Prime Contractor does not provide submittals on or before the 5th calendar day, it will pay over to OWNER the amount of **$100.00** per day as liquidated damages.

D. The Prime Contractor shall be able to provide the OWNER, at OWNER's request, evidence of successful experience in working in an operating Hospital environment and knowledge of ICRA's.

2. SPECIAL WORK CONSTRAINTS

a) All work performed under the Contract will only be allowed under OWNER-approved work and safety plans.

b) The SUCCESSFUL BIDDER is required to attend any progress meetings as well as any required Safety meetings, at time(s) to be mutually determined at the Pre-Construction Conference.

c) The SUCCESSFUL BIDDER is to follow all Infection Control measures in the work areas; negative pressure, dust control, and constant housekeeping to prevent the spread of dust.

d) Off-Site parking will be provided for the SUCCESSFUL BIDDER and Subcontractor(s). The parking is located at 625 Shadow Lane, 89102 (Clark County Health District Facility). The Successful BIDDER and Subcontractor(s) will not be allowed to park any vehicles on site, other than for temporary loading and unloading.

e) Site Access will be restricted to badged SUCCESSFUL BIDDER and Subcontractor employees ONLY. OWNER will provide badges based upon a continually updated (daily) list to be provided to OWNER weekly by the Successful BIDDER.

f) Infection Control Requirements - at BIDDER's sole cost and expense, all BIDDER and Subcontractor personnel working onsite on this project are required to adhere to OWNER's Infection Control requirements as outlined as outlined in the Infection Control Risk Assessment for Construction document (See Exhibit E attached) and as outlined below:

i. 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.

ii.. Current seasons' Influenza vaccine is required for all BIDDER/subcontractor personnel. However, OWNER's Infection Control Department reserves the right to require this vaccine at any time. All personnel will follow OWNER's EH6.5 Influenza Policy, available upon request.
(Influenza season is generally November through March).

EXHIBIT A
First Floor Refresh
Scope of Work

1.0 Scope and Intent

1.1 Scope: Redesign the existing security desk, install new window. Remove and install new flooring in main lobbies, elevator lobby and ambulance entrance. Refresh painting throughout.

1.2 Intent: To remove all Construction/Building materials from the Project Location, with the intent to replace new flooring, paint and casework.

2.0 Definitions and Applicable Documents:

2.1 Acronyms/Definitions

a. HVAC – Heating, Ventilation and Air Conditioning

b. AHJ – Authority Having Jurisdiction (City of Las Vegas, Building Dept., Fire Dept., etc.)

c. ACM - Asbestos Containing Materials – any materials containing Asbestos, as defined in NRS 618.750-1.

d. TEM Analysis - Transmission Electron Microscopy Analysis – the most sophisticated technology available for characterizing asbestos minerals. If fibers smaller than 0.25 microns (um) needs to be identified, and/or fiber type needs to be differentiated, the use of TEM is required.

2.2 Applicable Documents

a. Nevada Revised Statutes, Chapter 338 – Public Works

b. Nevada Revised Statutes, Chapter 24 – Contractors

3.0 License(s)

3.1 Contractor shall possess a valid "B – General Building" license, in accordance with NRS, Chapter 624.

3.2 All subcontractors shall possess the appropriate valid specialty license(s), in accordance with NRS, Chapter 624.

4.0 Contractor's Responsibilities

4.1 Performance

4.1.1 Provide all management, supervision, labor, material, tools, equipment and disposal containers to complete the entire project.

4.1.2 Provide all material, equipment, tools and labor to establish and maintain any/all required temporary containment areas and negative air ventilation (to the outside) systems.

4.1.3 Includes:

a. Obtain all required permits and pay all applicable fees.
b. Construction waste to be contained within the construction area until transport.
c. Construction waste will be transported in covered containers through the facility.

d. Provide disconnect and safe-off of existing electrical systems throughout.
e. Provide after-hours building water shutoff for removal and safe-off of plumbing systems throughout space.
f. Provide disconnect and safe-off of existing plumbing water and waste systems throughout space.
g. Provide demolition and proper disposal of existing plumbing fixtures throughout space.
h. Provide demolition and proper disposal of existing electrical fixtures including lights and receptacles throughout space.
i. Provide removal and proper disposal of all casework, cabinets and shelving throughout the space.
j. Provide removal and proper disposal of all wall assemblies including sheetrock, framing and furring throughout space.
k. Provide removal and proper disposal of existing ceiling assemblies throughout the space.
l. Provide for modifications to the existing Honeywell fire alarm system.
m. Provide for modifications to the existing fire sprinkler system.
n. Cleanup and proper disposal of any and all trash and debris caused by this Scope of Work.
o. All work to take place during normal working hours 6:30a.m.- 4:00p.m., Monday – Friday. Unless agreed upon by all parties.
p. Contractor to communicate and coordinate with Honeywell prior to any demolition.
q. Replacement, patching or repair of any of the building materials or adjacent surfaces.
r. Responsible for the security of all tools, materials, etc. while contractor physically present on the work site.
s. Costs associated with third-party inspections.

4.1.4 Excludes:

a. Performance of periodic outside containment air monitoring during the work.
~~b.~~ Salvage or storage of any kind of contents from the building.
c. Site security during work.
d. TEM Analysis.

5.0 Materials

5.1 Provided by Owner – N/A

5.2 Provided by Contractor

5.2.1 Includes:

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

6.0 Clarifications

6.1 Schedule:

6.1.1 All work shall be performed during off working hours, unless otherwise agreed upon by others.

6.1.2 Schedule shall be mutually agreed upon, in writing, prior to commencement of the on-site work.

6.2 Access:

6.2.1 Contractor requires full access to the entire work area. All areas will be free from contents, furniture, etc. for the duration of the project. Move out and/or disposal of all contents remaining in work area at time of project commencement shall be performed by Contractor.

7.0 Owner's Responsibilities

7.1 Utilities:

7.1.1 Provide temporary utilities including power, water and sanitary facilities.

7.2 Disposal:

7.2.1 Provide a staging area for disposal dumpster, with one dumpster to be stage at a time. Contractor shall secure the dumpster during non-working hours. Owner is not responsible if/when the dumpster is used by any other parties, other than the contactor.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BID FORM

BID NO. 2021-02
FIRST FLOOR REFRESH
PWP NUMBER: CL- 2021-416

_____
(NAME)

_____
(ADDRESS)

I, THE UNDERSIGNED BIDDER:

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.

2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.

3. Have completed all information in the blanks provided and have submitted the following within this Bid:

   a) Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.

   b) Attached a bid security in the form of, at my option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the Total Base Bid amount.

   c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.

4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit **Bid Attachment 2** within two-hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via hand delivery or email to frances.heiy@umcsn.com and I understand that hand delivery is recommended, and OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:

   a) My firm's name on the list If my firm will perform any work which is more than 1 percent (1%) of the BIDDER's total bid and which is not being performed by a subcontractor. The BIDDER shall also include on the list:

      1) A description of the labor or portion of the work that the BIDDER will perform: or

      2) A statement that the BIDDER will perform all work other than that being performed by a subcontractor listed.

   b) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid an amount exceeding $250,000.

   c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will not be paid an amount exceeding $250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent (1%) of the BIDDER's total bid or $50,000, whichever is greater.

5. I acknowledge that if I am one of the three apparent low 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 frances.heiy@umcsn.com and I understand hand delivery is recommended. OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me and the bid will be deemed non-responsive.

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** - **Subcontractor**, 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 E, 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.	_____	dated,	_____	Addendum No.	_____	dated,	_____
Addendum No.	_____	dated,	_____	Addendum No.	_____	dated,	_____
Addendum No.	_____	dated,	_____	Addendum No.	_____	dated,	_____
Addendum No.	_____	dated,	_____	Addendum No.	_____	dated,	_____

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.	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	$
2.	PERMITS AND FEES (if required)	$
3.	METALS	$
4.	WOOD, PLASTICS, AND COMPOSITES	$
5.	THERMAL AND MOISTURE PROTECTION	$
6.	FINISHES	$
7.	SPECIALTIES	$
8.	MILLWORK	$
9.	PLUMBING	$
10.	ICRA COMPLIANCE MEASURES	
11.		
	TOTAL BID AMOUNT	$

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

ADDITIVE ALTERNATES

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

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

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. _____
LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

_____
ADDRESS OF FIRM

_____
CITY, STATE, ZIP CODE

_____ _____
TELEPHONE NUMBER FAX NUMBER

NEVADA STATE CONTRACTORS' BOARD LICENSE INFORMATION:

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

LICENSE NUMBER: _____

LICENSE CLASS: _____

LICENSE LIMIT: _____

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

DUN & BRADSTREET NUMBER _____

CLARK COUNTY BUSINESS LICENSE NO. _____

STATE OF NEVADA BUSINESS LICENSE NO. _____

_____ _____
AUTHORIZED REPRESENTATIVE (PRINT OR TYPE) E-MAIL ADDRESS

_____ _____
SIGNATURE OF AUTHORIZED REPRESENTATIVE TODAY'S DATE

EXHIBIT B

BONDS AND INSURANCE REQUIREMENTS AND FORMS

1. BONDS

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

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

1. Labor and Material Payment Bond in the amount of 100% of the Contract price.

2. Performance Bond in the amount of 100% of the Contract price.

3. Guaranty Bond in the amount of 100% of the Contract price. The Guaranty Bond will go into effect from the date of Notice of Substantial Completion.

Award will become final after the OWNER and/or Governing Body has authorized the award and Prime Contractor has submitted its required bonds utilizing OWNER'S Bond forms.

C. Form of Bonds

1. The bonds referred to herein **shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by OWNER.**

2. Prime Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

3. **Any Performance Bond, Labor and Material Payment Bond, or Guaranty Bond prepared by an appointed agent must provide their license number and the issuing state.**

4. The bonds specified in this section must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570; Current Revision) companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies.

2. INSURANCE

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

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

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

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

E. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. OWNER requires insurance carriers to maintain a Best's Key Rating of A.VII or higher (i.e., A.VII, A.VIII, A.IX, A.X, etc.). The adequacy of the insurance supplied by Prime Contractor, including the rating and financial health of each insurance company providing coverage, is subject to the approval of OWNER.

F. Prime Contractor shall furnish renewal certificates to the OWNER for the required insurance during the period of coverage required by the contract. Prime Contractor will furnish renewal certificates for the same minimum coverage as required in this Contract. The request for updated renewal certificates will be sent by the OWNER to the Prime Contractor thirty (30) calendar days in advance of the expiration date shown on the certificate of insurance. A second request will be sent if the renewal certificate is not received from within **seven business days**. If within twenty (20) calendar days from the date of the request for an updated renewal certificate, the updated certificate has still not been provided, the OWNER may declare the Prime Contractor in default of its obligation under this paragraph

G. OWNER, its officers, employees, agents, and volunteers, must be expressly covered as insured's with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project.

1. Prime Contractor's insurance shall be primary as respects OWNER, its officers, employees, agents, and volunteers. Any other coverage (insurance or otherwise) available to OWNER, its officers, employees and volunteers shall be excess over the insurance required of Prime Contractor and shall not contribute with it.

H. Prime Contractor's commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically Prime Contractor's contractual obligation of additional insured to OWNER. All policies must note that OWNER will be given thirty (30) calendar days' advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. **Separate copies of additional insured endorsements are required and must be attached to any certificate of insurance. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**

I. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000. ***If the deductible is "zero" it must still be referenced on the certificate.***

J. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than **$2,000,000** per occurrence or per accident. All aggregates must be fully disclosed, and the amount entered on the required certificate of insurance. Prime Contractor's insurer must notify OWNER of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.

K. Prime Contractor shall obtain and maintain, for the duration of the Contract or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Prime Contractor, it agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in Prime Contractor's Bid. Prime Contractor is required to obtain and maintain the following coverage:

1. Commercial General Liability: Commercial General Liability shall be on "occurrence" basis only and not "claims made." The coverage must be provided on either an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability (including a Broad Form CGL Endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to OWNER within **ten (10) business days** after OWNER'S written request of insurance. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors. Prime Contractor shall maintain limits of no less than **$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. **A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**

2. Auto Liability: Auto Liability must provide coverage for claims for damage due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of **any motor vehicles whether owned, hired or non-owned**. Prime Contractor shall maintain limits of no less than **$1,000,000** combined single limit "per accident" for bodily injury and property damage**. A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**

3. **Builders Risk / Course of Construction: Unless otherwise provided in the Contract Documents,**

the Prime Contractor shall purchase and maintain property insurance (builders' risk) upon the work at the site to the full insurable value. This insurance shall include the interests of University Medical Center of Southern Nevada, the OWNER, OWNER's designated representative, Prime Contractor, Subcontractors, and Subcontractors of any tier. Coverage shall be written on forms to include Fire, Extended Coverage, and Special Form including theft. Prime Contractor is responsible for the deductible for any claim made against the policy.

L. If Prime Contractor fails to maintain any of the insurance coverage required herein, then OWNER will have the option to declare Prime Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. Prime Contractor is responsible for any expenses paid by OWNER to maintain such insurance and OWNER may collect the same from Prime Contractor or deduct the amount paid from any sums due Prime Contractor under the contract.

M. The insurance requirements specified herein do not relieve Prime Contractor of its responsibility or limit the amount of their liability to OWNER or other persons and Prime Contractor is encouraged to purchase such additional insurance, as it deems necessary.

N. Prime Contractor is responsible for and must remedy all damage or loss to any property, including property of OWNER, caused in whole or in part by Prime Contractor, any subcontractor or anyone employed, directed or supervised by Prime Contractor. Prime Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

O. Prime Contractor shall pay all premiums and costs of insurance.

P. Regardless of the coverage provided by any insurance policy, Prime Contractor shall indemnify, defend and hold OWNER, harmless from any and all claims, demands, actions, attorneys' fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of Prime Contractor or its principals, employees, subcontractors or other agents while performing services under this Contract. Prime Contractor shall indemnify, defend and hold harmless OWNER and others specified from any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

Q. Prime Contractor agrees that its officers, employees, subcontractors at every tier and suppliers shall perform all work in accordance with any and all current and adopted local, state, and federal building, demolition, and fire codes as applicable to jurisdiction and shall be held liable for any actions, damages, or costs caused by or arising from non-conformance with this requirement.

R. Any conflict between adopted codes and standards shell be resolved by using the more stringent requirement unless specifically directed otherwise by the applicable governments entity

ACORD®

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	CONTACT NAME:	
INSURANCE BROKER'S NAME ADDRESS	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CONTRACTOR'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	
	INSURER B:	COMPANY'S BEST KEY RATING
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,0000
	[ ] [ ] CLAIMS-MADE X OCCUR.	X					MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$ 2,000,000
	[ ] POLICY [X] PROJECT [ ] LOC						**DEDUCTIBLE MAXIMUM**	**$ 25,000**
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS	X					BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ] HIRED AUTOS							$
	[ ] NON-OWNED AUTOS						**DEDUCTIBLE MAXIMUM**	**$ 25,000**
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTHER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT	$
							E.L. DISEASE – E.A. EMPLOYEE	$
							E.L. DISEASE – POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

BID NO. 2021-02; FIRST FLOOR REFRESH. UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS, ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

SAMPLE

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. AUTHORIZED REPRESENTATIVE

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POLICY NUMBER:_____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

BID NUMBER AND PROJECT NAME: _____

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 W CHARLESTON BLVD.
LAS VEGAS, NEVADA 89102

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

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

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

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That_____, as Principal Contractor, and_____, as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called OWNER, in the sum of_____dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award **BID 2021-02** of OWNER'S specifications, entitled **First Floor Refresh.**

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), **BID NO. 2021-02, First Floor Refresh**.

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).

BOND NUMBER: _____
Bid No. 2021-02
Project Name: First Floor Refresh

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 BID NO. 2021-02, First Floor Refresh, which we have constructed, has been done in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of the Notice of Substantial Completion of the above named work by the University Medical Center of Southern Nevada, without any expense whatsoever to said University Medical Center of Southern Nevada ordinary wear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within fourteen (14) calendar days after being notified in writing by University Medical Center of Southern Nevada, we collectively or separately, do hereby authorize University Medical Center of Southern Nevada to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

SIGNED this _____ day of _____, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____
(Principal Contractor)

_____
(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

_____
(Appointed Agent Name)

_____
(State of Nevada, License Number)

By: _____
(Signature)

_____
(Appointed Agent Name)

_____
(License Number and Issuing State)

By: _____
(Signature)

Address: _____

_____

Address: _____

_____

Telephone: _____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

EXHIBIT C
MEDIATOR AGREEMENT

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

WHEREAS, _____was awarded the **BID NO. 2021-02, Project Name: First Floor Refresh**, and the OWNER and _____entered into a contract entitled _____ ("Contract");

WHEREAS, a claim, dispute or controversy relating to the Contract has arisen between the Parties;

WHEREAS, the Parties have haven been unsuccessful in resolving the claim, dispute or controversy by informal negotiations as required in section _____ of the Contract,

WHEREAS, _____ has submitted a demand to _____ for non-binding informal mediation of the claim, dispute or controversy, pursuant to section _____ of the Contract;

WHEREAS, the Contract requires the Parties to mutually agree upon a private independent mediator to mediate the claim, dispute or controversy;

WHEREAS, the Parties have mutually agreed to hire Mediator in this matter;

WHEREAS, Mediator is willing to accept this appointment;

NOW THEREFORE, the County, Prime Contractor and Mediator agree as follows:

1. Scope of Services

The Parties hereby retain and appoint Mediator to mediate the above-referenced claim, dispute or controversy arising out of the Contract. Mediator agrees to conduct a mediation in accordance with section 7 of the General Conditions of the Contract and consistent with the most current version of "The Model Standards of Conduct for Mediators" as approved by the American Arbitration Association. Additionally, Mediator agrees to conduct the mediation consistent with sections addressing "Mediator's Impartiality and Duty to Disclose", "Duties and Responsibilities of the Mediator" and "Confidentiality" of the current version of the "Construction Industry Mediation Procedures" as approved by the American Arbitration Association.

2. Mediator's Fees and Expenses

Mediator will charge an hourly rate of $_____ for his services as a mediator. The Parties are equally responsible for the cost of the Mediator. The County is responsible for fifty-percent (50%) of the fees of Mediator and Prime Contractor is responsible for fifty-percent (50%) of the cost of Mediator.

OWNER and Prime Contractor agree to reimburse Mediator for reasonable expenses including, but not limited to, long distance telephone calls, photocopying and mailing fees.

3. Billing

Mediator will provide, on a monthly basis, invoices to OWNER and Prime Contractor itemizing all services provided. Mediator agrees to bill OWNER for its fifty-percent (50%) share and Mediator agrees to bill the Prime Contractor for its fifty-percent (50%) share. Mediator understands and agrees that the Parties are only responsible for their respective fifty-percent (50%) shares. If the Prime Contractor does not pay Mediator its fifty-percent (50%) share of the fees, then OWNER is not responsible. Likewise, if OWNER does not pay Mediator its fifty-percent (50%) share of the fees, then the Prime Contractor is not responsible.

OWNER and Prime Contractor agree to make payment for Mediator's fees and expenses within sixty (60) days after receipt of such billings.

4. Term

The term of this Agreement shall commence on the date of this Agreement and shall continue until Mediator concludes the above-referenced matters on which he is serving as the Parties' Mediator.

5. Amendment and Modification

No provision of this Agreement will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the authorized agents of both parties.

6. Applicable Law

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

7. Exclusive Benefit of the Parties

Except as specifically provided in this section, this Agreement is not intended to create any rights, powers or interests in any third party and this Agreement is entered into for the exclusive benefit of OWNER, Prime Contractor, and Mediator.

8. Notices

Any notice required or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States Mail at the following addresses:

To OWNER: _____
_____
_____
_____

To Prime Contractor: _____
_____
_____
_____

To Mediator: _____
_____
_____
_____

Either party may, at any time and from time to time, change its address by written notice to the other party.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties and may only be modified, supplemented or amended by a written agreement signed by both parties.

(SIGNATURE ON NEXT PAGE)

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____
Mason VanHouweling, CEO

By: _____ ____

Name: _____ ____

Its: _____ ____
PRIME CONTRACTOR

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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

WITNESS my hand and official seal.

_____ ____
NOTARY PUBLIC
In and for said County and State

By: _____ ____

Name: _____ ____

Its: _____ ____
MEDIATOR

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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

WITNESS my hand and official seal.

_____
NOTARY PUBLIC
In and for said County and State

EXHIBIT D

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (hereinafter referred to as ("Confidentiality Agreement") is made and entered into this ____ day of _____, 20__ by and between the University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (OWNER), and _____ ("_____"). OWNER and _____ are collectively referred to as "Parties".

RECITALS

WHEREAS, _____ was awarded **BID NO. 2021-02** for the **First Floor Refresh** Project, and OWNER and _____entered into a contract entitled for the Project ("Contract");

WHEREAS, a claim, dispute or controversy relating to the Contract has arisen between the Parties;

WHEREAS, the Parties have haven been unsuccessful in resolving the claim, dispute or controversy by informal negotiations as required in section _____ of the Contract,

WHEREAS, _____ has submitted a demand to _____ for non-binding informal mediation of the claim, dispute or controversy, pursuant to section _____ of the Contract;

WHEREAS, pursuant to section _____ of the Contract, the Parties are required to enter into this Confidentiality Agreement as a condition of the informal nonbinding mediation prior to the commencement of the mediation;

NOW THEREFORE, in consideration of the premises and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

AGREEMENT

IT IS HEREBY AGREED by and between the Parties, their directors, officers, representatives and employees to maintain the confidentiality of the mediation and not disclose any statements, documents or information of merit or substance relating to the mediation. The Parties agree not to rely upon or introduce as evidence in any arbitral, judicial, or other proceedings the following:

a) views expressed or suggestions or offers made by another party or the mediator in the course of the mediation proceedings, with respect to a possible settlement of a dispute, and with respect to negotiations that preceded the mediation;

b) admissions made by another party in the course of the mediation proceedings and negotiations that preceded the mediation relating to the merits of the dispute;

c) written and oral statements made or documents exchanged;

d) proposals made or views expressed by the mediator; or

e) the fact that another party had or had not indicated willingness to a proposal for settlement made by another party or the mediator.

The confidentiality of this provision is waived in the event the disclosure constitutes probative evidence in a pending action alleging negligence or willful misconduct of the mediator.

IT IS FURTHER AGREED by and between the Parties, their directors, officers, representatives and employees that no cause of action may be asserted based upon the manner in which the mediation is conducted or what transpires during the mediation proceeding.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Mason VanHouweling
Chief Executive Officer

By: _____

Name: _____

Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

EXHIBIT E

Contractor Acknowledgement of UMC Procedures & Practices

_____ **Check In/Check Out Procedures**

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

_____ **Parking**

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

_____ **Noise and Vibration**

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

_____ **System/Utilities Shutdown Notification**

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

_____ **Structural Fire Proofing**

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

_____ **Hot Work**

A Hot Work Permit is required for all temporary operation involving open flame or producing heat and/or sparks. This includes, but not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch Applied Roofing, Welding. Permits are available in the Engineering Department office. All requirements and guidelines listed on the Hot Work Permit shall be followed. UMC Safety Manager or designee will conduct an inspection of location prior to commencement of Hot Work. Fire watch shall be initiated upon completion of Hot Work. Contractor shall have fully charged and serviceable fire extinguisher at Hot Work location at all times when engaged in Hot Work. Flammables and combustibles shall be removed prior to work. Current Hot Work Permit is mandatory If performing any of the above-mentioned duties. If observed engaged in Hot Work without required permit work will be stopped immediately in addition to removal of offending contractor from property. **In the event that a fire alarm is activated do to negligence of the Contractor the City of Las Vegas will issue a $1000.00 fine. Contract will be responsible for payment.**

_____ **Above the Ceiling Work**

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

_____ **Wall Penetrations**

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

_____ **Accident Reporting**

Accidents happen and are to be reported to the Engineering Department immediately. Failure to notify the Engineering Department immediately can result in a contractor/vendor or contractor/vendor employee being permanently banned from working at this facility. Any contractor/vendor or their employee found to be working in an unsafe manner can be asked to leave the property immediately.

_____ **Infection Control**

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

Contractor – Safety

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

Your emergency contact: Name: _____Number: _____

Fire Codes - announcement via overhead paging system
- Code Red Drill – Fire drill
- Code Red - Actual Fire
- Code Green – all clear, you can resume work activities
- Contractor will provide their own fire extinguishers

Hospital Codes - announcement via overhead paging system
- Code Orange – Hazardous Materials Spill
- Code Pink – Pediatric/Infant Abduction
- Code Blue – Cardiac arrest
- Code Black – Bomb Threat
- Code Triage – Disaster plan
- Code White - Stroke

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

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

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

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

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

Smoking
Smoking is prohibited on UMC property.

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

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

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

_____ _____ _____
Print Employee Name Signature Date

_____
Company

EXHBIT F
Infection Control Risk Assessment for Construction
2018 FGI 1.2-4.2.2
(ICRA)

Site: 1st floor / Trauma Security Desk
Date of evaluation: 7-9-2021

Step One:

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

TYPE A	**Inspection and Non-Invasive Activities**. Includes, but is not limited to: ▪ removal of ceiling tiles for visual inspection, limited to 1 tile per 50 square feet ▪ painting (but not sanding) ▪ wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.
TYPE B	**Small scale, short duration activities which create minimal dust** Includes, but is not limited to: ▪ installation of telephone and computer cabling ▪ access to chase spaces ▪ cutting of walls or ceiling where dust migration can be controlled.
TYPE C	**Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies** Includes, but is not limited to: ▪ sanding of walls for painting or wall covering ▪ removal of floor coverings, ceiling tiles and casework ▪ new wall construction ▪ minor duct work or electrical work above ceilings ▪ major cabling activities ▪ any activity which cannot be completed within a single work shift.
TYPE D	**Major demolition and construction projects** Includes, but is not limited to: ▪ activities which require consecutive work shifts ▪ requires heavy demolition or removal of a complete cabling system ▪ new construction.

Step Two:
Using the following table, identify the patient risk groups that will be affected. If more than one risk group will be affected, select the higher risk group:

Low Risk	Medium Risk	High Risk	Highest Risk
▪ Office areas ▪ Unoccupied Space	▪ Cardiology ▪ Echocardiography ▪ Endoscopy ▪ Nuclear Medicine ▪ Physical Therapy ▪ Radiology/MRI ▪ Respiratory Therapy	▪ CCU ▪ Emergency Room ▪ Labor & Delivery ▪ Laboratories (specimen) ▪ Newborn Nursery ▪ Outpatient Surgery ▪ Pediatrics ▪ Pharmacy ▪ Post Anesthesia Care Unit ▪ Surgical Units ▪ Maternity ▪ Class II Imaging Room	▪ Any area caring for immunocompromised patients ▪ Class III Imaging Room ▪ Central Sterile Supply ▪ Intensive Care Units ▪ Medical Unit ▪ Negative pressure isolation rooms ▪ Oncology ▪ Operating/C-section rooms

Step Three:
Match the patient risk group (low, medium, high, highest) with the planned project type (A, B, C, D) on the following matrix, to find the level of infection control activities which are required. The color-coded precautions are delineated on the next page.

Attachment 1Construction Activity/Infection Control Matrix

Construction Project Type

Patient Risk Level	TYPE A	TYPE B	TYPE C	TYPE D
Low Risk Group	I	II	II	III/IV
Medium Risk Group	I	II	III	IV
High Risk Group	I	II	III/IV	IV
Highest Risk Group	II	III/IV	III/IV	IV

Note: Infection Control approval and permit will be required when the Construction Activity and Risk Level indicate that Class III or Type C control procedures are necessary.

Infection Control Precautions

	During Construction Project	Upon Completion of Project
CLASS I	Execute work by methods to minimize raising dust from construction operations. Immediately replace a ceiling tile displaced for visual inspection	1. Clean work area upon completion of task.
CLASS II	1. Provide active means to prevent airborne dust from dispersing into atmosphere. 2. Water-mist work surfaces to control dust while cutting. 3. Seal unused doors with duct tape. 4. Block off and seal air vents. 5. Place dust mat at entrance and exit of work area. 6. Remove or isolate HVAC system in areas where work is being performed.	1. Wipe work surfaces with disinfectant. 2. Contain construction waste before transport in tightly covered containers. 3. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. 4. Remove isolation of HVAC system in areas where work is being performed.
CLASS III	1. Remove or Isolate HVAC system in area where work is being done to prevent contamination of duct system. 2. Complete all critical barriers, i.e. sheetrock, plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. 3. Maintain negative air pressure within work site, utilizing HEPA equipped air filtration units. 4. Contain construction waste before transport in tightly covered containers. 5. Cover transport receptacles or carts. Tape covering unless solid lid.	1. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Dept. 2. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. 3. Vacuum work area with HEPA filtered vacuums. 4. Wet mop area with disinfectant. 5. Upon completion, restore HVAC system in areas where work is being performed.
CLASS IV	1. Isolate HVAC system in area where work is being done to prevent contamination of duct system. 2. Complete all critical barriers, i.e. sheetrock, plywood, plastic, to seal area from non-work area, or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. 3. Maintain negative air pressure within work site, utilizing HEPA equipped air filtration units. 4. Seal holes, pipes, conduits, and punctures appropriately. 5. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site, or they can wear cloth or paper coveralls that are removed each time they leave the work site. 6. All personnel entering work site are required to wear shoe covers. Shoe covers must be changed each time the worker exits the work area. 7. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Department.	1. Remove barrier material carefully to minimize spreading of dirt and debris associated with construction. 2. Contain construction waste before transport in tightly covered containers. 3. Cover transport receptacles or carts. Tape covering unless solid lid 4. Vacuum work area with HEPA filtered vacuums. 5. Wet mop area with disinfectant. 6. Upon completion, restore HVAC system in areas where work is being performed.

Step Four: Do plans allow for adequate number of isolation/negative airflow rooms? N/A

Step Five: Are there special heating, ventilation, and air conditioning needs required to accommodate service? N/A

Step Six: Do the plans allow for the required number & type of hand washing sinks? N/A

Step Seven: Does the infection control staff agree with the minimum number of sinks for this project? N/A

Step Eight: Does the infection control staff agree with the plans relative to clean and soiled utility rooms? N/A

Step Nine: Identify specific site of activity, e.g. Patient room, medication room, etc.
Removing existing flooring and installing new flooring - Touch up paint on 1st floor and restrooms. Construction of new Safety Security Desk on Trauma first floor.

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

Unit Below	Unit Above	North	South	East	West
Ground	Patient Rooms	Patient Rooms	Corridor	Corridor	Patient Rooms
Risk Group	Risk Group	Risk Group	Risk Group	Risk Group	Risk Group -

Step Eleven: Identify containment measures, using prior assessment. What types of barriers? (e.g. solid wall barriers) Will HEPA filtration be required? *(Note: Renovation/construction area shall be isolated from the occupied areas during construction and shall be negative with respect to surrounding areas.)*
Each area will be contained and sealed off with a zipper for entrance/exit. All materials which will be removed will be transported in covered containment. Any vents will be sealed to contain any potential dust to the area where the work is being done. A walk-off mat will be utilized at the entrance/exit zipper. An air scrubber will be utilized. This project will be done in several phases with several containments as project travels across the 1st floor.

Step Twelve: Identify issues related to ventilation, plumbing, electrical – in terms of the possible/probable occurrences of outages:
Minimal concern for any ventilation, or electrical issues; which should not disrupt any service. Plumbing disruptions will be coordinated with engineering as construction reaches restrooms in the scope of work.

Step Thirteen: Consider potential risk of water damage. Is there a risk due to compromising structural integrity? (e.g. wall, ceiling, roof) N/A

Step Fourteen: Work hours: Can or will the work be done during non-patient care hours? Work will be performed night hours 2100-0500. Hours may vary for more sensitive areas to accommodate high volume times.

Step Fifteen: Plan to discuss the impact of movement issues with the project team. (examples: traffic flow, housekeeping, debris removal (how & when) The work will be done on off hours to eliminate high volume of visitor visiting hours. The areas will be completely sealed off with entrance/exit being done with plastic visqueen and zipper into the hallway. Contractors will adhere to protective measures as determined by Infection Control in the ICRA as well as any applicable ILSM's. Contractors will utilize covered carts for any debris removal following the same pathway used to bring the construction area. If any violations to infection control protective measures and/or established ILSM's are observed all work will stop until such violations are corrected. After the install is complete, EVS will be notified to perform a terminal clean prior to supplies and equipment being replaced into the room.

Step Sixteen: Describe monitoring activity plan during construction. Construction will be inspected daily by Facilities and Infections Control.

Note: Identify and communicate the responsibility for project monitoring that includes infection control concerns and risks. The ICRA may be modified throughout the project. Revision must be communicated to the Project Manager.

Exhibit G
Progress Billing

PO:_____

Application:_____

Date:_____

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

Project Name
Location

Application For Payment On Contract

Original PO Contract Amount……. _____

Net Change by Change Order…… _____

Contract Sum…….. _____

Total Complete to Date…… _____

Total Retained…….. _____

Total Earned Less Retained…….. _____

Less Previous Billings…….. _____

Current Payment Due …… | | |

Balance on Contract…… _____

Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor:_____ Date:_____

Make Checks Payable to: _____

Address: _____

_____

Progress Billing

PO:_____

Application:_____

Date:_____

Schedule of Work Completed

These line items will come from our bid document…It will be job specific.

Description of Work	Contract	Changes	Current Comp.	Previous	Total Comp.	%	Balance	Retained
Totals:								

Reference Instruction to Bidders for definitions.

EXHIBIT H

CLOSEOUT DOCUMENTATION SUMMARY REPORT OF SUBCONTRACTORS

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number: CL- 2021-416**

Prime Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Subcontractor Name	*BEG	Ethnicity	Address	Bid Item or Work Performed	Value of Contract
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						

EXHIBIT I
Sample Form
WORKERS EMPLOYED REPORT (A) (PER N.R.S. 338.070)

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number:** **CL-2021-416** _____

Prime Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Worker Name	Workers Occupation	Has a Driver's License or Identification Card	State Issued	Wages	Per Diem	Benefits
1			☐YES or ☐NO				
2			☐YES or ☐NO				
3			☐YES or ☐NO				
4			☐YES or ☐NO				
5			☐YES or ☐NO				
6			☐YES or ☐NO				
7			☐YES or ☐NO				
8			☐YES or ☐NO				
9			☐YES or ☐NO				
10			☐YES or ☐NO				
11			☐YES or ☐NO				
12			☐YES or ☐NO				
13			☐YES or ☐NO				
14			☐YES or ☐NO				
15			☐YES or ☐NO				
16			☐YES or ☐NO				
17			☐YES or ☐NO				
18			☐YES or ☐NO				
19			☐YES or ☐NO				
20			☐YES or ☐NO				

EXHIBIT I
Sample Form

DO NOT INCLUDE ANY LICENSE OR I.D. NUMBERS

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

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number: CL-2021-416**_____

Prime Contractor: _____ **Subcontractor:**_____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Worker Name	Driver's License No. or Identification No.	State Issued	First day on Project	Last day on Project
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

EXHBIT J

Sample Form

NON-APPORTIONED VEHICLE REPORT CONFIDENTIAL

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number:** **CL-2021-416** _____

Prime Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	OWNER Name	Vehicle Description	License No. and State
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			

EXHIBIT K
Sample Forms

MATERIALS PURCHASED REPORT

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number: CL-2021-416** _____

Prime Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Material Supplier Name	Address	Materials Purchased
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
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2021-02 Addendum 11
DM Stanek Corporation
Supplier Response

Event Information

Number: 2021-02 Addendum 11
Title: First Floor Refresh
Type: Invitation for Bid
Issue Date: 7/25/2021
Deadline: 9/9/2021 02:00 PM (PT)
Notes: NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2021-416

SCOPE OF WORK: Remove and replace flooring, refresh paint throughout the hospital 1st floor to meet the UMC standards. Remove and replace the existing security desk with a new design which will provide an additional work station. Refresh existing two restrooms in Trauma 1st floor with new finishes and fixtures.

ESTIMATED COST: $750,000

A **Mandatory** Pre-Bid Conference and Site Walk will be held on Thursday, July 29, 2021 at 9:00 a.m. in the Ambulatory Conference Room located in the Delta Point building at 901 Rancho Lane, Suite 265, Las Vegas, NV 89106.

Contact Information

Contact: Frances Heiy Contract Specialist
Address: 1800 W. Charleston Blvd.
Las Vegas, NV 89102
Phone: 702 (207) 8846
Email: Frances.Heiy@umcsn.com

DM Stanek Corporation Information

Contact: Mark Stanek
Address: 6000 S. Eastern Avenue
Building D
Suite 11
Las Vegas, NV 89119
Phone: (702) 834-5000
Fax: (702) 834-5515
Email: mark@dmstanek.com
Web Address: www.dmstanek.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Mark J. Stanek
Signature

mark@dmstanek.com
Email

Submitted at 9/9/2021 3:57:11 PM

Requested Attachments

Authority to Submit Bid — Authority to Submit Bid_Signed.pdf

Required with Submission

Bid Document — Bid Document_Signed.pdf

Required with Submission

Bid Attachment 1 - Bid Bond — Bid Attachment 1 - BID BOND_Signed.pdf

Bid Bond - Required with Submission

Bid Attachment 2 - 1% and above Form — Bid Attachment 2 - 1% and above Form_Signed R1.pdf

1% Form - Three (3) apparent low Bidders - Required Two (2) hours following Bid close

Bid Attachment 3 - 5% and above Subcontractors List — Bid Attachment 3 - 5% and above Subcontractor List_Signed R1.pdf

Required upon submission

Bid Attachment 4 - Affidavit Pertaining to Preference Eligibility — Bid Attachment 4 - Affidavit Pertaining to Preference Eligibility_Signed.PDF

Affidavit Pertaining to Preference Eligibility - Three (3) apparent low Bidders - Required Two (2) hours following Bid close

Bid Attachment 5 - Apprentice Project Workforce Checklist - Prime — Bid Attachment 5 - Apprentice Project Workforce Checklist - Prime_Signed.pdf

Required upon Submission

Bid Attachment 6 - Apprentice Project Workforce Checklist - Subcontractor — *No response*

Apprentice Project Workforce Checklist - Subcontractor, Three (3) apparent low Bidders - Required by 5 PM following business day after Bid Opening

Bid Attachment 7 - Request for Waiver — Bid Attachment 7 - Request for Waiver_Signed.pdf

Request for Waiver, Required Within Ten (10) Business Days After Bid Opening

Bid Attachment 8 - Schedule of Values — Bid Attachment 8 R2 - Schedule of Values_Signed R1.pdf

Three (3) apparent low Bidders - Required by 5 PM following business day after Bid opening

Contractor Acknowledgement of UMC Procedures & Practices Contractor Acknowledgement of UMC Procedures & Practices_Signed.pdf

Low BIDDER must submit Exhibit D, Prime Contractor Acknowledgement of UMC Procedures & Practices form by 5:00 PM of the next business day

Disclosure of Ownership/Principals Disclosure of Ownership Principals_Signed.pdf

Three (3) apparent low Bidders must submit the Disclosure of Ownership/Principals form within 24-hours of request

W-9 W-9_Signed.pdf

Apparent Low Bidder must provide a current W-9

Bid Attributes

1	**Invitation to Bid** Confirm that you have reviewed and understand the Invitation to Bid directions ☑ check (check)
2	**Instructions to Bidders Terms and Conditions, Bidders and Owners Responsibilities** Terms and Conditions of the Bid, including Bidders and Owners Responsibilities. Confirm that you have reviewed, understand, and agree to comply with all terms and conditions contained in the Instructions to Bidders. ☑ check (check)
3	**General Conditions - Terms and Conditions specific to Successful Bidder's responsibilities** Successful Bidder warrants having read and agreeing to comply with any additional requirements outlined in the General Conditions section ☑ check (check)
4	**Special Conditions** Information regarding Owner's expectations of Successful Bidder during work on Project. Successful Bidder warrants having read and agreeing to comply with any additional requirements outlined in the Special Conditions section ☑ check (check)
5	**Scope of Work** Specifications, drawing, required materials and/or any other required information to successfully Bid the Project. Bidder warrants to have fully reviewed the Scope of Work, is familiar with the Owner's expectations, and is able to secure the materials and labor to complete the project on a timely basis. ☑ check (check)
6	**Contractor Acknowledgement of UMC Procedures & Practices** Confirm that you have reviewed and understand the Contractor Acknowledgement of UMC Procedures & Practices attachment (Exhibit E) and if after bid opening, are one of the three lowest bidders, will submit a signed version by 5 PM of the following business day. ☑ check (check)
7	**Representations and Certifications** Confirm that you have reviewed and understand the Representations and Certifications attachment and if after bid opening, are one of the three lowest bidders, will submit a signed version by 5 PM of the following business day. ☑ check (check)

Bid Lines

BID NUMBER 2021-02

BID TITLE First Floor Remodel

Bidder Statement of Authority to Submit Bid

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

SIGNATURE OF AUTHORIZED REPRESENTATIVE	DM Stanek Corporation LEGAL NAME OF FIRM
Mark J. Stanek NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	6000 South Eastern Ave, Suite 11-D ADDRESS OF FIRM
(702) 499-2961 PHONE NUMBER OF AUTHORIZED REPRESENTATIVE	Las Vegas, NV 89119 CITY, STATE ZIP
mark@dmstanek.com EMAIL ADDRESS	09/08/2021 DATE

BUSINESS LICENSE / CONTRACTORS LICENSE INFORMATION:

CURRENT STATE: Nevada	**LICENSE NO.** 0059297	**ISSUE DATE:** 03/15/2005	**EXPIRATION DATE:** 03/31/2022
CURRENT COUNTY: Clark	**LICENSE NO.** 2000410276	**ISSUE DATE:** 03/15/2005	**EXPIRATION DATE:** 10/31/2021
CURRENT CITY: Las Vegas	**LICENSE NO.** 2000410276	**ISSUE DATE:** 03/15/2005	**EXPIRATION DATE:** 10/31/2021

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
BID FORM
BID NO. 2021-02
FIRST FLOOR REFRESH
PWP NUMBER: CL- 2021-416

DM Stanek Corporation
(NAME)

6000 South Eastern Avenue, Suite 11D, Las Vegas, NV 89119
(ADDRESS)

I, THE UNDERSIGNED BIDDER:

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.

2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.

3. Have completed all information in the blanks provided and have submitted the following within this Bid:

   a) Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.

   b) Attached a bid security in the form of, at my option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the Total Base Bid amount.

   c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.

4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit **Bid Attachment 2** within two-hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via hand delivery or email to frances.heiy@umcsn.com and I understand that hand delivery is recommended, and OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:

   a) My firm's name on the list If my firm will perform any work which is more than 1 percent (1%) of the BIDDER's total bid and which is not being performed by a subcontractor. The BIDDER shall also include on the list:

      1) A description of the labor or portion of the work that the BIDDER will perform: or

      2) A statement that the BIDDER will perform all work other than that being performed by a subcontractor listed.

   b) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid an amount exceeding $250,000.

   c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will not be paid an amount exceeding $250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent (1%) of the BIDDER's total bid or $50,000, whichever is greater.

5. I acknowledge that if I am one of the three apparent low 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 frances.heiy@umcsn.com and I understand hand delivery is recommended. OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me and the bid will be deemed non-responsive.

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.

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 Bid Attachment 4, Schedule of Values, by 5:00 PM of the next business day.

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 5, Project Workforce Checklist, by 5:00 PM of the next business day.

8. I acknowledge that if notified that I am the low BIDDER, I must submit the Disclosure of Ownership/Principals form 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, 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.	1	dated,	07/26/2021	Addendum No.	2	dated,	07/30/2021
Addendum No.	3	dated,	08/19/2021	Addendum No.	4	dated,	08/20/2021
Addendum No.	5	dated,	08/20/2021	Addendum No.	6	dated,	08/24/2021
Addendum No.	7	dated,	08/24/2021	Addendum No.	8	dated,	09/01/2021
Addendum No.	9	dated,	09/07/2021	Addendum No.	10	dated,	09/07/2021
Addendum No.	11	dated,	09/08/2021	Addendum No.		dated,	
Addendum No.		dated,		Addendum No.		dated,	
Addendum No.		dated,		Addendum No.		dated,	

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.	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	$ 332,802
2.	PERMITS AND FEES (if required)	$ 1,000
3.	METALS	$
4.	WOOD, PLASTICS, AND COMPOSITES	$
5.	THERMAL AND MOISTURE PROTECTION	$
6.	FINISHES	$ 271,272
7.	SPECIALTIES	$ 151,638
8.	MILLWORK	$ 43,750
9.	PLUMBING	$ 30,162
10.	ICRA COMPLIANCE MEASURES	$
20.	CONSTRUCTION CONTINGENCY	$ 85,000
21.	ASBESTOS ABATEMENT	$ 27,000
22.	ELECTRICAL	$ 142,895
23.	HONEYWELL	$ 92,775
		$
		$
		$
		$
	TOTAL BID AMOUNT	$ 1,178,811

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.	REPLACE CEILING TILE THROUGH-OUT WITH 2X2 GRID AND TILE	$ 76,516
2.		$
3.		$
4.		$
5.		$

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. DM Stanek Corporation
LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

6000 South Eastern Avenue, Suite 11-D
ADDRESS OF FIRM

Las Vegas, NV 89119
CITY, STATE, ZIP CODE

(702) 834-5000
TELEPHONE NUMBER

(702) 834-5515
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: 0059297

LICENSE CLASS: B

LICENSE LIMIT: Unlimited

ONE TIME LICENSE LIMIT INCREASE $ N/A IF YES, DATE REQUESTED N/A

DUN & BRADSTREET NUMBER 174612395

CLARK COUNTY BUSINESS LICENSE NO. 2000410276

STATE OF NEVADA BUSINESS LICENSE NO. NV00214622907

Mark J. Stanek
AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)

mark@dmstanek.com
E-MAIL ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE

09/08/2021
TODAY'S DATE

BID ATTACHMENT 1
BID BOND

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

KNOW ALL MEN BY THESE PRESENTS.

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

Signed this 8th day of September, 20 21.

The condition of the above obligation is such that whereas the Principal has submitted to UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for BID NO. 2021-02, PROJECT NAME First Floor Refresh.

NOW, THEREFORE,

a) If said BID shall be rejected, or

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

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

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

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

Bond must be acceptable to Clark County.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

DM Stanek Corporation
(Principal Contractor)

Mark J. Stanek, President
(Authorized Representative and Title)

By _____
(Signature)

Surety: Endurance Assurance Corporation

License #14192
(State of Nevada, License Number)

Lisa Stevens, Attorney-in-Fact
(Appointed Agent Name)

By _____
(Signature)

Address: 12890 Lebanon Road
Mt. Juliet, TN 37122

Telephone (615) 553-9500

ALL PURPOSE ACKNOWLEDGEMENT

State of Nevada

County of Clark

On Septemeber 8, 2021 before me, N. Allison Grinolds Notary Public, personally appeared Lisa Stevens personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature N. Allison Grinolds

(Seal)

N. ALLISON GRINOLDS
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 19-6711-1
MY APPT. EXPIRES JUNE 4, 2023

ENDURANCE ASSURANCE CORPORATION

3178

POWER OF ATTORNEY

Know all Men by these Present, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint Dixon Leavitt, Jeric Leavitt, Lisa Stevens, CeCile Webb, Angelina Jensen its true and lawful Attorney(s)-in-fact, in the State of NV and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of SIXTY FIVE MILLION Dollars ($65,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

"RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 4th day of NOVEMBER of 2019 at Purchase, New York.

(Corporate Seal)

ATTEST

MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION

By

SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

On the 4th day of NOVEMBER of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his (her) name thereto by like order.

Nicholas James Benenati, Notary Public - My Commission Expires 12/5/2019

STATE OF NEW YORK ss: MANHATTAN

COUNTY OF NEW YORK

CERTIFICATE

I, CHRISTOPHER DONELAN, the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 8th day of September, 2021.

CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.
Primary Surety Claims Submission: suretybondclaims@sompo-intl.com
Surety Claims Hotline: 877-676-7575
Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 16th Floor, New York, NY 10020

BID ATTACHMENT 3

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

DESCRIPTION OF WORK	BIDDERS' NAME(S)	*BEG	*ETHNICITY
All Work Not Listed	DM Stanek Corporation	DVET	N/A
		N/A	N/A
		N/A	N/A
		N/A	N/A
		N/A	N/A
DESCRIPTION OF WORK	**SUBCONTRACTORS' FIRM NAME(S)**	***BEG**	***ETHNICITY**
Demolition		N/A	N/A
Asbestos Abatement		N/A	N/A
Millwork		N/A	N/A
Window Tint		N/A	N/A
Drywall / Framing / Painting / ACT	GT Framing & Drywall	N/A	N/A
Flooring	ProSpectra Contract Flooring	N/A	N/A
Acrovyn	Henri Specialties Co.	N/A	N/A
Bathroom Accessories		N/A	N/A
Signage		N/A	N/A
Plumbing		N/A	N/A
Fire Sprinkler		N/A	N/A
Fire Alarm / Controls	Honeywell International	N/A	N/A
Nurse Call		N/A	N/A
Electrical	Live Electric	N/A	N/A
		N/A	N/A

DM Stanek Corporation

Legal Name of Firm as it Would Appear in Contract

Signature of Bidder (Authorized Representative)

09/08/2021

Today's Date

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

BID ATTACHMENT 4
AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY

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

I, CaMeron Forsythe ("Affiant"), on behalf of the DM Stone K ("BIDDER"), swear and affirm that in order to be in compliance with NRS 338.147, and NRS 338.0117, and be eligible to receive a preference in bidding for Bid No. 2021-02, Project Name UMC first floor refresh ("Project"); certify that for the duration of the Project, collectively, and not on any specific day;

(a) At least 50 percent of the workers employed on the Project including, without limitation, any employees of the Bidder, and of any Subcontractor engaged on the Project, will hold a valid driver's license or identification card issued by the State of Nevada Department of Motor Vehicles ("DMV");

(b) All vehicles used primarily for the Project will be:

(1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 707.826; or

(2) Registered in the State of Nevada;

(c) If applying to receive a preference in bidding pursuant to subsection 3 of NRS 338.1727 or subsection 2 of NRS 408.3886, at least 50 percent of the design professionals working on the Project, including, without limitation, employees of the design-build team, and of any subcontractor or consultant engaged in the design of the Project, will have a valid driver's license or identification card issued by the DMV;

(d) The BIDDER, Applicant or Design-Build Team, and any Subcontractor engaged on the Project will maintain and make available for the inspection within this State his or her records concerning payroll relating to the Project.

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

LIST OF SUBCONTRACTORS 1% AND ABOVE

PRIME CONTRACTOR MUST INCLUDE ITS NAME ON THIS LIST. If the prime contractor will perform any work which is more than 1 percent of the prime contractor's total bid and which is not being performed by a subcontractor listed, the prime contractor shall also include on the list: (a) A description of the labor or portion of the work that the prime contractor will perform; or (b) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed.

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

(1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding $250,000.

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

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

DESCRIPTION OF WORK	CONTRACTOR'S NAME(S)	NV STATE CONTRACTORS' LICENSE NUMBER	*BEG	**ETHNICITY
All Work Not Listed	DM Stanek Corporation	0059297	DVET	N/A
DESCRIPTION OF WORK	**SUBCONTRACTOR'S FIRM NAME(S)**	**NV STATE CONTRACTORS' LICENSE NUMBER**	***BEG**	***ETHNICITY**
Demolition	GT Framing & Drywall	0082496	N/A	N/A
Asbestos Abatement	Alliance Environmental Group	0059131	N/A	N/A
Millwork	Cabinet Systems	0068743	N/A	N/A
Window Tint			N/A	N/A
Drywall / Framing / Painting / ACT	GT Framing & Drywall	0082496	N/A	N/A
Flooring	ProSpectra Contract Flooring	0064463, 0071122 & 0071141	N/A	N/A
Acrovyn	Henri Specialties Co	0007673	N/A	N/A
Bathroom Accessories			N/A	N/A
Signage			N/A	N/A
Plumbing	HTA Plumbing & Mechanical	0049199 & 0085127	N/A	N/A
Fire Sprinkler			N/A	N/A
Fire Alarm	Honeywell International	0054171	N/A	N/A
Nurse Call			N/A	N/A
Electrical	Live Electric	0079348	N/A	N/A

DM Stanek Corporation
Legal Name of Firm as it would appear in Contract

6000 S. Eastern Ave., Suite 11-D, Las Vegas, NV 89119
Address including City, State and Zip Code

(702) 834-5000
Telephone Number

Signature of Bidder (Authorized Representative)

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

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

BID ATTACHMENT 4
AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY
Page 2 of 2

By: Cameron Forsythe Title: Project Coordinator
Printed Name of Affiant

Signature of Affiant: Cameron Forsythe Date: 9-7-21

Signed and sworn to (or affirmed) before me on this 7th day of September,

2021, by Cameron Forsythe (name of Affiant)

State of Nevada)
ss)

Lolita Heer
Notary Signature

County of: Clark)

STAMP AND SEAL

LOLITA HEER
Notary Public, State of Nevada
Appointment No. 20-9962-01
My Appt. Expires Feb 13, 2024

Proof of Authorization to Sign Affidavit

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

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

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

BID ATTACHMENT 5

Project Workforce Checklist
For Compliance with the Nevada Apprenticeship Utilization Act, 2019
All Prime/Bidders must submit a completed and signed form with the BID
Check ALL trade/craft applicable to this project

BID No.: 2021-02 Prime/Bidder: DM Stanek Corporation

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Alarm Installer	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Asbestos Abatement (See Laborers)	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Cement Mason, can also include plasterers	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Elevator Constructor	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Fence Erector (See Laborers) non-steel/iron (See iron Workers) steel/iron	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑
Flag Person (See Laborers)	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑
Floor Coverer	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑
Glazier (see also Painters and Allied Trades)	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Highway Striper (See Laborers)	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hod carrier plaster tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Lubrication and Service Engineer	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Mechanical Insulator	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Millwright	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*

BID ATTACHMENT 5

Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Pile Driver (non-equipment)	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Plasterer	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Plumber/Pipefitter	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Refrigeration	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Roofer (not sheet metal)	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☑*
Soils and Materials Tester, includes certified soil tester	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Sprinkler Fitter	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Surveyor (non-licensed)	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Taper	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Truck Driver – Currently no waiver required	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Other:	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: _____ Date: 09/08/2021

Prime/Bidder Authorized Representative

Name and Title: Mark J. Stanek / President

UNIVERSITY MEDICAL SYSTEM OF SOUTHERN NEVADA
Bid Attachment 7
Request for Waiver

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM COUNTY. All forms must be sent to contract.specialist@umcsn.com.

Bid No/Title: 2021-02 / First Floor Refresh PWP# CL-2021-416

Awarding Body Name: University Medical Center

Contact Person/Title: Frances Heiy

Address: 1800 West Charleston Boulevard, Las Vegas, Nevada 89102

Phone: (702) 207-8846 Fax: N/A E-mail: frances.heiy@umcsn.com

Contractor/Subcontractor: DM Stanek Corporation

Contact/Title: Mark J. Stanek / President Contractor License Number: 0059297

Address: 6000 South Eastern Avenue, Suite 11-D, Las Vegas, Nevada 89119

Phone: (702) 499-2961 Fax: (702) 834-5515 E-mail: mark@dmstanek.com

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

Stop here, sign and date below.

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

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

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

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

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

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

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

DM Stanek Corporation
Contractor/Subcontractor

09/08/2021
Date Submitted to Awarding Body

*Signature of Authorized Representative:

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

UNIVERSITY MEDICAL SYSTEM OF SOUTHERN NEVADA
Bid Attachment 7
Request for Waiver

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM COUNTY. All forms must be sent to contract.specialist@umcsn.com.

Bid No/Title: 2021-02 / First Floor Refresh PWP# CL-2021-416

Awarding Body Name: DM Stanek Corporation

Contact Person/Title: Mark J. Stanek / President

Address: 6000 S. Eastern Ave Ste 11-D, Las Vegas, Nevada 89119

Phone: 702-499-2961 Fax: 702-834-5515 E-mail: Mark@dmstanek.com

Contractor/Subcontractor: Austin General Contracting, Inc.

Contact/Title: Dakota Jennings | Self-Perform Estimator Contractor License Number:

Address: 6440 S. Polaris Ave., Las Vegas, Nevada 89118

Phone: 702.730.0078 ext.109 Fax: E-mail: djennings@agcnv.com

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

Stop here, sign and date below.

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

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

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

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

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

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

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

Austin General — 9-10-21 — [signature]

Contractor/Subcontractor | Date Submitted to Awarding Body | *Signature of Authorized Representative:

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

BID ATTACHMENT 6
Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019
THE THREE APPARENT LOW PRIME/BIDDERS MUST SUBMIT A COMPLETED AND SIGNED FORM FOR EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to contract.specialist@umcsn.com.
Check ALL trade/craft applicable to this project

BID No.: 2021-02 Subcontractor: Austin General Contracting, Inc.

Prime Contractor: DM Stanek Corporation

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Alarm Installer	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Asbestos Abatement (See Laborers)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☒ No ☐	Yes ☒ No ☐ N/A ☐	Yes ☐ No ☒*
Cement Mason, can also include plasters	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Elevator Constructor	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Fence Erector (See Laborers) no-steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Flag Person (See Laborers)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Floor Cover	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hot carrier plastic tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☒ No ☐	Yes ☒ No ☐ N/A ☐	Yes ☐ No ☒*
Lubrication and Service Engineer	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mechanical Insulator	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

Millwright	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	Yes ☒ No ☐	Yes ☒ No ☐ N/A ☐	Yes ☐ No ☒*
Pile Driver (non-equipment)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plasterer	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plumber/Pipefitter	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Refrigeration	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Roofer (not sheet metal)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sprinkler Fitter	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Surveyor (non-licensed)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Taper	Yes ☒ No ☐	Yes ☒ No ☐ N/A ☐	Yes ☐ No ☒*
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Truck Driver – Currently no waiver required	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Other:	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: Dakota Jennings Digitally signed by Dakota Jennings Date: 09/02/2021
Authorized Representative

Name and Title: Dakota Jennings | Self-Perform Estimator

UNIVERSITY MEDICAL SYSTEM OF SOUTHERN NEVADA
Bid Attachment 7
Request for Waiver

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM COUNTY. All forms must be sent to contract.specialist@umcsn.com.

Bid No/Title: 2021-02 / First Floor Refresh PWP# CL-2021-416

Awarding Body Name: DM Stanek Corporation

Contact Person/Title: Mark J. Stanek / President

Address: 6000 S. Eastern Ave Ste 11-D, Las Vegas, Nevada 89119

Phone: 702-499-2961 Fax: 702-834-5515 E-mail: Mark@dmstanek.com

Contractor/Subcontractor: Alliance Environmental Group, LLC

Contact/Title: Sara Nimsgern - Project Manager/Estimator Contractor License Number: 0059131

Address: 2146 Highland Ave., Las Vegas, Nevada 89102

Phone: 702-908-6912 Fax: _____ E-mail: saranimsgern@alliance-enviro.com

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

Stop here, sign and date below.

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

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

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

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

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

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

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

Alliance Environmental Group, LLC	09/10/2021	Sara Nimsgern
Contractor/Subcontractor	Date Submitted to Awarding Body	*Signature of Authorized Representative:

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

BID ATTACHMENT 6
Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019
THE THREE APPARENT LOW PRIME/BIDDERS MUST SUBMIT A COMPLETED AND SIGNED FORM FOR EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to contract.specialist@umcsn.com.
Check ALL trade/craft applicable to this project

BID No.: 2021 - 02 Subcontractor: Alliance Environmental Group, LLC

Prime Contractor: DM Stanek Corporation

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Alarm Installer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Asbestos Abatement (See Laborers)	Yes ☑ No ☐	Yes ☑ No ☐ N/A ☐	Yes ☐ No ☑*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Cement Mason, can also include plasters	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Fence Erector (See Laborers) no-steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Floor Cover	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hot carrier plastic tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mechanical Insulator	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

Millwright	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Pile Driver (non-equipment)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plasterer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plumber/Pipefitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Refrigeration	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Roofer (not sheet metal)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sprinkler Fitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Surveyor (non-licensed)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Taper	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Truck Driver – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Other:	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: Sara Nimsgern Date: 9/10/2021

Authorized Representative

Name and Title: Sara Nimsgern - Project Manager/Estimator

UNIVERSITY MEDICAL SYSTEM OF SOUTHERN NEVADA
Bid Attachment 7
Request for Waiver

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM COUNTY. All forms must be sent to contract.specialist@umcsn.com.

Bid No/Title: 2021-02 UMC First Floor Refresh PWP# CL-2021-416

Awarding Body Name: ~~University Medical Center of Southern Nevada~~ DM Stanek Corporation

Contact Person/Title: Mark J. Stanek / President

Address: 6000 S. Eastern Ave., Ste 11-D Las Vegas, Nevada 89119

Phone: 702-499-2961 Fax: 702-834-5515 E-mail: mark@dmstanek.com

Contractor/Subcontractor: Honeywell International, Inc.

Contact/Title: Jerry Peck, Sr. Field Service Supervisor Contractor License Number: 54171

Address: 3255 Pepper Lane, Suite 106, Las Vegas, Nevada 89120

Phone: 702-895-6200 Fax: 702-896-6260 E-mail: jerry.peck@honeywell.com

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

Stop here, sign and date below.

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

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

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

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

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

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

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

Jerry Peck — Contractor/Subcontractor

9/10/21 — Date Submitted to Awarding Body

Honeywell — *Signature of Authorized Representative:

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

BID ATTACHMENT 6
Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019
THE THREE APPARENT LOW PRIME/BIDDERS MUST SUBMIT A COMPLETED AND SIGNED FORM FOR EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to contract.specialist@umcsn.com.
Check ALL trade/craft applicable to this project

BID No.: 2021-02 Subcontractor: Honeywell International, Inc.

Prime Contractor: DM Stanek Corporation

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Alarm Installer	Yes ☐ No ☒	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☐*
Asbestos Abatement (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Cement Mason, can also include plasters	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☒	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☐*
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Fence Erector (See Laborers) no-steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Floor Cover	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hot carrier plastic tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mechanical Insulator	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

Millwright	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Pile Driver (non-equipment)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plasterer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plumber/Pipefitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Refrigeration	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Roofer (not sheet metal)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sprinkler Fitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Surveyor (non-licensed)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Taper	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Truck Driver – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Other:	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: Jerry Peck Date: 9/10/21

Authorized Representative

Name and Title: Jerry Peck, Sr. Field Service Supervisor

UNIVERSITY MEDICAL SYSTEM OF SOUTHERN NEVADA

Bid Attachment 7

Request for Waiver

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM COUNTY. All forms must be sent to contract.specialist@umcsn.com.

Bid No/Title: 2021-02 / First Floor Refresh PWP# CL-2021-416

Awarding Body Name: DM Stanek Corporation

Contact Person/Title: Mark J. Stanek / President

Address: 6000 S. Eastern Ave Ste 11-D, Las Vegas, Nevada 89119

Phone: 702-499-2961 Fax: 702-834-5515 E-mail: Mark@dmstanek.com

Contractor/Subcontractor: Cabinet Systems

Contact/Title: Barbara Galizia Contractor License Number: 68743

Address: 2405 Highland Dr. LV, Nevada 89102

Phone: 702-382-1093 Fax: ——— E-mail: Cabinetsystems@hotmail.com

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

Stop here, sign and date below.

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

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

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

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

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

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

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

Cabinet Systems — Contractor/Subcontractor

_____ — Date Submitted to Awarding Body

Barbara Galizia — *Signature of Authorized Representative:

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

BID ATTACHMENT 6
Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019
THE THREE APPARENT LOW PRIME/BIDDERS MUST SUBMIT A COMPLETED AND SIGNED FORM FOR EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to contract.specialist@umcsn.com.
Check ALL trade/craft applicable to this project

BID No.: 2021 - 02 Subcontractor: Cabinet Systems

Prime Contractor: DM Stanek Corporation

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Alarm Installer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Asbestos Abatement (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☑	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Cement Mason, can also include plasters	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Electrician, includes communication technician, fine, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Fence Erector (See Laborers) no-steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Floor Cover	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hot carrier plastic tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mechanical Insulator	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

Millwright	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Pile Driver (non-equipment)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plasterer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plumber/Pipefitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Refrigeration	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Roofer (not sheet metal)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sprinkler Fitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Surveyor (non-licensed)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Taper	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Truck Driver – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Other:	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: Barbara Galizia Date: 9-10-21
Authorized Representative

Name and Title: Barbara Galizia, Off. Mgr.

UNIVERSITY MEDICAL SYSTEM OF SOUTHERN NEVADA
Bid Attachment 7
Request for Waiver

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM COUNTY. All forms must be sent to contract.specialist@umcsn.com.

Bid No/Title: 2021-02 / First Floor Refresh PWP# CL-2021-416

Awarding Body Name: DM Stanek Corporation

Contact Person/Title: Mark J. Stanek / President

Address: 6000 S. Eastern Ave Ste 11-D, Las Vegas, Nevada 89119

Phone: 702-499-2961 Fax: 702-834-5515 E-mail: Mark@dmstanek.com

Contractor/Subcontractor: GT Framing & Drywall

Contact/Title: Gabriel Tachiquin CEO Contractor License Number: 0082496

Address: 4460 W Reno Las vegas NV 89118, Nevada

Phone: 702-742-0398 Fax: E-mail: Gt Framing10 gmail.com

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

Stop here, sign and date below.

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

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

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

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

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

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

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

GT Framing & Drywall	9-10-21	
Contractor/Subcontractor	Date Submitted to Awarding Body	*Signature of Authorized Representative:

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

BID ATTACHMENT 6
Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019
THE THREE APPARENT LOW PRIME/BIDDERS MUST SUBMIT A COMPLETED AND SIGNED FORM FOR EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to contract.specialist@umcsn.com.
Check ALL trade/craft applicable to this project

BID No.: 2021 - 02 Subcontractor: GT Framing & Drywall

Prime Contractor: DM Stanek Corporation

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Alarm Installer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Asbestos Abatement (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☒	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒*
Cement Mason, can also include plasters	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Fence Erector (See Laborers) no-steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Floor Cover	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hot carrier plastic tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☐ No ☒	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒*
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mechanical Insulator	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

Millwright	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Painters and **Allied Trades,** can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☒	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒*
Pile Driver (non-equipment)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plasterer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plumber/Pipefitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Refrigeration	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Roofer (not sheet metal)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sprinkler Fitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Surveyor (non-licensed)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Taper	Yes ☐ No ☒	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒*
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Truck Driver – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Other:	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: _____ Date: 9-10-21
Authorized Representative

Name and Title: _____

UNIVERSITY MEDICAL SYSTEM OF SOUTHERN NEVADA
Bid Attachment 7
Request for Waiver

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM COUNTY. All forms must be sent to contract.specialist@umcsn.com.

Bid No/Title: 2021-02 / First Floor Refresh PWP# CL-2021-416

Awarding Body Name: DM Stanek Corporation

Contact Person/Title: Mark J. Stanek / President

Address: 6000 S. Eastern Ave Ste 11-D, Las Vegas, Nevada 89119

Phone: 702-499-2961 Fax: 702-834-5515 E-mail: Mark@dmstanek.com

Contractor/Subcontractor: PROSPECTRA CONTRACT FLOORING

Contact/Title: PHILIP B. KEEVER; PJCT. MGR. Contractor License Number: C-16-0064463

Address: 7015 CORPORATE PLAZA DR., #130; LAS VEGAS, Nevada 89113

Phone: (702) 595-2031 Fax: (702) 616-1694 E-mail: PHILIP.KEEVER@SPECTRACF.COM

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

Stop here, sign and date below.

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

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

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

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

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

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

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

PROSPECTRA CONT. FLR. — Contractor/Subcontractor

9/10/21 — Date Submitted to Awarding Body

*Signature of Authorized Representative:

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

BID ATTACHMENT 5

Project Workforce Checklist
For Compliance with the Nevada Apprenticeship Utilization Act, 2019
All Prime/Bidders must submit a completed and signed form with the BID
Check ALL trade/craft applicable to this project

BID No.: 2021-02 ~~6391732~~ Prime/Bidder: ProSpectra Contract Flooring Subcontractor

Craft/Trade DM Stanek Corporation/Prim	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Alarm Installer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Asbestos Abatement (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Cement Mason, can also include plasterers	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Fence Erector (See Laborers) non-steel/iron (See iron Workers) steel/iron	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Floor Coverer	Yes ☒ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Highway Striper (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hod carrier plaster tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mechanical Insulator	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Millwright	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

BID ATTACHMENT 5

Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Pile Driver (non-equipment)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plasterer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plumber/Pipefitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Refrigeration	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Roofer (not sheet metal)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Soils and Materials Tester, includes certified soil tester	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sprinkler Fitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Surveyor (non-licensed)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Taper	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Truck Driver – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Other:	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: _____ Date: September 8, 2021
Prime/Bidder Authorized Representative

Name and Title: Philip B. Keever – Project Manager

UNIVERSITY MEDICAL SYSTEM OF SOUTHERN NEVADA
Bid Attachment 7
Request for Waiver

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM COUNTY. All forms must be sent to contract.specialist@umcsn.com.

Bid No/Title: _2021-02 First Floor Refresh PWP# CL-2021-416

Awarding Body Name: DM Stanek Corporation

Contact Person/Title: Mark J. Stanek / President

Address: 6000 S. Eastern Ave Ste 11-D, Las Vegas, Nevada 89102

Phone: (702) 499-2961 Fax: 702-834-5515 E-mail: frances.heiy@umcsn.com

Contractor/Subcontractor: __Live Electric

Contact/Title:__Carlos Avila Director Contractor License Number:___79348

Address: _4175 Cameron St, Nevada _89103

Phone: _702.420.2382 Fax: E-mail: _Carlos@liveelectric.vegas

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

Stop here, sign and date below.

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

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

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

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

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

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

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

_Live Electric Inc — Contractor/Subcontractor

9/10/21 — Date Submitted to Awarding Body

Carlos Avila — *Signature of Authorized Representative:

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

BID ATTACHMENT 6
Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019
THE THREE APPARENT LOW PRIME/BIDDERS MUST SUBMIT A COMPLETED AND SIGNED FORM FOR EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to contract.specialist@umcsn.com.
Check ALL trade/craft applicable to this project

BID No.:_2021-02_____ Subcontractor: ___Live Electric Inc.

Prime Contractor:___DM Stanek Corporation_____

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Alarm Installer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Asbestos Abatement (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Cement Mason, can also include plasters	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☒ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒*
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Fence Erector (See Laborers) no-steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Floor Cover	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hot carrier plastic tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mechanical Insulator	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

Millwright	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Pile Driver (non-equipment)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plasterer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plumber/Pipefitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Refrigeration	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Roofer (not sheet metal)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sprinkler Fitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Surveyor (non-licensed)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Taper	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Truck Driver – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Other:	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: Carlos Avila Date: 9.8.2021

Authorized Representative

Name and Title: Carlos Avila Director

UNIVERSITY MEDICAL SYSTEM OF SOUTHERN NEVADA
Bid Attachment 7
Request for Waiver
For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM COUNTY. All forms must be sent to contract.specialist@umcsn.com.

Bid No/Title: #2021-02 UMC First Floor Refresh 2021-02 / First Floor Refresh PWP# CL-2021-416

Awarding Body Name: Innovative Air, LLC DM Stanek Corporation

Contact Person/Title: Kent Blazek Mark J. Stanek / President

Address: 6000 S. Eastern Ave, Las Vegas, Nevada 89119

Phone: (702) 499-2961 Fax: 702-834-5515 E-mail: Kemark@dmstanek.com

Contractor/Subcontractor: Innovative Air, LLC

Contact/Title: Kent Blazek Owner & Estimator Contractor License Number: 0075785

Address: 2827 Craigton Dr, Henderson, NV, Nevada 89044

Phone: 702.426.4951 Fax: N/A E-mail: kent@innovativeair.co

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

Stop here, sign and date below.

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

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

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

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

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

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

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

Innovative Air, LLC	09/08/2021	Kent Blazek
Contractor/Subcontractor	Date Submitted to Awarding Body	*Signature of Authorized Representative:

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

BID ATTACHMENT 5

Project Workforce Checklist
For Compliance with the Nevada Apprenticeship Utilization Act, 2019
All Prime/Bidders must submit a completed and signed form with the BID
Check ALL trade/craft applicable to this project

BID No.: 2021-02 Prime/Bidder: Innovative Air LLC Subcontractor

Craft/Trade DM Stanek Corporation/Prime	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☒	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒*
Alarm Installer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Asbestos Abatement (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Cement Mason, can also include plasterers	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Fence Erector (See Laborers) non-steel/iron (See Iron Workers) steel/iron	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Floor Coverer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Highway Striper (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hod carrier plaster tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mechanical Insulator	Yes ☐ No ☒	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒*
Millwright	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

BID ATTACHMENT 5

Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Pile Driver (non-equipment)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plasterer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plumber/Pipefitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Refrigeration	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Roofer (not sheet metal)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sheet Metal Worker, can also include air balance technician.	Yes ☒ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☑*
Soils and Materials Tester, includes certified soil tester	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sprinkler Fitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Surveyor (non-licensed)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Taper	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Truck Driver – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Other:	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: _____ Date: 09/06/2021
Prime/Bidder Authorized Representative

Name and Title: Kent H. Blazzard, Director of Estimating

UNIVERSITY MEDICAL SYSTEM OF SOUTHERN NEVADA
Bid Attachment 7
Request for Waiver

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM COUNTY. All forms must be sent to contract.specialist@umcsn.com.

Bid No/Title: 2021-02 / First Floor Refresh PWP# CL-2021-416

Awarding Body Name: DM Stanek Corporation

Contact Person/Title: Mark J. Stanek / President

Address: 6000 S. Eastern Ave Ste 11-D, Las Vegas, Nevada 89119

Phone: 702-499-2961 Fax: 702-834-5515 E-mail: Mark@dmstanek.com

Contractor/Subcontractor: HTA Plumbing & Mechanical Inc.

Contact/Title: Curt McCoy / Senior Project Manager Contractor License Number: 0049199-0085127

Address: 2049 Pabco Road, Henderson, Nevada 89011

Phone: 702-891-5304 Fax: 702-891-5320 E-mail: cmccoy@htaplumbing.com

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

Stop here, sign and date below.

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

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

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

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

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

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

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

HTA Plumbing & Mechanical

Contractor/Subcontractor	9/10/21 Date Submitted to Awarding Body	*Signature of Authorized Representative:

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

BID ATTACHMENT 6
Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019
THE THREE APPARENT LOW PRIME/BIDDERS MUST SUBMIT A COMPLETED AND SIGNED FORM FOR EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to contract.specialist@umcsn.com.
Check ALL trade/craft applicable to this project

BID No.: 2021 - 02 Subcontractor: HTA Plumbing & Mechanical Inc.

Prime Contractor: DM Stanek Corporation

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Alarm Installer	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Asbestos Abatement (See Laborers)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Cement Mason, can also include plasters	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Elevator Constructor	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Fence Erector (See Laborers) no-steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Flag Person (See Laborers)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Floor Cover	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hot carrier plastic tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Lubrication and Service Engineer	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mechanical Insulator	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

Millwright	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Pile Driver (non-equipment)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plasterer	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plumber/Pipefitter	Yes ☒ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☒*
Refrigeration	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Roofer (not sheet metal)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sprinkler Fitter	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Surveyor (non-licensed)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Taper	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Truck Driver – Currently no waiver required	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Other:	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: _____ Date: 9/10/21
Authorized Representative

Name and Title: Howard Arata President

UNIVERSITY MEDICAL SYSTEM OF SOUTHERN NEVADA
Bid Attachment 7
Request for Waiver
For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM COUNTY. All forms must be sent to contract.specialist@umcsn.com.

Bid No/Title: 2021-02 / First Floor Refresh PWP# CL-2021-416

Awarding Body Name: DM Stanek Corporation

Contact Person/Title: Mark J. Stanek / President

Address: 6000 S. Eastern Ave Ste 11-D, Las Vegas, Nevada 89119

Phone: 702-499-2961 Fax: 702-834-5515 E-mail: Mark@dmstanek.com

Contractor/Subcontractor: Henri Specialties

Contact/Title: Geoff Harris Project Manager Contractor License Number: 76730

Address: 280 Orville Wright Ct Las Vegas, Nevada 89119

Phone: 702-896-1038 Fax: 702-896-1027 E-mail: geoff@henrispecialties.com

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

Stop here, sign and date below.

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

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

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

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

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

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

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

Henri Specialties — Contractor/Subcontractor

9/10/21 — Date Submitted to Awarding Body

Geoff Harris — Signature of Authorized Representative:

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

BID ATTACHMENT 6
Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019
THE THREE APPARENT LOW PRIME/BIDDERS MUST SUBMIT A COMPLETED AND SIGNED FORM FOR EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to contract.specialist@umcsn.com.
Check ALL trade/craft applicable to this project

BID No.:____2021-02_____ Subcontractor: __Henri Specialties_____

Prime Contractor:_____DM STANEK _____

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Alarm Installer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Asbestos Abatement (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Cement Mason, can also include plasters	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Fence Erector (See Laborers) no-steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Floor Cover	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hot carrier plastic tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Mechanical Insulator	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*

Millwright	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Pile Driver (non-equipment)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Plasterer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Plumber/Pipefitter	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Refrigeration	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Roofer (not sheet metal)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Sheet Metal Worker, can also include air balance technician.	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Sprinkler Fitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Surveyor (non-licensed)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Taper	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Truck Driver – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Other:	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: Austin Selvaggio Date: 09/10/21
Authorized Representative

Name and Title: Austin Selvaggio Project Manager

BID ATTACHMENT 8 (revised)
SCHEDULE OF VALUES

THE THREE (3) APPARENT LOWEST BIDDERS FOR THE TOTAL BID AMOUNT SHALL SUBMIT THIS FORM INTO THE CONTRACTS MANAGEMENT DIVISION VIA HAND DELIVERY OR BY EMAIL TO frances.heiy@umcsn.com BY 5:00 P.M. OF THE NEXT BUSINESS DAY.

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

ITEM	DESCRIPTION	DOLLAR AMOUNTS
01	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	$332,802
02	PERMITS AND FEES (if required)	$ 1,000.00
03	METALS	$
04	WOOD, PLASTICS, AND COMPOSITES	$
05	THERMAL AND MOISTURE PROTECTION	$
06	FINISHES	$271,272
07	SPECIALTIES	$151,638
08	MILLWORK	$43,750
09	PLUMBING	$30,162
10	ICRA COMPLIANCE MEASURES	$
20	CONSTRUCTION CONTINGENCY	$ 85,000.00
21	ASBESTOS REMEDIATION	$27,000
22	ELECTRICAL	$142,895
23	HONEYWELL	$ 92,775.00
	TOTAL BID AMOUNT	$1,178,294
	ADD ALTERNATIVES	
01	REPLACE CEILING TILE THROUGH-OUT WITH 2X2 GRID AND TILE	$75,616
	ADD ALTERNATES AMOUNT	$75,616
	GRAND TOTAL BID AMOUNT	$1,254,811

PLEASE PHOTOCOPY THIS FORM SHOULD ADDITIONAL SPACES BE REQUIRED

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

DM Stanek Corporation
Legal Name of Firm as it would appear on Contract

0059297
Nevada State Contractor's License Number

6000 S. Eastern Ave., Suite 11-D,
Las Vegas, NV 89119
Address including City, State and Zip Code

Authorized Signature

EXHIBIT D

Contractor Acknowledgement of UMC Procedures & Practices

X **Check In/Check Out Procedures**

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

X **Parking**

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

X **System/Utilities Shutdown Notification**

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

X **Structural Fire Proofing**

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

X **Hot Work**

A Hot Work Permit is required for all temporary operation involving open flame or producing heat and/or sparks. This includes, but not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch Applied Roofing, Welding. Permits are available in the Engineering Department office. All requirements and guidelines listed on the Hot Work Permit shall be followed. UMC Safety Manager or designee will conduct an inspection of location prior to commencement of Hot Work. Fire watch shall be initiated upon completion of Hot Work. Contractor shall have fully charged and serviceable fire extinguisher at Hot Work location at all times when engaged in Hot Work. Flammables and combustibles shall be removed prior to work. Current Hot Work Permit is mandatory If performing any of the above-mentioned duties. If observed engaged in Hot Work without required permit work will be stopped immediately in addition to removal of offending contractor from property. **In the event that a fire alarm is activated do to negligence of the Contractor the City of Las Vegas will issue a $1000.00 fine. Contractor will be responsible for payment.**

X **Above the Ceiling Work**

Work of any kind of work being performed above the ceiling level must be reported to Engineering Department and be issued a contractor badge with red dot. This badge with red dot is your "permit". If you are performing any work above the ceiling are not displaying a badge, you will be to told to stop all work and may be asked to leave the property immediately.

X **Wall Penetrations**

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

X **Accident Reporting**

Accidents happen and are to be reported to the Engineering Department immediately. Failure to notify the Engineering Department immediately can result in a contractor/vendor or contractor/vendor employee being permanently banned from working at this facility. Any contractor/vendor or their employee found to be working in an unsafe manner can be asked to leave the property immediately.

X **Infection Control**

The following precautions should be taken to maintain safety: Isolate HVAC system to prevent contamination of duct system; construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site, or they can wear cloth or paper coveralls that are removed each time they leave the work site; all personnel entering work site are required to wear shoe covers or use sticky mats to trap dirt/dust, shoe covers must be changed each time the worker exits the work area or sticky mats changed whenever they lose their stickiness; contain construction waste before transport in tightly covered/taped containers; wet mop area with disinfectant; remove barrier material carefully to minimize spreading of dirt and debris associated with construction.

Contractor – Safety

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

Your emergency contact: Name: Roberto Gomez-Rubio Number: (702) 628-2394

Fire Codes - announcement via overhead paging system

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

Hospital Codes - announcement via overhead paging system

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

Emergency Exits

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

Partitions

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

Chemicals

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

Noise

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

Electrical

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

Smoking

Smoking is prohibited on UMC property.

Waste

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

OSHA

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

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

Roberto Gomez-Rubio _____ 09/08/2021

Print Employee Name **Signature** **Date**

OSHA 3rd Party Inspections / RGR Training center

Company



DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐Partnership	☐ Limited Liability Company	☑ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☑DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	DM Stanek Corporation	
(Include d.b.a., if applicable)		
Street Address:	6000 S. Eastern Ave., Suite 11-D	**Website:** www.dmstanek.com
City, State and Zip Code:	Las Vegas, NV 89119	**POC Name:** **Email:** mark@dmstanek.com
Telephone No:	(702) 834-5000	**Fax No:** (702) 834-5515
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Mark J. Stanek	President	51%
Donna Stanek	Treasurer	49%

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 Clark County, Department of Aviation, Clark County Detention Center 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.)

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 Clark County, Department of Aviation, Clark County Detention Center 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.

Signature

Mark J. Stanek
Print Name

President
Title

09/08/2021
Date

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

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

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

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

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

For County 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

1	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	Quantity: 1	Unit Price: $332,802.00	Total: $332,802.00
2	PERMITS AND FEES (if required)	Quantity: 1	Unit Price: $1,000.00	Total: $1,000.00
3	METALS	Quantity: 1	Unit Price: $0.01	Total: $0.01
4	WOOD, PLASTICS, AND COMPOSITES	Quantity: 1	Unit Price: $0.01	Total: $0.01
5	THERMAL AND MOISTURE PROTECTION	Quantity: 1	Unit Price: $0.01	Total: $0.01
6	FINISHES	Quantity: 1	Unit Price: $271,272.00	Total: $271,272.00
7	SPECIALTIES	Quantity: 1	Unit Price: $151,638.00	Total: $151,638.00
8	MILLWORK	Quantity: 1	Unit Price: $43,750.00	Total: $43,750.00
9	PLUMBING	Quantity: 1	Unit Price: $30,162.00	Total: $30,162.00
10	ICRA COMPLIANCE MEASURES	Quantity: 1	Unit Price: $0.01	Total: $0.01
11	CONSTRUCTION CONTINGENCY	Quantity: 1 UOM: EA	Unit Price: $85,000.00	Total: $85,000.00
12	ASBESTOS REMEDIATION	Quantity: 1 UOM: EA	Unit Price: $27,000.00	Total: $27,000.00
13	ELECTRICAL	Quantity: 1 UOM: EA	Unit Price: $142,895.00	Total: $142,895.00
14	HONEYWELL	Quantity: 1 UOM: EA	Unit Price: $92,775.00	Total: $92,775.00
15	OPTIONAL LINE ITEM	Quantity: 1 UOM: EA	Unit Price: $0.01	Total: $0.01

16	ADD ALTERNATIVES - REPLACE CEILING TILE THOUGH-OUT WITH 2X2 GRID AND TILE					
	Quantity: 1	UOM: EA		Unit Price:	$76,516.00	Total: $76,516.00

Response Total: $1,254,810.05

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
DM Stanek Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
6000 South Eastern Ave. Ste. 11D

Requester's name and address (optional)

6 City, state, and ZIP code
Las Vegas, NV 89119

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
2	0	–	1	7	6	3	3	8	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 09/08/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectivaly connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/30/2021

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
Leavitt Insurance Agency
7881 W. Charleston Blvd.
Suite 140
Las Vegas NV 89117

CONTACT NAME: Kerri Archie, CIC, CISR
PHONE (A/C, No, Ext): (702)382-4010 **FAX (A/C, No):** (702)947-4010
E-MAIL ADDRESS: liacert@leavitt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Employers Mutual Casualty Company	21415
INSURER B : National Union Fire Ins Co PA	C19445
INSURER C : Technology Insurance Co	42376
INSURER D : Navigators Specialty Ins Co	36056
INSURER E :	
INSURER F :	

INSURED
D M Stanek Corporation
6000 S Eastern Ave. Suite 11D
Las Vegas NV 89119

COVERAGES **CERTIFICATE NUMBER:** 20-21 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X	Y	4X45123	12/13/2020	12/13/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / X SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS X 500 Comp Ded / X 500 Coll Ded	X		4X45123	12/13/2020	12/13/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 0			EBU061178167	12/13/2020	12/13/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC3937129	1/10/2021	1/10/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution Liability			CH20ECPR00007NC Deductible $2,500	12/13/2020	12/13/2021	Each Incident limit Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Bid No. 2021-02, First Floor Refresh Project.

*** See Notes ***

Coverage subject to policy terms, conditions, limitations, and exclusions.

CERTIFICATE HOLDER

University Medical Center of
Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Lydia Murphy, CIC/KAA

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COMMENTS/REMARKS

Re: Bid No. 2021-02, First Floor Refresh Project.

University Medical Center of Southern Nevada, its Officers, Employees and Volunteers are included as Additional Insureds on a Primary and Non-Contributory basis, if a written contract is in effect for each, as required by form CG7174 1013 with regard to General Liability.

University Medical Center of Southern Nevada, its Officers, Employees and Volunteers have Waiver of Subrogation if a written contract is in effect for each, as required by form CG7555 02-19 with regard to General Liability.

University Medical Center of Southern Nevada, its Officers, Employees and Volunteers are included as Additional Insured if a written contract is in effect for each, as required by form CA7270 11-17 with regard to Auto Liability.

Notice of cancellation and/or any amendment to the cancellation clause to a third party is not available from the carrier(s).

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

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

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

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

   b. Supervisory, inspection, architectural or engineering activities.

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

2. "Bodily injury" or "property damage" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Includes copyrighted material of ISO Properties, Inc. with its permission.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or

2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a written contract or agreement, and only if the written contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and

2. Was executed prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ESSENTIAL EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. AUTOMATIC ADDITIONAL INSUREDS

Covered Autos Liability Coverage is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement,

whichever is less

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

e. Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

1. Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.

2. Any organization you acquire or form will not be considered an "insured" if:

a. The organization is a partnership or a joint venture; or

b. That organization is covered under other similar insurance.

3. Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

C. SUBSIDIARIES AS INSUREDS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

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

D. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and **(4)** are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $350 a day because of time off from work.

E. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

a. Up to $100 each time a covered "auto" of the private passenger type is disabled; or

b. Up to $500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

F. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $50 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto" for which Comprehensive coverage is provided. The deductible is waived for these services.

G. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph **a. Transportation Expenses** is replaced by the following:

(1) We will pay up to $75 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered “auto” of the private passenger type. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss".

(2) If the temporary transportation expenses you incur arise from your rental of an “auto” of the private passenger type, the most we will pay is the amount it costs to rent an “auto” of the private passenger type which is of the same like kind and quality as the stolen covered “auto”.

H. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of $1,000 Per “Loss” are in addition to the sublimit in Paragraph **C.1.b.** of the Limits Of Insurance Provision under **Section III – Physical Damage Coverage.**

I. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired “autos” are covered “autos” for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any “auto” you own, then the Physical Damage coverages provided are extended to “autos” you hire, subject to the following limit and deductible:

1. The most we will pay for loss to any hired “auto” is the lesser of Actual Cash Value, $75,000, or Cost of Repair, minus the deductible.

2. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. No deductible applies to “loss” caused by fire or lightning.

3. Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

J. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for loss to personal property of others in or on your covered “auto”.

This coverage applies only in the event of “loss” to your covered “auto” caused by fire, lightning, explosion, theft, mischief or vandalism, the covered “auto’s” collision with another object, or the covered “auto’s” overturn.

No deductibles apply to this coverage.

K. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.

2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

b. 30 days.

4. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred; or

b. $50 per day, subject to a $1,500 limit.

5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense coverage extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

L. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

M. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

N. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

O. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

d. Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

P. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Q. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

R. LIBERALIZATION

Paragraph **B.3. Liberalization** is amended for this endorsement as follows:

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Award of Bid No. 2021-02 First Floor Refresh to DM Stanek Corporation**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve the award of Bid No. 2021-02 First Floor Refresh to DM Stanek Corporation, 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)***

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 2021-02, Trauma First Floor Refresh
Bid/RFP/CBE: Formal bid pursuant to NRS 338.1385
Term: 200 Days from Notice to Proceed
Amount: NTE $1,254,810.05
Out Clause: Immediate w/o Cause, Budget Act and Fiscal Fund Out

BACKGROUND:

On July 25, 2021, Bid No. 2021-02 was published in the *Las Vegas Review-Journal*. This project entails remodeling work in UMC's Trauma First Floor to include, among other things, refresh flooring, painting, and outfitting restrooms with new finishes and fixtures. On Thursday, September 9, 2021, UMC received responses from:

Bids Received	Total Base Bid Amount
DM Stanek	$1,178,294.05
Builders United	$1,297,024.00
Cobblestone	$1,375,645.00
Savi	$1,389,336.00
PJ Becker & Sons Construction, LLC	$1,473,650.00
JMB Construction	$1,733,485.00

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

Cleared for Agenda
October 27, 2021

Agenda Item #
15

UMC has elected to include the Add Alternates to the bid. Including the Add Alternate did not affect the outcome.

BID SUMMARY

Bids Received	Total Base Bid Amount
DM Stanek	$1,254,810.05
Builders United	$1,416,209.00
Cobblestone	$1,449,765.00
Savi	$1,449,216.00
PJ Becker & Sons Construction, LLC	$1,647,835.00
JMB Construction	$2,233,095.00

All of the above bids were received and opened on September 9, 2021. The apparent low bid of $1,254,810.05 (includes add alternates), was received from DM Stanek Corporation, based in Las Vegas, Nevada. Staff has reviewed all submitted required documentation within the relevant deadlines and recommends that the bid be awarded to DM Stanek Corporation, the lowest responsive and responsible bidder.

The term of the agreement is 200 business days from the date of the Notice to Proceed. UMC may terminate the agreement at any time for its convenience, upon written notice to DM Stanek Corporation.

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

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

DM Stanek Corporation currently holds a valid Clark County Business License.

This bid was reviewed by the Governing Board Audit and Finance Committee at their October 20, 2021 meeting and recommended for award by the Governing Board.

2021-02 Addendum 11
DM Stanek Corporation
Supplier Response

Event Information

Number: 2021-02 Addendum 11
Title: First Floor Refresh
Type: Invitation for Bid
Issue Date: 7/25/2021
Deadline: 9/9/2021 02:00 PM (PT)
Notes: NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2021-416

SCOPE OF WORK: Remove and replace flooring, refresh paint throughout the hospital 1st floor to meet the UMC standards. Remove and replace the existing security desk with a new design which will provide an additional work station. Refresh existing two restrooms in Trauma 1st floor with new finishes and fixtures.

ESTIMATED COST: $750,000

A **Mandatory** Pre-Bid Conference and Site Walk will be held on Thursday, July 29, 2021 at 9:00 a.m. in the Ambulatory Conference Room located in the Delta Point building at 901 Rancho Lane, Suite 265, Las Vegas, NV 89106.

Contact Information

Contact: Frances Heiy Contract Specialist
Address: 1800 W. Charleston Blvd.
Las Vegas, NV 89102
Phone: 702 (207) 8846
Email: Frances.Heiy@umcsn.com

DM Stanek Corporation Information

Contact: Mark Stanek
Address: 6000 S. Eastern Avenue
Building D
Suite 11
Las Vegas, NV 89119
Phone: (702) 834-5000
Fax: (702) 834-5515
Email: mark@dmstanek.com
Web Address: www.dmstanek.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Mark J. Stanek
Signature

mark@dmstanek.com
Email

Submitted at 9/9/2021 3:57:11 PM

Requested Attachments

Authority to Submit Bid — Authority to Submit Bid_Signed.pdf

Required with Submission

Bid Document — Bid Document_Signed.pdf

Required with Submission

Bid Attachment 1 - Bid Bond — Bid Attachment 1 - BID BOND_Signed.pdf

Bid Bond - Required with Submission

Bid Attachment 2 - 1% and above Form — Bid Attachment 2 - 1% and above Form_Signed R1.pdf

1% Form - Three (3) apparent low Bidders - Required Two (2) hours following Bid close

Bid Attachment 3 - 5% and above Subcontractors List — Bid Attachment 3 - 5% and above Subcontractor List_Signed R1.pdf

Required upon submission

Bid Attachment 4 - Affidavit Pertaining to Preference Eligibility — Bid Attachment 4 - Affidavit Pertaining to Preference Eligibility_Signed.PDF

Affidavit Pertaining to Preference Eligibility - Three (3) apparent low Bidders - Required Two (2) hours following Bid close

Bid Attachment 5 - Apprentice Project Workforce Checklist - Prime — Bid Attachment 5 - Apprentice Project Workforce Checklist - Prime_Signed.pdf

Required upon Submission

Bid Attachment 6 - Apprentice Project Workforce Checklist - Subcontractor — *No response*

Apprentice Project Workforce Checklist - Subcontractor, Three (3) apparent low Bidders - Required by 5 PM following business day after Bid Opening

Bid Attachment 7 - Request for Waiver — Bid Attachment 7 - Request for Waiver_Signed.pdf

Request for Waiver, Required Within Ten (10) Business Days After Bid Opening

Bid Attachment 8 - Schedule of Values — Bid Attachment 8 R2 - Schedule of Values_Signed R1.pdf

Three (3) apparent low Bidders - Required by 5 PM following business day after Bid opening

Contractor Acknowledgement of UMC Procedures & Practices Contractor Acknowledgement of UMC Procedures & Practices_Signed.pdf

Low BIDDER must submit Exhibit D, Prime Contractor Acknowledgement of UMC Procedures & Practices form by 5:00 PM of the next business day

Disclosure of Ownership/Principals Disclosure of Ownership Principals_Signed.pdf

Three (3) apparent low Bidders must submit the Disclosure of Ownership/Principals form within 24-hours of request

W-9 W-9_Signed.pdf

Apparent Low Bidder must provide a current W-9

Bid Attributes

1	**Invitation to Bid** Confirm that you have reviewed and understand the Invitation to Bid directions ☑ check (check)
2	**Instructions to Bidders Terms and Conditions, Bidders and Owners Responsibilities** Terms and Conditions of the Bid, including Bidders and Owners Responsibilities. Confirm that you have reviewed, understand, and agree to comply with all terms and conditions contained in the Instructions to Bidders. ☑ check (check)
3	**General Conditions - Terms and Conditions specific to Successful Bidder's responsibilities** Successful Bidder warrants having read and agreeing to comply with any additional requirements outlined in the General Conditions section ☑ check (check)
4	**Special Conditions** Information regarding Owner's expectations of Successful Bidder during work on Project. Successful Bidder warrants having read and agreeing to comply with any additional requirements outlined in the Special Conditions section ☑ check (check)
5	**Scope of Work** Specifications, drawing, required materials and/or any other required information to successfully Bid the Project. Bidder warrants to have fully reviewed the Scope of Work, is familiar with the Owner's expectations, and is able to secure the materials and labor to complete the project on a timely basis. ☑ check (check)
6	**Contractor Acknowledgement of UMC Procedures & Practices** Confirm that you have reviewed and understand the Contractor Acknowledgement of UMC Procedures & Practices attachment (Exhibit E) and if after bid opening, are one of the three lowest bidders, will submit a signed version by 5 PM of the following business day. ☑ check (check)
7	**Representations and Certifications** Confirm that you have reviewed and understand the Representations and Certifications attachment and if after bid opening, are one of the three lowest bidders, will submit a signed version by 5 PM of the following business day. ☑ check (check)

Bid Lines

1	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES				
	Quantity: 1		Unit Price:	$332,802.00	Total: $332,802.00
2	PERMITS AND FEES (if required)				
	Quantity: 1		Unit Price:	$1,000.00	Total: $1,000.00
3	METALS				
	Quantity: 1		Unit Price:	$0.01	Total: $0.01
4	WOOD, PLASTICS, AND COMPOSITES				
	Quantity: 1		Unit Price:	$0.01	Total: $0.01
5	THERMAL AND MOISTURE PROTECTION				
	Quantity: 1		Unit Price:	$0.01	Total: $0.01
6	FINISHES				
	Quantity: 1		Unit Price:	$271,272.00	Total: $271,272.00
7	SPECIALTIES				
	Quantity: 1		Unit Price:	$151,638.00	Total: $151,638.00
8	MILLWORK				
	Quantity: 1		Unit Price:	$43,750.00	Total: $43,750.00
9	PLUMBING				
	Quantity: 1		Unit Price:	$30,162.00	Total: $30,162.00
10	ICRA COMPLIANCE MEASURES				
	Quantity: 1		Unit Price:	$0.01	Total: $0.01
11	CONSTRUCTION CONTINGENCY				
	Quantity: 1	UOM: EA	Unit Price:	$85,000.00	Total: $85,000.00
12	ASBESTOS REMEDIATION				
	Quantity: 1	UOM: EA	Unit Price:	$27,000.00	Total: $27,000.00
13	ELECTRICAL				
	Quantity: 1	UOM: EA	Unit Price:	$142,895.00	Total: $142,895.00
14	HONEYWELL				
	Quantity: 1	UOM: EA	Unit Price:	$92,775.00	Total: $92,775.00
15	OPTIONAL LINE ITEM				
	Quantity: 1	UOM: EA	Unit Price:	$0.01	Total: $0.01

16	ADD ALTERNATIVES - REPLACE CEILING TILE THOUGH-OUT WITH 2X2 GRID AND TILE					
	Quantity: 1	UOM: EA	Unit Price:	$76,516.00	Total:	$76,516.00

Response Total: $1,254,810.05

BID NUMBER 2021-02

BID TITLE First Floor Remodel

Bidder Statement of Authority to Submit Bid

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

SIGNATURE OF AUTHORIZED REPRESENTATIVE	DM Stanek Corporation LEGAL NAME OF FIRM
Mark J. Stanek NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	6000 South Eastern Ave, Suite 11-D ADDRESS OF FIRM
(702) 499-2961 PHONE NUMBER OF AUTHORIZED REPRESENTATIVE	Las Vegas, NV 89119 CITY, STATE ZIP
mark@dmstanek.com EMAIL ADDRESS	09/08/2021 DATE

BUSINESS LICENSE / CONTRACTORS LICENSE INFORMATION:

CURRENT STATE : Nevada	**LICENSE NO.** 0059297	**ISSUE DATE:** 03/15/2005	**EXPIRATION DATE:** 03/31/2022
CURRENT COUNTY: Clark	**LICENSE NO.** 2000410276	**ISSUE DATE:** 03/15/2005	**EXPIRATION DATE:** 10/31/2021
CURRENT CITY: Las Vegas	**LICENSE NO.** 2000410276	**ISSUE DATE:** 03/15/2005	**EXPIRATION DATE:** 10/31/2021

BID ATTACHMENT 1
BID BOND

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

KNOW ALL MEN BY THESE PRESENTS.

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

Signed this 8th day of September, 20 21.

The condition of the above obligation is such that whereas the Principal has submitted to UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for **BID NO.** 2021-02, **PROJECT NAME** First Floor Refresh.

NOW, THEREFORE

a) If said BID shall be rejected, or

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

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

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

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

Bond must be acceptable to Clark County.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

DM Stanek Corporation
(Principal Contractor)

Mark J. Stanek, President
(Authorized Representative and Title)

By _____
(Signature)

Surety: Endurance Assurance Corporation

License #14192
(State of Nevada, License Number)

Lisa Stevens, Attorney-in-Fact
(Appointed Agent Name)

By _____
(Signature)

Address: 12890 Lebanon Road
Mt. Juliet, TN 37122

Telephone (615) 553-9500

ALL PURPOSE ACKNOWLEDGEMENT

State of Nevada

County of Clark

On Septemeber 8, 2021 before me, N. Allison Grinolds Notary Public, personally appeared Lisa Stevens personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature N. Allison Grinolds

(Seal)

N. ALLISON GRINOLDS
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 19-6571-1
MY APPT. EXPIRES [illegible]

ENDURANCE ASSURANCE CORPORATION

3178

POWER OF ATTORNEY

Know all Men by these Present, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint Dixon Leavitt, Jeric Leavitt, Lisa Stevens, CeCile Webb, Angelina Jensen its true and lawful Attorney(s)-in-fact, in the State of NV and each of them to have full power to act without the other or others, to make, execute and deliver on its behalf, as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of SIXTY FIVE MILLION Dollars ($65,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

"RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 4th day of NOVEMBER of 2019 at Purchase, New York.

(Corporate Seal)
ATTEST

MARIANNE L. WILBERT, SENIOR VICE PRESIDENT

ENDURANCE ASSURANCE CORPORATION
By

SHARON L. SIMS, SENIOR VICE PRESIDENT

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

On the 4th day of NOVEMBER of 2019 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SCOTCH PLAINS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that (s)he signed his (her) name thereto by like order.

Nicholas James Benenati, Notary Public - My Commission Expires 12/6/2019

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

CERTIFICATE

I, CHRISTOPHER DONELAN, the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others:

CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

And it further

"RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety with and on behalf of the Corporation."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 8th day of September, 2021.

CHRISTOPHER DONELAN, PRESIDENT

Any reproductions are void.
Primary Surety Claims Submission: suretybondclaims@sompo-intl.com
Surety Claims Hotline: 877-676-7575
Mailing Address: Surety Claims Department, Sompo International, 1221 Avenue of the Americas, 16th Floor, New York, NY 10020

LIST OF SUBCONTRACTORS 1% AND ABOVE

PRIME CONTRACTOR MUST INCLUDE ITS NAME ON THIS LIST. If the prime contractor will perform any work which is more than 1 percent of the prime contractor's total bid and which is not being performed by a subcontractor listed, the prime contractor shall also include on the list: (a) A description of the labor or portion of the work that the prime contractor will perform; or (b) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed.

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

(1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding $250,000.

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

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

DESCRIPTION OF WORK	CONTRACTOR'S NAME(S)	NV STATE CONTRACTORS' LICENSE NUMBER	*BEG	**ETHNICITY
All Work Not Listed	DM Stanek Corporation	0059297	DVET	N/A
DESCRIPTION OF WORK	**SUBCONTRACTOR'S FIRM NAME(S)**	**NV STATE CONTRACTORS' LICENSE NUMBER**	***BEG**	***ETHNICITY**
Demolition	GT Framing & Drywall	0082496	N/A	N/A
Asbestos Abatement	Alliance Environmental Group	0059131	N/A	N/A
Millwork	Cabinet Systems	0068743	N/A	N/A
Window Tint			N/A	N/A
Drywall / Framing / Painting / ACT	GT Framing & Drywall	0082496	N/A	N/A
Flooring	ProSpectra Contract Flooring	0064463, 0071122 & 0071141	N/A	N/A
Acrovyn	Henri Specialties Co	0007673	N/A	N/A
Bathroom Accessories			N/A	N/A
Signage			N/A	N/A
Plumbing	HTA Plumbing & Mechanical	0049199 & 0085127	N/A	N/A
Fire Sprinkler			N/A	N/A
Fire Alarm	Honeywell International	0054171	N/A	N/A
Nurse Call			N/A	N/A
Electrical	Live Electric	0079348	N/A	N/A

DM Stanek Corporation
Legal Name of Firm as it would appear in Contract

6000 S. Eastern Ave., Suite 11-D, Las Vegas, NV 89119
Address including City, State and Zip Code

(702) 834-5000
Telephone Number

Signature of Bidder (Authorized Representative)

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

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

BID ATTACHMENT 3

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

DESCRIPTION OF WORK	BIDDERS' NAME(S)	*BEG	*ETHNICITY
All Work Not Listed	DM Stanek Corporation	DVET	N/A
		N/A	N/A
		N/A	N/A
		N/A	N/A
		N/A	N/A
DESCRIPTION OF WORK	**SUBCONTRACTORS' FIRM NAME(S)**	***BEG**	***ETHNICITY**
Demolition		N/A	N/A
Asbestos Abatement		N/A	N/A
Millwork		N/A	N/A
Window Tint		N/A	N/A
Drywall / Framing / Painting / ACT	GT Framing & Drywall	N/A	N/A
Flooring	ProSpectra Contract Flooring	N/A	N/A
Acrovyn	Henri Specialties Co.	N/A	N/A
Bathroom Accessories		N/A	N/A
Signage		N/A	N/A
Plumbing		N/A	N/A
Fire Sprinkler		N/A	N/A
Fire Alarm / Controls	Honeywell International	N/A	N/A
Nurse Call		N/A	N/A
Electrical	Live Electric	N/A	N/A
		N/A	N/A

DM Stanek Corporation

Legal Name of Firm as it Would Appear in Contract

Signature of Bidder (Authorized Representative)

09/08/2021

Today's Date

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

BID ATTACHMENT 4
AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY

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

I, Cameron Forsythe ("Affiant"), on behalf of the DM Stone K ("BIDDER"), swear and affirm that in order to be in compliance with NRS 338.147, and NRS 338.0117, and be eligible to receive a preference in bidding for Bid No. 2021-02, Project Name UMC first floor refresh ("Project"); certify that for the duration of the Project, collectively, and not on any specific day;

(a) At least 50 percent of the workers employed on the Project including, without limitation, any employees of the Bidder, and of any Subcontractor engaged on the Project, will hold a valid driver's license or identification card issued by the State of Nevada Department of Motor Vehicles ("DMV");

(b) All vehicles used primarily for the Project will be:

(1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 707.826; or

(2) Registered in the State of Nevada;

(c) If applying to receive a preference in bidding pursuant to subsection 3 of NRS 338.1727 or subsection 2 of NRS 408.3886, at least 50 percent of the design professionals working on the Project, including, without limitation, employees of the design-build team, and of any subcontractor or consultant engaged in the design of the Project, will have a valid driver's license or identification card issued by the DMV;

(d) The BIDDER, Applicant or Design-Build Team, and any Subcontractor engaged on the Project will maintain and make available for the inspection within this State his or her records concerning payroll relating to the Project.

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

BID ATTACHMENT 4
AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY
Page 2 of 2

By: Cameron Forsythe Title: Project Coordinator
Printed Name of Affiant

Signature of Affiant: Cameron Forsythe Date: 9-7-21

Signed and sworn to (or affirmed) before me on this 7th day of September,

2021, by Cameron Forsythe (name of Affiant)

State of Nevada)
ss)

Lolita Heer
Notary Signature

County of: Clark)

STAMP AND SEAL

LOLITA HEER
Notary Public, State of Nevada
Appointment No. 20-9962-01
My Appt. Expires Feb 13, 2024

Proof of Authorization to Sign Affidavit

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

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

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

BID ATTACHMENT 5

Project Workforce Checklist
For Compliance with the Nevada Apprenticeship Utilization Act, 2019
All Prime/Bidders must submit a completed and signed form with the BID
Check ALL trade/craft applicable to this project

BID No.: 2021-02 Prime/Bidder: DM Stanek Corporation

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Alarm Installer	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Asbestos Abatement (See Laborers)	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Cement Mason, can also include plasterers	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Elevator Constructor	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Fence Erector (See Laborers) non-steel/iron (See iron Workers) steel/iron	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑
Flag Person (See Laborers)	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑
Floor Coverer	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑
Glazier (see also Painters and Allied Trades)	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Highway Striper (See Laborers)	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hod carrier plaster tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Lubrication and Service Engineer	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Mechanical Insulator	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Millwright	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*

BID ATTACHMENT 5

Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Pile Driver (non-equipment)	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Plasterer	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Plumber/Pipefitter	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Refrigeration	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Roofer (not sheet metal)	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☑*
Soils and Materials Tester, includes certified soil tester	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Sprinkler Fitter	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Surveyor (non-licensed)	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Taper	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Truck Driver – Currently no waiver required	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
Other:	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*
	Yes ☐ No ☑	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☑*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: _____ Date: 09/08/2021

Prime/Bidder Authorized Representative

Name and Title: Mark J. Stanek / President

BID ATTACHMENT 6
Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019
THE THREE APPARENT LOW PRIME/BIDDERS MUST SUBMIT A COMPLETED AND SIGNED FORM FOR EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to contract.specialist@umcsn.com.
Check ALL trade/craft applicable to this project

BID No.: 2021 - 02 Subcontractor: Alliance Environmental Group, LLC

Prime Contractor: DM Stanek Corporation

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Alarm Installer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Asbestos Abatement (See Laborers)	Yes ☑ No ☐	Yes ☑ No ☐ N/A ☐	Yes ☐ No ☑*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Cement Mason, can also include plasters	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Fence Erector (See Laborers) no-steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Floor Cover	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hot carrier plastic tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mechanical Insulator	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

Millwright	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Pile Driver (non-equipment)	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Plasterer	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Plumber/Pipefitter	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Refrigeration	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Roofer (not sheet metal)	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Sheet Metal Worker, can also include air balance technician.	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Sprinkler Fitter	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Surveyor (non-licensed)	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Taper	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Tile/Terrazzo Worker/Marble Mason	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Traffic Barrier Erector (See Laborers)	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Truck Driver – Currently no waiver required	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Other:	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
	Yes ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
	Yes ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
	Yes ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: Sara Nimsgern _____ Date: 9/10/2021

Authorized Representative

Name and Title: Sara Nimsgern - Project Manager/Estimator

BID ATTACHMENT 6
Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019
THE THREE APPARENT LOW PRIME/BIDDERS MUST SUBMIT A COMPLETED AND SIGNED FORM FOR EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to contract.specialist@umcsn.com.
Check ALL trade/craft applicable to this project

BID No.: 2021-02 Subcontractor: Austin General Contracting, Inc.

Prime Contractor: DM Stanek Corporation

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Alarm Installer	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Asbestos Abatement (See Laborers)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☒ No ☐	Yes ☒ No ☐ N/A ☐	Yes ☐ No ☒*
Cement Mason, can also include plasters	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Elevator Constructor	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Fence Erector (See Laborers) no-steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Flag Person (See Laborers)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Floor Cover	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hot carrier plastic tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☒ No ☐	Yes ☒ No ☐ N/A ☐	Yes ☐ No ☒*
Lubrication and Service Engineer	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mechanical Insulator	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

Millwright	**Yes** ☐ **No** ☒	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	**Yes** ☐ **No** ☒	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	**Yes** ☒ **No** ☐	**Yes** ☒ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☒*
Pile Driver (non-equipment)	**Yes** ☐ **No** ☒	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Plasterer	**Yes** ☐ **No** ☒	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Plumber/Pipefitter	**Yes** ☐ **No** ☒	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Refrigeration	**Yes** ☐ **No** ☒	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Roofer (not sheet metal)	**Yes** ☐ **No** ☒	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Sheet Metal Worker, can also include air balance technician.	**Yes** ☐ **No** ☒	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Sprinkler Fitter	**Yes** ☐ **No** ☒	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Surveyor (non-licensed)	**Yes** ☐ **No** ☒	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Taper	**Yes** ☒ **No** ☐	**Yes** ☒ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☒*
Tile/Terrazzo Worker/Marble Mason	**Yes** ☐ **No** ☒	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Traffic Barrier Erector (See Laborers)	**Yes** ☐ **No** ☒	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Truck Driver – Currently no waiver required	**Yes** ☐ **No** ☒	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	**Yes** ☐ **No** ☒	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
Other:	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
	Yes ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
	Yes ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
	Yes ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: _____ Date: 09/02/2021

Authorized Representative

Name and Title: Dakota Jennings | Self-Perform Estimator

BID ATTACHMENT 6
Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019
THE THREE APPARENT LOW PRIME/BIDDERS MUST SUBMIT A COMPLETED AND SIGNED FORM FOR EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to contract.specialist@umcsn.com.
Check ALL trade/craft applicable to this project

BID No.: 2021-02 Subcontractor: Honeywell International, Inc.

Prime Contractor: DM Stanek Corporation

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Alarm Installer	Yes ☐ No ☒	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☐*
Asbestos Abatement (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Cement Mason, can also include plasters	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☒	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☐*
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Fence Erector (See Laborers) no-steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Floor Cover	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hot carrier plastic tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mechanical Insulator	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

Millwright	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Pile Driver (non-equipment)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plasterer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plumber/Pipefitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Refrigeration	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Roofer (not sheet metal)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sprinkler Fitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Surveyor (non-licensed)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Taper	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Truck Driver – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Other:	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: Jerry Peck Date: 9/10/21
Authorized Representative

Name and Title: Jerry Peck, Sr. Field Service Supervisor

BID ATTACHMENT 6

Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019
THE THREE APPARENT LOW PRIME/BIDDERS MUST SUBMIT A COMPLETED AND SIGNED FORM FOR EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to contract.specialist@umcsn.com.
Check ALL trade/craft applicable to this project

BID No.: 2021 - 02 Subcontractor: Cabinet Systems

Prime Contractor: DM Stanek Corporation

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Alarm Installer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Asbestos Abatement (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☑	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Cement Mason, can also include plasters	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Fence Erector (See Laborers) no-steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Floor Cover	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hot carrier plastic tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mechanical Insulator	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

Millwright	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Pile Driver (non-equipment)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plasterer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plumber/Pipefitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Refrigeration	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Roofer (not sheet metal)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sprinkler Fitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Surveyor (non-licensed)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Taper	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Truck Driver – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Other:	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: Barbara Galizia Date: 9-10-21
Authorized Representative

Name and Title: Barbara Galizia, Off. Mgr.

BID ATTACHMENT 6
Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019
THE THREE APPARENT LOW PRIME/BIDDERS MUST SUBMIT A COMPLETED AND SIGNED FORM FOR EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to contract.specialist@umcsn.com.
Check ALL trade/craft applicable to this project

BID No.: 2021 - 02 Subcontractor: GT Framing & Drywall

Prime Contractor: DM Stanek Corporation

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Alarm Installer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Asbestos Abatement (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☒	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒*
Cement Mason, can also include plasters	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Fence Erector (See Laborers) no-steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Floor Cover	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hot carrier plastic tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☐ No ☒	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒*
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mechanical Insulator	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

Millwright	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☒	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒*
Pile Driver (non-equipment)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plasterer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plumber/Pipefitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Refrigeration	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Roofer (not sheet metal)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sprinkler Fitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Surveyor (non-licensed)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Taper	Yes ☐ No ☒	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒*
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Truck Driver – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Other:	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: _____ Date: 9-10-21
Authorized Representative

Name and Title: _____

BID ATTACHMENT 5

Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

All Prime/Bidders must submit a completed and signed form with the BID

Check ALL trade/craft applicable to this project

BID No.: 2021-02 ~~6391732~~ Prime/Bidder: ProSpectra Contract Flooring Subcontractor

Craft/Trade DM Stanek Corporation/Prim	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Alarm Installer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Asbestos Abatement (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Cement Mason, can also include plasterers	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Fence Erector (See Laborers) non-steel/iron (See iron Workers) steel/iron	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Floor Coverer	Yes ☒ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Highway Striper (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hod carrier plaster tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mechanical Insulator	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Millwright	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

BID ATTACHMENT 5

Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Pile Driver (non-equipment)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plasterer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plumber/Pipefitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Refrigeration	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Roofer (not sheet metal)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Soils and Materials Tester, includes certified soil tester	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sprinkler Fitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Surveyor (non-licensed)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Taper	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Truck Driver – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Other:	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: _____ Date: September 8, 2021
Prime/Bidder Authorized Representative

Name and Title: Philip B. Keever – Project Manager

BID ATTACHMENT 6
Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019
THE THREE APPARENT LOW PRIME/BIDDERS MUST SUBMIT A COMPLETED AND SIGNED FORM FOR EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to contract.specialist@umcsn.com.
Check ALL trade/craft applicable to this project

BID No.:_2021-02_____ Subcontractor: ___Live Electric Inc.

Prime Contractor:___DM Stanek Corporation_____

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Alarm Installer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Asbestos Abatement (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Cement Mason, can also include plasters	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☒ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒*
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Fence Erector (See Laborers) no-steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Floor Cover	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hot carrier plastic tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mechanical Insulator	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

Millwright	**Yes ☐ No ☐**	**Yes ☐ No ☐ N/A ☐**	**Yes ☐ No ☐***
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	**Yes ☐ No ☐**	**Yes ☐ No ☐ N/A ☐**	**Yes ☐ No ☐***
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	**Yes ☐ No ☐**	**Yes ☐ No ☐ N/A ☐**	**Yes ☐ No ☐***
Pile Driver (non-equipment)	**Yes ☐ No ☐**	**Yes ☐ No ☐ N/A ☐**	**Yes ☐ No ☐***
Plasterer	**Yes ☐ No ☐**	**Yes ☐ No ☐ N/A ☐**	**Yes ☐ No ☐***
Plumber/Pipefitter	**Yes ☐ No ☐**	**Yes ☐ No ☐ N/A ☐**	**Yes ☐ No ☐***
Refrigeration	**Yes ☐ No ☐**	**Yes ☐ No ☐ N/A ☐**	**Yes ☐ No ☐***
Roofer (not sheet metal)	**Yes ☐ No ☐**	**Yes ☐ No ☐ N/A ☐**	**Yes ☐ No ☐***
Sheet Metal Worker, can also include air balance technician.	**Yes ☐ No ☐**	**Yes ☐ No ☐ N/A ☐**	**Yes ☐ No ☐***
Sprinkler Fitter	**Yes ☐ No ☐**	**Yes ☐ No ☐ N/A ☐**	**Yes ☐ No ☐***
Surveyor (non-licensed)	**Yes ☐ No ☐**	**Yes ☐ No ☐ N/A ☐**	**Yes ☐ No ☐***
Taper	**Yes ☐ No ☐**	**Yes ☐ No ☐ N/A ☐**	**Yes ☐ No ☐***
Tile/Terrazzo Worker/Marble Mason	**Yes ☐ No ☐**	**Yes ☐ No ☐ N/A ☐**	**Yes ☐ No ☐***
Traffic Barrier Erector (See Laborers)	**Yes ☐ No ☐**	**Yes ☐ No ☐ N/A ☐**	**Yes ☐ No ☐***
Truck Driver – Currently no waiver required	**Yes ☐ No ☐**	**Yes ☐ No ☐ N/A ☐**	**Yes ☐ No ☐***
Well Driller (see also Operating Engineer) **– Currently no waiver required**	**Yes ☐ No ☐**	**Yes ☐ No ☐ N/A ☐**	**Yes ☐ No ☐***
Other:	**Yes ☐ No ☐**	**Yes ☐ No ☐ N/A ☐**	**Yes ☐ No ☐***
	Yes ☐ No ☐	**Yes ☐ No ☐ N/A ☐**	**Yes ☐ No ☐***
	Yes ☐ No ☐	**Yes ☐ No ☐ N/A ☐**	**Yes ☐ No ☐***
	Yes ☐ No ☐	**Yes ☐ No ☐ N/A ☐**	**Yes ☐ No ☐***

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: *Carlos Avila* Date: 9.8.2021

Authorized Representative

Name and Title: Carlos Avila Director

BID ATTACHMENT 5

Project Workforce Checklist
For Compliance with the Nevada Apprenticeship Utilization Act, 2019
All Prime/Bidders must submit a completed and signed form with the BID
Check ALL trade/craft applicable to this project

BID No.: 2021-02 Prime/Bidder: Innovative Air, LLC Subcontractor

Craft/Trade DM Stanek Corporation/Prime	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☒	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒*
Alarm Installer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Asbestos Abatement (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Cement Mason, can also include plasterers	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Fence Erector (See Laborers) non-steel/iron (See iron Workers) steel/iron	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Floor Coverer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Highway Striper (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hod carrier plaster tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mechanical Insulator	Yes ☐ No ☒	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒*
Millwright	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

BID ATTACHMENT 5

Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Pile Driver (non-equipment)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plasterer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plumber/Pipefitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Refrigeration	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Roofer (not sheet metal)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sheet Metal Worker, can also include air balance technician.	Yes ☒ No ☐	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒*
Soils and Materials Tester, includes certified soil tester	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sprinkler Fitter	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Surveyor (non-licensed)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Taper	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Truck Driver – Currently no waiver required	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Other:	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: _____ Date: 09/06/2021

Prime/Bidder Authorized Representative

Name and Title: Kent H. Blazzard, Director of Estimating

BID ATTACHMENT 6
Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019
THE THREE APPARENT LOW PRIME/BIDDERS MUST SUBMIT A COMPLETED AND SIGNED FORM FOR EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to contract.specialist@umcsn.com.
Check ALL trade/craft applicable to this project

BID No.: 2021 - 02 Subcontractor: HTA Plumbing & Mechanical Inc

Prime Contractor: DM Stanek Corporation

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Alarm Installer	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Asbestos Abatement (See Laborers)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Cement Mason, can also include plasters	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Elevator Constructor	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Fence Erector (See Laborers) no-steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Flag Person (See Laborers)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Floor Cover	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hot carrier plastic tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Lubrication and Service Engineer	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Mechanical Insulator	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

Millwright	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Pile Driver (non-equipment)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plasterer	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Plumber/Pipefitter	Yes ☒ No ☐	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☒*
Refrigeration	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Roofer (not sheet metal)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Sprinkler Fitter	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Surveyor (non-licensed)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Taper	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Tile/Terrazzo Worker/Marble Mason	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Truck Driver – Currently no waiver required	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
Other:	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*
	Yes ☐ No ☒	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: _____ Date: 9/10/21
Authorized Representative

Name and Title: Howard Arata President

BID ATTACHMENT 6
Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019
THE THREE APPARENT LOW PRIME/BIDDERS MUST SUBMIT A COMPLETED AND SIGNED FORM FOR EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to contract.specialist@umcsn.com.
Check ALL trade/craft applicable to this project

BID No.:____2021-02_____ Subcontractor: __Henri Specialties_____

Prime Contractor:_____DM STANEK _____

Craft/Trade	Apprenticeship Program Recognized by State Apprenticeship Council	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Alarm Installer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Asbestos Abatement (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☑ No ☐	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑*
Carpenter, can also include cement masons, floor coverer, millwright and pile driver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Cement Mason, can also include plasters	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Elevator Constructor	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Fence Erector (See Laborers) no-steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Flag Person (See Laborers)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Floor Cover	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hot carrier plastic tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Lubrication and Service Engineer	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*
Mechanical Insulator	Yes ☐ No ☐	Yes ☐ No ☐ N/A ☑	Yes ☐ No ☐*

Millwright	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☑	**Yes** ☐ **No** ☐*
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☑	**Yes** ☐ **No** ☐*
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☑	**Yes** ☐ **No** ☐*
Pile Driver (non-equipment)	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☑	**Yes** ☐ **No** ☐*
Plasterer	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☑	**Yes** ☐ **No** ☐*
Plumber/Pipefitter	**Yes** ☑ **No** ☐	**Yes** ☐ **No** ☑ **N/A** ☐	**Yes** ☐ **No** ☑*
Refrigeration	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☑	**Yes** ☐ **No** ☐*
Roofer (not sheet metal)	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☑	**Yes** ☐ **No** ☐*
Sheet Metal Worker, can also include air balance technician.	**Yes** ☑ **No** ☐	**Yes** ☐ **No** ☑ **N/A** ☐	**Yes** ☐ **No** ☑*
Sprinkler Fitter	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☑	**Yes** ☐ **No** ☐*
Surveyor (non-licensed)	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☑	**Yes** ☐ **No** ☐*
Taper	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☑	**Yes** ☐ **No** ☐*
Tile/Terrazzo Worker/Marble Mason	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☑	**Yes** ☐ **No** ☐*
Traffic Barrier Erector (See Laborers)	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☑	**Yes** ☐ **No** ☐*
Truck Driver – Currently no waiver required	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☑	**Yes** ☐ **No** ☐*
Well Driller (see also Operating Engineer) **– Currently no waiver required**	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☑	**Yes** ☐ **No** ☐*
Other:	**Yes** ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☑	**Yes** ☐ **No** ☐*
	Yes ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
	Yes ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*
	Yes ☐ **No** ☐	**Yes** ☐ **No** ☐ **N/A** ☐	**Yes** ☐ **No** ☐*

***I anticipate compliance with the Nevada Apprenticeship Utilization Act.**

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

Signed: Austin Selvaggio _____ Date: ____09/10/21_____
Authorized Representative

Name and Title: _____Austin Selvaggio Project Manager _____

UNIVERSITY MEDICAL SYSTEM OF SOUTHERN NEVADA
Bid Attachment 7
Request for Waiver
For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM COUNTY. All forms must be sent to contract.specialist@umcsn.com.

Bid No/Title: 2021-02 / First Floor Refresh PWP# CL-2021-416

Awarding Body Name: University Medical Center

Contact Person/Title: Frances Heiy

Address: 1800 West Charleston Boulevard, Las Vegas, Nevada 89102

Phone: (702) 207-8846 Fax: N/A E-mail: frances.heiy@umcsn.com

Contractor/Subcontractor: DM Stanek Corporation

Contact/Title: Mark J. Stanek / President Contractor License Number: 0059297

Address: 6000 South Eastern Avenue, Suite 11-D, Las Vegas, Nevada 89119

Phone: (702) 499-2961 Fax: (702) 834-5515 E-mail: mark@dmstanek.com

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

Stop here, sign and date below.

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

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

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

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

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

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

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

DM Stanek Corporation	09/08/2021	
Contractor/Subcontractor	Date Submitted to Awarding Body	*Signature of Authorized Representative:

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

BID ATTACHMENT 8 (revised)
SCHEDULE OF VALUES

THE THREE (3) APPARENT LOWEST BIDDERS FOR THE TOTAL BID AMOUNT SHALL SUBMIT THIS FORM INTO THE CONTRACTS MANAGEMENT DIVISION VIA HAND DELIVERY OR BY EMAIL TO frances.heiy@umcsn.com BY 5:00 P.M. OF THE NEXT BUSINESS DAY.

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

ITEM	DESCRIPTION	DOLLAR AMOUNTS
01	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	$ 332,802
02	PERMITS AND FEES (if required)	$ 1,000.00
03	METALS	$
04	WOOD, PLASTICS, AND COMPOSITES	$
05	THERMAL AND MOISTURE PROTECTION	$
06	FINISHES	$ 271,272
07	SPECIALTIES	$ 151,638
08	MILLWORK	$ 43,750
09	PLUMBING	$ 30,162
10	ICRA COMPLIANCE MEASURES	$
20	CONSTRUCTION CONTINGENCY	$ 85,000.00
21	ASBESTOS REMEDIATION	$ 27,000
22	ELECTRICAL	$ 142,895
23	HONEYWELL	$ 92,775.00
	TOTAL BID AMOUNT	$ 1,178,294
	ADD ALTERNATIVES	
01	REPLACE CEILING TILE THROUGH-OUT WITH 2X2 GRID AND TILE	$ 75,616
	ADD ALTERNATES AMOUNT	$ 75,616
	GRAND TOTAL BID AMOUNT	$ 1,254,811

PLEASE PHOTOCOPY THIS FORM SHOULD ADDITIONAL SPACES BE REQUIRED

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

DM Stanek Corporation
Legal Name of Firm as it would appear on Contract

0059297
Nevada State Contractor's License Number

6000 S. Eastern Ave., Suite 11-D,
Las Vegas, NV 89119
Address including City, State and Zip Code

Authorized Signature

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
BID FORM

BID NO. 2021-02
FIRST FLOOR REFRESH
PWP NUMBER: CL- 2021-416

DM Stanek Corporation

(NAME)

6000 South Eastern Avenue, Suite 11D, Las Vegas, NV 89119

(ADDRESS)

I, THE UNDERSIGNED BIDDER:

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.

2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.

3. Have completed all information in the blanks provided and have submitted the following within this Bid:

   a) Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.

   b) Attached a bid security in the form of, at my option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the Total Base Bid amount.

   c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.

4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit **Bid Attachment 2** within two-hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via hand delivery or email to frances.heiy@umcsn.com and I understand that hand delivery is recommended, and OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:

   a) My firm's name on the list If my firm will perform any work which is more than 1 percent (1%) of the BIDDER's total bid and which is not being performed by a subcontractor. The BIDDER shall also include on the list:

      1) A description of the labor or portion of the work that the BIDDER will perform: or

      2) A statement that the BIDDER will perform all work other than that being performed by a subcontractor listed.

   b) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid an amount exceeding $250,000.

   c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will not be paid an amount exceeding $250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent (1%) of the BIDDER's total bid or $50,000, whichever is greater.

5. I acknowledge that if I am one of the three apparent low 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 frances.heiy@umcsn.com and I understand hand delivery is recommended. OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me and the bid will be deemed non-responsive.

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.

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 Bid Attachment 4, Schedule of Values, by 5:00 PM of the next business day.

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 5, Project Workforce Checklist, by 5:00 PM of the next business day.

8. I acknowledge that if notified that I am the low BIDDER, I must submit the Disclosure of Ownership/Principals form 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, 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.	1	dated,	07/26/2021	Addendum No.	2	dated,	07/30/2021
Addendum No.	3	dated,	08/19/2021	Addendum No.	4	dated,	08/20/2021
Addendum No.	5	dated,	08/20/2021	Addendum No.	6	dated,	08/24/2021
Addendum No.	7	dated,	08/24/2021	Addendum No.	8	dated,	09/01/2021
Addendum No.	9	dated,	09/07/2021	Addendum No.	10	dated,	09/07/2021
Addendum No.	11	dated,	09/08/2021	Addendum No.		dated,	
Addendum No.		dated,		Addendum No.		dated,	
Addendum No.		dated,		Addendum No.		dated,	

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.	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	$ 332,802
2.	PERMITS AND FEES (if required)	$ 1,000
3.	METALS	$
4.	WOOD, PLASTICS, AND COMPOSITES	$
5.	THERMAL AND MOISTURE PROTECTION	$
6.	FINISHES	$ 271,272
7.	SPECIALTIES	$ 151,638
8.	MILLWORK	$ 43,750
9.	PLUMBING	$ 30,162
10.	ICRA COMPLIANCE MEASURES	$
20.	CONSTRUCTION CONTINGENCY	$ 85,000
21.	ASBESTOS ABATEMENT	$ 27,000
22.	ELECTRICAL	$ 142,895
23.	HONEYWELL	$ 92,775
		$
		$
		$
		$
	TOTAL BID AMOUNT	$ 1,178,811

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.	REPLACE CEILING TILE THROUGH-OUT WITH 2X2 GRID AND TILE	$ 76,516
2.		$
3.		$
4.		$
5.		$

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. DM Stanek Corporation
LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

6000 South Eastern Avenue, Suite 11-D
ADDRESS OF FIRM

Las Vegas, NV 89119
CITY, STATE, ZIP CODE

(702) 834-5000
TELEPHONE NUMBER

(702) 834-5515
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: 0059297

LICENSE CLASS: B

LICENSE LIMIT: Unlimited

ONE TIME LICENSE LIMIT INCREASE $ N/A IF YES, DATE REQUESTED N/A

DUN & BRADSTREET NUMBER 174612395

CLARK COUNTY BUSINESS LICENSE NO. 2000410276

STATE OF NEVADA BUSINESS LICENSE NO. NV00214622907

Mark J. Stanek
AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)

mark@dmstanek.com
E-MAIL ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE

09/08/2021
TODAY'S DATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/30/2021

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
Leavitt Insurance Agency
7881 W. Charleston Blvd.
Suite 140
Las Vegas NV 89117

CONTACT NAME: Kerri Archie, CIC, CISR
PHONE (A/C, No, Ext): (702)382-4010 **FAX (A/C, No):** (702)947-4010
E-MAIL ADDRESS: liacert@leavitt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Employers Mutual Casualty Company	21415
INSURER B : National Union Fire Ins Co PA	C19445
INSURER C : Technology Insurance Co	42376
INSURER D : Navigators Specialty Ins Co	36056
INSURER E :	
INSURER F :	

INSURED
D M Stanek Corporation
6000 S Eastern Ave. Suite 11D
Las Vegas NV 89119

COVERAGES **CERTIFICATE NUMBER:** 20-21 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	Y	4X45123	12/13/2020	12/13/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [X] 500 Comp Ded [X] 500 Coll Ded	X		4X45123	12/13/2020	12/13/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			EBU061178167	12/13/2020	12/13/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC3937129	1/10/2021	1/10/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Pollution Liability			CH20ECPR00007NC Deductible $2,500	12/13/2020	12/13/2021	Each Incident limit Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Bid No. 2021-02, First Floor Refresh Project.

*** See Notes ***

Coverage subject to policy terms, conditions, limitations, and exclusions.

CERTIFICATE HOLDER
University Medical Center of
Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89012

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Lydia Murphy, CIC/KAA

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COMMENTS/REMARKS

Re: Bid No. 2021-02, First Floor Refresh Project.

University Medical Center of Southern Nevada, its Officers, Employees and Volunteers are included as Additional Insureds on a Primary and Non-Contributory basis, if a written contract is in effect for each, as required by form CG7174 1013 with regard to General Liability.

University Medical Center of Southern Nevada, its Officers, Employees and Volunteers have Waiver of Subrogation if a written contract is in effect for each, as required by form CG7555 02-19 with regard to General Liability.

University Medical Center of Southern Nevada, its Officers, Employees and Volunteers are included as Additional Insured if a written contract is in effect for each, as required by form CA7270 11-17 with regard to Auto Liability.

Notice of cancellation and/or any amendment to the cancellation clause to a third party is not available from the carrier(s).

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

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

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

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

   b. Supervisory, inspection, architectural or engineering activities.

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

2. "Bodily injury" or "property damage" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or

2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a written contract or agreement, and only if the written contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and

2. Was executed prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ESSENTIAL EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. AUTOMATIC ADDITIONAL INSUREDS

Covered Autos Liability Coverage is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement,

whichever is less

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

B. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

e. Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

1. Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.

2. Any organization you acquire or form will not be considered an "insured" if:

a. The organization is a partnership or a joint venture; or

b. That organization is covered under other similar insurance.

3. Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

C. SUBSIDIARIES AS INSUREDS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

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

D. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and **(4)** are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $350 a day because of time off from work.

E. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

a. Up to $100 each time a covered "auto" of the private passenger type is disabled; or

b. Up to $500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

F. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $50 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto" for which Comprehensive coverage is provided. The deductible is waived for these services.

G. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph **a. Transportation Expenses** is replaced by the following:

(1) We will pay up to $75 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered “auto” of the private passenger type. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss".

(2) If the temporary transportation expenses you incur arise from your rental of an “auto” of the private passenger type, the most we will pay is the amount it costs to rent an “auto” of the private passenger type which is of the same like kind and quality as the stolen covered “auto”.

H. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of $1,000 Per “Loss” are in addition to the sublimit in Paragraph **C.1.b.** of the Limits Of Insurance Provision under **Section III – Physical Damage Coverage.**

I. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired “autos” are covered “autos” for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any “auto” you own, then the Physical Damage coverages provided are extended to “autos” you hire, subject to the following limit and deductible:

1. The most we will pay for loss to any hired “auto” is the lesser of Actual Cash Value, $75,000, or Cost of Repair, minus the deductible.

2. The deductible will be equal to the largest deductible applicable to any owned “auto” for that coverage. No deductible applies to “loss” caused by fire or lightning.

3. Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered “auto” you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

J. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to $500 for loss to personal property of others in or on your covered “auto”.

This coverage applies only in the event of “loss” to your covered “auto” caused by fire, lightning, explosion, theft, mischief or vandalism, the covered “auto’s” collision with another object, or the covered “auto’s” overturn.

No deductibles apply to this coverage.

K. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.

2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

b. 30 days.

4. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred; or

b. $50 per day, subject to a $1,500 limit.

5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense coverage extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

L. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

M. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

N. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

O. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

d. Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

P. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Q. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

R. LIBERALIZATION

Paragraph **B.3. Liberalization** is amended for this endorsement as follows:

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

EXHIBIT D

Contractor Acknowledgement of UMC Procedures & Practices

X **Check In/Check Out Procedures**

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

X **Parking**

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

X **System/Utilities Shutdown Notification**

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

X **Structural Fire Proofing**

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

X **Hot Work**

A Hot Work Permit is required for all temporary operation involving open flame or producing heat and/or sparks. This includes, but not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch Applied Roofing, Welding. Permits are available in the Engineering Department office. All requirements and guidelines listed on the Hot Work Permit shall be followed. UMC Safety Manager or designee will conduct an inspection of location prior to commencement of Hot Work. Fire watch shall be initiated upon completion of Hot Work. Contractor shall have fully charged and serviceable fire extinguisher at Hot Work location at all times when engaged in Hot Work. Flammables and combustibles shall be removed prior to work. Current Hot Work Permit is mandatory If performing any of the above-mentioned duties. If observed engaged in Hot Work without required permit work will be stopped immediately in addition to removal of offending contractor from property. **In the event that a fire alarm is activated do to negligence of the Contractor the City of Las Vegas will issue a $1000.00 fine. Contractor will be responsible for payment.**

X **Above the Ceiling Work**

Work of any kind of work being performed above the ceiling level must be reported to Engineering Department and be issued a contractor badge with red dot. This badge with red dot is your "permit". If you are performing any work above the ceiling are not displaying a badge, you will be to told to stop all work and may be asked to leave the property immediately.

X **Wall Penetrations**

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

X **Accident Reporting**

Accidents happen and are to be reported to the Engineering Department immediately. Failure to notify the Engineering Department immediately can result in a contractor/vendor or contractor/vendor employee being permanently banned from working at this facility. Any contractor/vendor or their employee found to be working in an unsafe manner can be asked to leave the property immediately.

X **Infection Control**

The following precautions should be taken to maintain safety: Isolate HVAC system to prevent contamination of duct system; construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site, or they can wear cloth or paper coveralls that are removed each time they leave the work site; all personnel entering work site are required to wear shoe covers or use sticky mats to trap dirt/dust, shoe covers must be changed each time the worker exits the work area or sticky mats changed whenever they lose their stickiness; contain construction waste before transport in tightly covered/taped containers; wet mop area with disinfectant; remove barrier material carefully to minimize spreading of dirt and debris associated with construction.

Contractor – Safety

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

Your emergency contact: Name: Roberto Gomez-Rubio Number: (702) 628-2394

Fire Codes - announcement via overhead paging system

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

Hospital Codes - announcement via overhead paging system

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

Emergency Exits

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

Partitions

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

Chemicals

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

Noise

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

Electrical

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

Smoking

Smoking is prohibited on UMC property.

Waste

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

OSHA

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

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

Roberto Gomez-Rubio _____ 09/08/2021

Print Employee Name **Signature** **Date**

OSHA 3rd Party Inspections / RGR Training Center

Company

RGR Training Center
Construction & General Industry
OSHA 10 & 30 Hour Cards
CPR & Other Certifications

Roberto Gomez-Rubio
OSHA Authorized Outreach Provider
Have a bless day!

2303 E. Sahara Ave. Suite 205
Las Vegas, NV 89104

Phone (702) 628-2394
Fax (702) 754-3991
Website: www.rgrtrainingcenter.com

October 27, 2021

DM Stanek Corporation
Attn: Mark Stanek
6000 S. Eastern Ave, Building D, Suite 11
Las Vegas, NV 89119

RE: Notice of Award
UMC Bid Number 2021-21, First Floor Refresh Project (PWP No. Cl-2021-416)

Dear Mr. Stanek:

Thank you for submitting all of the required documentation for the subject Bid. All documentation appears to be in order, and this project is hereby awarded to DM Stanek Corporation in the amount of $1,254,810.05. This award letter authorizes you to immediately execute the required contracts with your equipment and material supplier(s) and required subcontractors. No substitution of listed subcontractor(s) is permitted unless submitted to University Medical Center of Southern Nevada ("UMC") in writing in accordance with the contract documents. A copy of the contract document is enclosed for your records.

UMC's Plant Operations department will administer this contract and will contact you in the near future to schedule the project kickoff meeting. They will also coordinate with our Public Safety Office/Officers and Contracts Management teams to ensure you have all the resources and support needed to complete this project, while also ensuring project activities do not unduly disrupt services to our patients, their loved ones, staff and the public.

Thank you for your continued interest in doing business with University Medical Center of Southern Nevada.

Sincerely,

Mason Van Houweling
Chief Executive Officer

Enclosures: Contract Documents (Bid Document, Contractor's Bid Form, all Addenda, Contractor's Bonds and Insurance)

Cc: Monty Bowen, Plant Operations
Tamera Hone, Plant Operations

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐Partnership	☐ Limited Liability Company	☑ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☑DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	DM Stanek Corporation		
(Include d.b.a., if applicable)			
Street Address:	6000 S. Eastern Ave., Suite 11-D	**Website:**	www.dmstanek.com
City, State and Zip Code:	Las Vegas, NV 89119	**POC Name:** **Email:**	mark@dmstanek.com
Telephone No:	(702) 834-5000	**Fax No:**	(702) 834-5515
Nevada Local Street Address: **(If different from above)**		**Website:**	
City, State and Zip Code:		**Local Fax No:**	
Local Telephone No:		**Local POC Name:** **Email:**	

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Mark J. Stanek	President	51%
Donna Stanek	Treasurer	49%

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 Clark County, Department of Aviation, Clark County Detention Center 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.)

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 Clark County, Department of Aviation, Clark County Detention Center 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.

Signature — Mark J. Stanek (Print Name)

President (Title) — 09/08/2021 (Date)

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

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

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

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

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

For County Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment #1 to Agreement for Landscaping Services with Brightview Landscape Services**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment #1 to the Agreement for Landscaping Services with Brightview Landscape Services and exercise any extension options; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund #: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 8460
Funded Pgm/Grant: N/A
Description: Brightview Landscape Services
Amount: Estimated usage is $420,660.00/year, NTE $2,383,108.00 including optional periods
Term: Five years from June 1, 2019 to May 31, 2024
With additional one (1) two (2)-year option to extend for maintenance
Out Clause: Thirty (30)-day written notice without cause
Bid/RFP/CBE: NRS 332.148

BACKGROUND:

This request is for approval of Amendment #1 to the Agreement for Landscape Services with Brightview Landscape Services. This Amendment will increase the monthly landscaping maintenance and porter services to include additional work to be performed. The new annual cost will be $420,660.00, for a total cost of $2,383,108.00.

UMC's Director of Environmental Services has reviewed and recommends approval of the Amendment. The Amendment has been approved as to form by UMC's Office of General Counsel.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their October 20, 2021 meeting and recommended for approval by the Governing Board.

Brightview holds a valid Clark County business license.

Cleared for Agenda
October 27, 2021

Agenda Item #
16

AMENDMENT #1 TO AGREEMENT FOR LANDSCAPE SERVICES AGREEMENT BETWEEN UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA AND BRIGHTVIEW LANDSCAPE SERVICES INC.

This Amendment ("Amendment") is entered into between **University Medical Center of Southern Nevada** ("Hospital") and **Brightview Landscape Services Inc.** ("Company") to be effective September 1, 2021 ("Effective Date").

WHEREAS, Hospital and Company entered into a Landscape Services Agreement dated June 1, 2019 (the "Agreement"); and

WHEREAS, Hospital and Company now desire to amend the Agreement pursuant to the terms of this Amendment.

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

1. **Section II(A) Compensation** is hereby amended to delete the first sentence and replace with the following:

"HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (Exhibit A) and a Landscaping Master Plan (currently in progress) for the not-to-exceed amount of $1,261,980.00 for the Term."

2. **Exhibit A, Section 1a Scope of Services** is hereby amended to add the following additional porter services for UMC Campuses:

a) Sweep parking lots and garages to property lines, including front, side and rear parking, entrance & exits, driveways, walkways, load dock and behind concrete auto stops, curb corners and landscaped areas, keeping all areas free of all debris.
b) Hand sweep or blow all dust from corners, open parking stalls and loading docks on visit.
c) Ensure lots are free of broken glass and debris as observed
d) Extra porter 10:00pm-6:30am and 10am- 6:30pm Monday through Friday at UMC main campus
e) Extra porter for Saturday and Sunday as UMC main campus
f) Additional porter service for quick/primary care campuses from 1 time per week to 3 days per week (an increase of 2 days from current schedule)

3. **Exhibit A rate table** is hereby deleted and replaced with the following rate table to add CPI increases for individual campuses as follows:

	Landscape CPI Increase	Porter CPI Increase	Additional Weekday Porter Service - 10:00 am - 6:30 pm	Additional Weekday Porter Service - 10:00 pm - 6:30 am	Additional Weekend Porter Service	Additional Sweeping	New Porter Service Price	New Total Price
UMC Hospital	$ 4,505	$ 4,654	$ 6,350	$ 6,350	$ 2,910	$ 1,864	$ 15,778	$ 26,633
UMC Main Campus	$ 210	$ 218		$ 257			$ 475	$ 685
Lied Pediatric	$ 573	$ 592		$ 257			$ 849	$ 1,423
Enterprise Quick Care	$ 836	$ 765		$ 257			$ 1,022	$ 1,858
Peccole Ranch Quick Care	$ 237	$ 245		$ 257			$ 502	$ 739
Rancho quick Care	$ 636	$ 660		$ 257			$ 917	$ 1,553
Summerlin Quick and Primary	$ 277	$ 286		$ 257			$ 543	$ 820
Sunset Quick and Primary Car	$ 515	$ 571		$ 257			$ 828	$ 1,344

4. This Amendment does not, and shall not be construed to; modify any term or condition of the Agreement other than those specific terms and conditions expressly referenced herein. Capitalized terms not otherwise defined herein shall be as defined in the Agreement. In all other respects, the Agreement shall remain in full force and effect. In the event of any inconsistency or discrepancy between the Agreement and this Amendment, the terms and conditions set forth in this Amendment shall control. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth below.

University Medical Center of Southern Nevada	**BrightView Landscape Services, Inc.**
By:_____	By: _____
Title:_____	Title: _____
Date:_____	Date: _____

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Education – Complaints and Grievances**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a refresher education from Shaunda Phillips, UMC Risk Manager on patient complaints and grievance handling process; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive refresher education on the process of handling patient complaints and grievances.

Cleared for Agenda
October 27, 2021

Agenda Item #
17

UMC
UNIVERSITY MEDICAL CENTER

The **Highest Level of Care** in Nevada

UMC's Complaint and Grievance Process

UMC's Complaint and Grievance Process

The CMS Hospital Conditions of Participation (CoPs) require that UMC has a process for addressing **issues of dissatisfaction** that are reported to UMC by patients or family members

- UMC's Policy is titled:

  Patient Complaint, Grievance and Insurance Inquiry Process

UMC's Complaint and Grievance Process

Issues of Dissatisfaction received by UMC will be identified as:

- Complaints
- Grievances

NOTE: Insurance Inquiries are also addressed in the Policy. Patients may submit complaints to their insurance carrier regarding care received at UMC. The insurance carrier will contact UMC and request that UMC review the complaint and provide a response outlining findings of the review to the insurance carrier.

NOTE: Billing disputes are not Grievances and are addressed by Patient Accounts

UMC's Complaint and Grievance Process

Complaints

Issues of dissatisfaction that are **verbally** reported by the patient or family member while the patient is currently admitted to the Hospital or is a current Primary Care patient

- Hospital – Admitted Patient (inpatient or outpatient)
- Primary Care – Current Patient (seen within the last year)

NOTE: Any complaint received in writing will be handled as a Grievance and should be forwarded to Risk Management.

UMC's Complaint and Grievance Process

Empowering Staff to Resolve Complaints

Hospital – Admitted Patient (inpatient or outpatient)

- Nursing will follow their chain-of-command to address the complaint if the staff person who is advised of the issue cannot resolve the matter

Primary Care – Current Patient (seen within the last year)

- Staff will follow their chain-of-command to address the complaint if the staff person who is advised of the issue cannot resolve the matter

UMC's Complaint and Grievance Process

Grievances

Issues of dissatisfaction received, verbally or in writing, after the patient has been discharged from the Hospital or is no longer a current Primary Care patient; or submitted in writing while the patient is currently admitted to the Hospital or is a current Primary Care patient.

UMC is required to:

- Acknowledge receipt within 7-days
- Maintain a Grievance Log
- Provide a written response to the complainant

UMC's Complaint and Grievance Process

Risk Management is responsible for:

- Maintaining the Grievance Log
- Reviewing and Investigating the Grievance
- Notifying Department Leadership of the Grievance
- Preparing the required response
- Preparing Quarterly Reports

UMC's Complaint and Grievance Process

In Conclusion:

- Consistency of message
- Compliance with the various regulations, including CMS COPs and HIPAA; ensuring UMC's obligations are met
- Single Tracking System
- As directed by the Governing Board, the Patient Safety Committee acts as UMC's Grievance Committee; receiving quarterly reports of grievances

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Education – Supply Chain**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board review and discuss the Governing Board 2021 Action Plan, to include an informational presentation on current supply chain challenges facing UMC; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an informational presentation on current supply chain challenges.

Cleared for Agenda
October 27, 2021

Agenda Item #
18

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from the Governing Board Clinical Quality and Professional Affairs Committee**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the October 4, 2021 Governing Board Clinical Quality and Professional Affairs Committee meeting.

Cleared for Agenda
October 27, 2021

Agenda Item #
19

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from the Governing Board Strategic Planning Committee**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the October 7, 2021 Governing Board Strategic Planning Committee meeting.

Cleared for Agenda
October 27, 2021

Agenda Item #

20

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from Governing Board Audit and Finance Committee**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the October 20, 2021 Governing Board Audit and Finance Committee meeting.

Cleared for Agenda
October 27, 2021

Agenda Item #
21

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Monthly Financial Report for September FY22 Update**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update on the monthly financial report for September FY22; and take any action deemed appropriate

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on September FY22 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
October 27, 2021

Agenda Item #
22

UNIVERSITY MEDICAL CENTER

September 2021 Financials

KEY INDICATORS – SEP

Current Month	Actual	Budget	% Var	Prior Year	Variance	% Var
APDs	18,473	14,677	25.86%	14,249	4,224	29.65%
Total Admissions	1,751	1,684	3.98%	1,594	157	9.85%
Observation Cases	1,173	988	18.72%	988	185	18.72%
AADC	616	489	25.86%	475	141	29.64%
ALOS (Admits)	6.72	5.88	14.26%	5.90	0.82	13.90%
ALOS (Obs)	1.35	1.28	6.07%	1.28	0.08	6.07%
Hospital CMI	2.02	2.01	0.91%	1.93	0.10	4.83%
Medicare CMI	2.05	2.22	(8.06%)	2.16	(0.11)	(5.31%)
IP Surgery Cases	725	693	4.62%	767	(42)	(5.48%)
OP Surgery Cases	587	468	25.43%	497	90	18.11%
Transplants	13	17	(23.53%)	17	(4)	(23.53%)
Total ER Visits	9,002	7,766	15.92%	7,377	1,625	22.03%
ED to Admission	7.81%	-	-	9.06%	(1.25%)	-
ED to Observation	11.28%	-	-	13.24%	(1.97%)	-
ED to Adm/Obs	19.08%	-	-	22.30%	(3.21%)	-
Quick Cares	15,543	12,519	24.16%	9,980	5,563	55.74%
Primary Care	5,240	4,519	15.95%	5,258	(18)	(0.34%)
Deliveries	114	107	6.54%	99	15	15.15%

SUMMARY INCOME STATEMENT – SEP

REVENUE	Actual	Budget	Variance	% Variance
Total Net Revenue	$66,803,861	$56,051,059	$10,752,802	19.18%
Net Patient Revenue as a % of Gross	19.35%	17.68%	1.68%	-

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	$67,072,484	$60,062,929	($7,009,555)	(11.67%)

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	($268,622)	($4,011,869)	$3,743,247	93.30%
Add back: Depr & Amort.	$2,094,002	$2,215,933	$121,931	5.50%
Tot Inc from Ops plus Depr & Amort.	**$1,825,380**	**($1,795,936)**	**$3,621,316**	**201.64%**

SUMMARY INCOME STATEMENT – YTD SEP

REVENUE	Actual	Budget	Variance	% Variance
Total Net Revenue	$201,954,857	$173,035,080	$28,919,777	16.71%
Net Patient Revenue as a % of Gross	18.80%	17.44%	1.36%	-

EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	$201,649,240	$184,922,913	($16,726,328)	(9.05%)

INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	$305,617	($11,887,833)	$12,193,449	102.57%
Add back: Depr & Amort.	$6,270,929	$6,647,799	$376,869	5.67%
Tot Inc from Ops plus Depr & Amort.	**$6,576,546**	**($5,240,034)**	**$11,816,580**	**225.51%**

SALARY & BENEFIT EXPENSE - SEP

	Actual	Budget	Variance	% Variance
Salaries	$25,072,994	$22,004,908	($3,068,086)	(13.94%)
Benefits	$11,137,630	$10,714,607	($423,023)	(3.95%)
Overtime	$1,718,604	$735,032	($983,572)	(133.81%)
Contract Labor	$2,294,104	$801,890	($1,492,215)	(186.09%)
TOTAL	**$40,223,332**	**$34,256,436**	**($5,966,896)**	**(17.42%)**

EXPENSES - SEP

	Actual	Budget	Variance	% Variance
Professional Fees	$3,532,095	$3,693,709	$161,614	4.38%
Supplies	$12,164,157	$11,163,100	($1,001,058)	(8.97%)
Purchased Services	$5,748,312	$5,587,062	($161,250)	(2.89%)
Depreciation & Amortization	$2,094,002	$2,215,933	$121,931	5.50%
Repairs & Maintenance	$854,234	$674,002	($180,232)	(26.74%)
Utilities	$455,673	$388,435	($67,238)	(17.31%)
Other Expenses	$1,230,577	$1,350,941	$120,365	8.91%
Rental/Leases	$770,102	$733,311	($36,791)	(5.02%)
Total Other Expenses	**$26,849,151**	**$25,806,492**	**($1,042,659)**	**(4.04%)**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Kirk Kerkorian School of Medicine Dean's Update**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. ***(For possible action)***

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
October 27, 2021

Agenda Item #
23

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **CEO Update**	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. ***(For possible action)***

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
October 27, 2021

Agenda Item #
24

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Emerging Issues**	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
October 27, 2021

Agenda Item #
25

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Closed Door Session**	**Back-up:**
Petitioner:	Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
October 27 2021

Agenda Item #
26