Audit and Finance Committee Meeting

Wednesday, December 9, 2020 2:00 pm

ProVidence Suite

Conference Dial-in Number: (844) 740-1264 Participant Access Code: 1774561408

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
December 9, 2020 2:00 p.m.
800 Hope Place, Las Vegas, Nevada
UMC Trauma Building, ProVidence Suite (5th Floor)

Notice is hereby given that a meeting of the UMC Governing Board Audit & Finance Committee has been called and will be held at the time and location indicated above, to consider the following matters:

Pursuant to the Governor's Emergency Directive on Public Meetings, this meeting will not be open to the public.

This will be a telephonic meeting. You may access the meeting by dialing 844-740-1264 and pass code 177 456 1408.

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 at University Medical Center 1800 W. Charleston Blvd. Las Vegas, NV (Principal Office).

If you wish to comment on an item marked "For Possible Action" appearing on this agenda, you may send an e-mail to publiccomment@umcsn.com. Please identify on which agenda item you are commenting. Any comments not so identified will be read at the end of the meeting.

- 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 at (702) 765-7949. The Audit & Finance Committee may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Audit & Finance Committee may remove an item from the agenda or delay discussion relating to an item at any time.

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

1. Public Comment

2. Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting of November 10, 2020. *(For possible action).*

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

SECTION 2: BUSINESS ITEMS

4. Receive an update report from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*

5. Review and recommend for approval by the Governing Board the Provider Services Agreement with HCP IPA Nevada, LLC; and take action as deemed appropriate. *(For possible action*

6. Review and recommend for approval by the Governing Board the Preferred Provider Agreement with Culinary Health Fund Administrative Services, LLC; and take action as deemed appropriate. *(For possible action)*

7. Review and recommend for ratification by the Governing Board the Commitment Agreement with Cepheid for the purchase of COVID-19 4-Plex Test Kits; and take action as deemed appropriate. *(For possible action)*

8. Review and recommend for approval by the Governing Board the award of Bid No. 2020-07, Pharmacy Clean Room Design and Build Project, to Martin-Harris Construction, LLC, the lowest responsive and responsible bidder; and take action as deemed appropriate. *(For possible action)*

9. Review and recommend for approval by the Governing Board the Product Supply Agreement with Praxair Distribution, Inc. for bulk oxygen; and take action as deemed appropriate. *(For possible action)*

10. Review and recommend for approval by the Governing Board the Professional Services Agreement for Cardiovascular and Thoracic Surgery Clinical Coverage with Martin, MD, Mavroidis, MD, Dhudshia, MD & Feikes, MD, Cardiovascular Surgical Services, Ltd. d/b/a Cardiovascular Surgery of Southern Nevada; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

11. Review and recommend for approval by the Governing Board the Professional Services Agreement for Cardiovascular Anesthesiology On-Call Coverage with Fielden, Hanson, Isaacs, Miyada, Robison, Yeh, Ltd. d/b/a USAP-Nevada; and take action as deemed appropriate. *(For possible action)*

12. Review and recommend for approval by the Governing Board the Master Services Agreement and Statements of Work with Primaris Holdings, Inc.; authorize the Chief Executive Officer to execute future statements of work within his delegation of authority; and take action as deemed appropriate. *(For possible action)*

13. Review and recommend for approval by the Governing Board the Master Services Agreement with Vizient, Inc. for quality management and software solutions; and take action as deemed appropriate. *(For possible action)*

14. Review and recommend for approval by the Governing Board the Agreement for Rapid Patient Service Desk Activation II with Bluetree Network, Inc.; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

15. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada (“UMC”) the Lease Contract for the Nellis Primary and Quick Care location with WRI Charleston Commons, LLC; and take action as deemed appropriate. *(For possible action)*

SECTION 3: EMERGING ISSUES

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

COMMENTS BY THE GENERAL PUBLIC

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

UMC ADMINISTRATION KEEPS THE OFFICIAL RECORD OF ALL PROCEEDINGS OF UMC GOVERNING BOARD AUDIT & FINANCE COMMITTEE. 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 UMC ADMINISTRATION. IF MATERIALS ARE TO BE DISTRIBUTED TO THE COMMITTEE, PLEASE PROVIDE SUFFICIENT COPIES FOR DISTRIBUTION TO UMC ADMINISTRATION.

THE COMMITTEE 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 Audit and Finance Committee Meeting
November 10, 2020

Delta Point Building, Emerald Conference Room (1st Floor)
901 Rancho Lane
Las Vegas, Clark County, Nevada

The University Medical Center Governing Board Audit and Finance Committee met at the location and date above, at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:01 p.m. by Chair Robyn Caspersen and the following members were present, which constituted a quorum.

CALL TO ORDER

Board Members:

Present:
Robyn Caspersen (via phone)
Harry Hagerty
Dr. Donald Mackay
Jeff Ellis (via phone)
Mary Lynn Palenik (via phone)
Christian Haase (via phone)

Absent:

Others Present:
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Maria Sexton, Chief Information Officer
Jacqueline Saites, Contracts Director
Susan Pitz, General Counsel
Emelia Allen, Attorney
Stephanie Ceccarelli, Board Secretary

SECTION 1. OPENING CEREMONIES

ITEM NO. 1 PUBLIC COMMENT

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

Speaker(s): None

ITEM NO. 2 Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting on October 21, 2020 *(For possible action)*

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

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

FINAL ACTION: A motion was made by Member Dr. MacKay that the agenda be approved. Motion carried by unanimous vote.

SECTION 2. BUSINESS ITEMS

ITEM NO. 4 Receive an update from Internal Audit on FY21 Project Plan; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- None submitted

DISCUSSION: Nathan Strohl, Internal Auditor, provided an update on the status of internal audits. Mr. Strohl said due to the pandemic, current and ongoing audits have been cancelled. A brief overview of internal control activities, including managing PPE supplies, conducting PAR audits and documenting inventory of COVID related supplies was provided. He added that new supply monitoring protocols can be put in place as a result of his experience working in materials management.

ITEM NO. 5 Receive an update report from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- None submitted

DISCUSSION: Ms. Wakem informed the Committee that the complete October financial results will be shared in December.

Volumes for October were 7.5% below prior year. Overall hospital CMI is 2.04, almost 19% above prior year and Medicare is 2.23, almost 34% above prior year. ER visits were down 18.8%. The ED to admission conversion rate was up 3% over prior year.

BDO update was provided. Financial statement auditors are conducting the financial statement audit, as well as an audit of federal funding received for the Ryan White Program and the Cares Act. Preliminary criteria from CMS has been received, but they are awaiting final criteria.

The annual Medicare cost report is due the end of November. DSH auditors are kicking off their FY18 DSH audit.

Lastly, she provided an update on the unallocated Cares Act funding. The application to request additional funding was submitted November 6th. An update will be provided as information becomes available.

FINAL ACTION TAKEN: None taken

DRAFT

ITEM NO. 6 **Review and recommend for ratification by the Governing Board the Emergency Purchase Order with Florida Import Experts, Inc. for COVID-19 Gloves; and take action as deemed appropriate. *(For possible action)***

DOCUMENTS SUBMITTED:
- Florida Import Experts, Inc. Purchase Order
- Florida Imports Experts Disclosure of Ownership

DISCUSSION: This was a volume order to purchase exam gloves. A prompt payment discount was provided on orders.

FINAL ACTION TAKEN: A motion was made by Member Hagerty to approve and make a recommendation to the Governing Board to ratify the agreement. Motion carried by unanimous vote.

ITEM NO. 7 **Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada ("UMC") Amendment No. 4 to the Group Enrollment Agreement with Health Plan of Nevada, Inc. to provide health care coverage to UMC employees, dependents, and retirees through a Health Maintenance Organization; and take action as deemed appropriate. *(For possible action)***

DOCUMENTS SUBMITTED:
- HPN Group Enrollment Agreement – Fourth Amendment
- HPN Disclosure of Ownership

DISCUSSION: This is the 4th of six renewal terms. This is the HMO option which extends the terms and increases the rates. This includes an increase in the prescription drug benefits. We are anticipating $15.8 million in variable costs, based on the number of participants.

FINAL ACTION TAKEN: A motion was made by Member Dr. Mackay to approve and make a recommendation to the Board of Hospital Trustees to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 8 **Review and recommend for approval by the Governing Board the First Amendment to Agreement for Data Engineering Consultation with Shannon Kane-Saenz; and take action as deemed appropriate. *(For possible action)***

DOCUMENTS SUBMITTED:
- Shannon Kane-Saenz – Amendment One
- Shannon Kane-Saenz Disclosure of Ownership

DISCUSSION: This is a request to adds additional funds to the base contract to extend services for data engineering consultation.

Ms. Wakem added that the consultant builds all the programming to input data from Epic into Kaufman Hall and build out the forecasting modules. The module is estimated to be complete in 3rd quarter.

DRAFT

FINAL ACTION TAKEN: A motion was made by Member Hagerty to approve and make a recommendation to the Governing Board to approve the amendment. Motion carried by unanimous vote.

ITEM NO. 9 Review and recommend for approval by the Governing Board the Pyxis Medication Management upgrade project with CareFusion Solutions, LLC; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Care Fusion Customer Order
- Multi-Product Implementation Timeline
- BD Pyxis Customer Order Attachment
- BD Pyxis Interop EPIC Customer Order Attachment
- UMCSN FMO Amendment CB Edits
- Disclosure of Ownership
- CareFusion Sourcing Letter
- UMCSN Business Associate Agreement

DISCUSSION: This is an enterprise medicine management solution. This is an upgrade to the current system and will allow medications to be located in multiple areas of the facility and will cut down on fulfillment of requests. It will assist in medication distribution which is helpful in tracking the medication and the amount being dispensed. There are no additional costs and there will be a cost savings of $29K.

FINAL ACTION TAKEN: A motion was made by Member Dr. Mackay to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 10 Review and recommend for award by the Governing Board RFP No. 2020-16 Workers' Compensation Services to FIRM Revenue Cycle Management Services, Inc.; authorize the Chief Executive Officer to sign the Agreement and exercise any extension options; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Workers' Compensation Services Agreement

DISCUSSION: This agreement is for a potential 5-year term to assist with workers' compensation claims on a contingency based fee. A cost savings is included on any contingency fee paid.

FINAL ACTION TAKEN: A motion was made by Member Hagerty to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 11 Review and recommend for approval by the Governing Board the License/Service Orders with MediQuant, LLC; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- License and/or Service Order #5
- License and/or Service Orders #6
- MediQuant Disclosure of Ownership

DISCUSSION: These are additional license orders that will allow data to be migrated as a part of our lab project. This will allow data will be archived. This is a cost savings.

Maria Sexton, CIO added that we will go live with Beaker on April 6, 2021.

FINAL ACTION TAKEN: A motion was made by Member Dr. Mackay to approve and make a recommendation to the Governing Board to approve the agreements. Motion carried by unanimous vote.

SECTION 3: EMERGING ISSUES

ITEM NO. 12 Identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. (*For possible action)*

None

COMMENTS BY THE GENERAL PUBLIC: None

At this time, Chair Caspersen asked if there were any persons present in the audience wishing to be heard on any items not listed on the posted agenda.

SPEAKERS(S): None

There being no further business to come before the Committee at this time, at the hour of 2:45 p.m., Chair Caspersen adjourned the meeting.

MINUTES APPROVED:
Minutes Prepared by: Stephanie Ceccarelli

DRAFT

Contracts Report Out - December 2020

Audit and Finance Committee Agenda 12/9/20

Agreements with a P&L Impact												
Item #	**Bid/RFP# or CBE**	**Vendor on GPO?**	**Contract Name**	**New Contract/Option Exercise or SOW Modification**	**Are Terms/Conditions the same?**	**This Contract Term**	**Out Clause**	**Contract Value**	**Capital/Maintenance and Support**	**Savings/Cost Increase**	**Requesting Department**	**Description/Comments**
7	NRS 332.112	No	Cephied 4-Plex COVID Purchase Agreement	New Contract	No	2 years	Budget Act	Base Contract: Est $1,400,000	None	None	Pathology	Purchase Agreement for COVID testing solution to guarantee pricing and spend commitment through 12/31/2022.
8	Bid 2020-07	No	Pharmacy Clean Room Design & Build Project	New Contract	No	182 days	Upon notice w/o cause	Base Contract NTE $1,882,040	Capital $1,822,040	None	Pharmacy	Project includes design, engineering, project management, and various supplies. Additionally, services supporting professional installation, Clean Room certification, start up, required permits, fees, inspections and final clearances necessary to operate the Clean Room environments and support spaces are included.
9	S 450.525 & NRS 450.53	Yes	Praxair Distribution, Inc.	New Contract	No	5 years	365 days written notice	Base Contract NTE $2,100,000	None	Increase / $221,000 per year	Respiratory	Bulk Oxygen (disposable) Supply Agreement for use throughout entire hospital. Essential for many departments and treatments including anesthesia.
10	NRS 332.115(1)(b)	No	Martin, MD, Mavroidis, MD, Dhudshia, MD & Feikes, MD, Cardiovascular Surgical Services, Ltd. d/b/a Cardiovascular Surgery of Southern Nevada	New Contract	No	3 Years, with Two (1)-Year Options	180 days w/o cause	Base Contract NTE $7,215,000	None	None	Surgery	Provide emergency and on-call cardiovascular and thoracic surgery services with consultative coverage on a 24/7 basis to treat Hospital's inpatients, outpatients, Emergency Department patients, and Trauma Department patients, in accordance with the schedule maintained by Medical Staff.
11	NRS 332.115(1)(b)	No	Fielden, Hanson, Isaacs, Miyada, Robison, Yeh, Ltd. d/b/a USAP-Nevada	New Contract	No	2 Years	90 days w/o cause	Base Contract NTE $474,500	None	Increase / $18,250 per year	Surgery	Provide 24/7 emergency and on-call cardiovascular anesthesia services for UMC's inpatients and outpatients, including Emergency Department and Trauma Department patients, in accordance with the call schedule maintained by Medical Staff.
12	NRS 332.115(1)(b)	No	Primaris Holdings	New Contract	Yes	3 years, with Two (1)-year Automatic Renewals	60 days w/o cause	Base Contract NTE $350,000	None	Savings $2,000/ month	CQPS	Abstraction of Medical Records. Savings are due to decrease in scope of work
13	NRS 332.115.1(h)	No	Vizient Clinical Database and Resource Manager LicenseAgreement	New Contract	No	3 Years, with Two (1)-Year Options	30 days w/cause	Base Contract NTE: $1,418,097	None	None	Information Technology	Vendor to provide software licensing to support CMS requirements to submit Core Measures Reporting, Clinical Database, and Resource Manager requirements.
14	NRS 332.112	No	BlueTree Network RSDA II	New Contract	Yes	13 months	30 days w/o cause	Base Contract: NTE $4,800,000	None	None	Information Technology	Agreement to provide Rapid Service Desk Activation to support incoming mychart calls for patient registration during COVID testing effort.
15	N/A	No	Lease Contract for Nellis Primary and Quick Care Location	New Contract	No	5 years	For cause or fiscal fund-out	Base Contract NTE $ $1,532,127.53	None	None	Medical Staff Services and Ambulatory Care	New Lease Contract for Nellis Primary and Quick Care location.

Contracts Report Out - December 2020

Audit and Finance Committee Agenda 12/9/20

Agreements with $0 P&L impact and/or positive P&L impact (i.e. grants)												
Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/Option Exercise or SOW Modification	Are Terms/Conditions the same?	This Contract Term	Out Clause	Estimated Revenue			Requesting Dept.	Description/Comments
5	NRS 332.115(1)(f)	No	HCP IPA Nevada, LLC	New Contract	N/A	3 Years	180 days w/o cause prior to any anniversary period	Revenue to hospital based on volume	None	None	Managed Care	Insurance Plan to provide its members continued healthcare access to the UMC Hospital and its associated Urgent Care facilities, and to adjust the Urgent Care reimbursement.
6	NRS 332.115(1)(f)	No	Culinary Health Fund Administrative Services, LLC	New Contract	N/A	3 Years	90 days w/o cause	Revenue to hospital based on volume	None	None	Managed Care	Insurance Plan to add our Hospital based employed providers to the Agreement and to adjust the Urgent Care reimbursement.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue: **CFO Update**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: **That the Audit and Finance Committee receive an update report from the Chief Financial Officer; and direct staff accordingly.** ***(For possible action)***	

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will provide an update on any financial matters of interest to the Board.

Cleared for Agenda
December 9, 2020

Agenda Item #

4

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Provider Services Agreement with HCP IPA Nevada, LLC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Provider Services Agreement with HCP IPA Nevada, LLC; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: 1/1/2021 to 12/31/2023
Amount: Revenue based on volume
Out Clause: 180 days w/o cause prior to any anniversary period

BACKGROUND:

Since November 2002, UMC has had an agreement with HCP IPA Nevada, LLC ("HCP IPA") (previously called "The Physician's IPA") for managed care services. This request is to enter into a new agreement with HCP IPA to provide its members continued healthcare access to the UMC Hospital and its associated Urgent Care facilities, and to adjust the Urgent Care reimbursement. The Agreement term is for three (3) years effective January 1, 2021 unless terminated for convenience with a 180-day written notice prior to any anniversary period.

UMC's Director of Managed Care has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

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

Cleared for Agenda
December 9, 2020

Agenda Item #
5

PROVIDER SERVICES AGREEMENT

This PROVIDER SERVICES AGREEMENT ("Agreement") between HCP IPA Nevada, LLC, a Nevada limited liability company ("Company"), and University Medical Center of Southern Nevada, an acute care hospital, which employs primary care physicians licensed to practice medicine in the State of Nevada (hereinafter referred to as "Provider"), is effective as of the effective date set forth on the signature page ("Effective Date").

RECITALS

WHEREAS, Company arranges for the delivery of health services to Members (defined below) through its network of providers under contract with Company;

WHEREAS, Company enters into agreements with Plans (defined below) to arrange for the provision of certain Covered Services (defined below) for Members; and

WHEREAS, Company and Provider desire to enter into this Agreement for Provider to provide or arrange for the provision of certain Covered Services to Members in accordance with Company's agreements with Plans.

NOW THEREFORE, the parties agree as follows:

ARTICLE I – DEFINITIONS

Under this Agreement, capitalized terms are defined as set forth below:

1.1 "Affiliate" means an entity (i) that directly or indirectly owns or is owned by Company; (ii) that is, directly or indirectly, controlling or controlled by Company; or (iii) that is, directly or indirectly, under common ownership, control or management with Company.

1.2 "Associate Provider" means a UMC PCP and UMC-Non Physicians Provider who is employed by or under contract with, Provider and provides Covered Services under this Agreement.

1.3 "Authorization" or "Authorized" means the written approval by Company, required to be obtained by Provider in accordance with the Provider Manual, before (i) a Member may be admitted to an Institutional Provider, (ii) referring a Member to a provider, or (iii) providing Covered Services (other than Emergency Services) to a Member.

1.4 "Benefit Plan" means a certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other format, under which a Payor is obligated to provide coverage of Covered Services for a Member.

1.5 "CMS" means the Centers for Medicare and Medicaid Services, an administrative agency of the United States government responsible for administering the federal Medicare and Medicaid programs.

1.6 "Cost Share" means the portion of the cost of Covered Services the Member is obligated to pay directly to Provider under the Member's Benefit Plan (e.g. deductibles, co-insurance, or copayments), and the Provider is responsible to collect directly from the Member.

1.7 "Covered Services" means Medically Necessary health care services a Member is eligible to receive under the Member's Benefit Plan.

1.8 "Emergency Services" means the services necessary in the event of an emergency, as defined in the Member's Benefit Plan.

1.9 "Institutional Provider" means a hospital, skilled nursing facility or long-term care facility.

1.10 "Medical Director" means a physician authorized by Company to administer Company medical affairs and serve as Company's medical liaison to Plans and Participating Providers.

1.11 "Medically Necessary" or "Medical Necessity" has the meaning set forth in the Member's Benefit Plan.

1.12 "Member" means an individual eligible to receive Covered Services under a Benefit Plan, including any eligible dependents and beneficiaries, who is assigned to Company by Plan to provide or arrange the provision of Covered Services.

1.13 "Participating Institutional Provider" means an Institutional Provider contracted with Company and/or the applicable Plan to provide certain Covered Services to Members.

1.14 "UMC PCP" means a duly licensed doctor of medicine or osteopathy who is Board Certified or eligible in his/her medical specialty field of Family Practice, General Practice, Internal Medicine, is required to provide certain Covered Services to Members who have selected or been assigned to the UMC Professional, and to assume primary responsibility for arranging and coordination the overall health care of such Members.

1.15 "Non - Physician Provider" is a surgical assistant, physician assistant, nurse practitioner, physical therapist, occupational therapist, mental health provider, or licensed social worker, who is duly authorized under the laws of the jurisdiction in which Covered Services are provided, and who renders Covered Services as an employee or subcontractor of UMC. However, a subcontractor of UMC is a UMC PCP and a UMC Non-Physician Provider only with regard to services rendered to patients of UMC and billed under UMC tax identification number. Additionally, a subcontractor shall only be considered a "UMC PCP" and/or a Non-Physician Provider" with regard to those services rendered only in those locations listed in Attachment D-2 of this Agreement, which may be amended from time to time.

1.16 UMC Professional is a UMC PCP or/a UMC Non-Physician Provider.

1.17 "Participating Physician" means a physician contracted with Company to provide certain Covered Services to Members.

1.18 "Participating Provider" means a Participating Physician, Participating Institutional Provider, UMC PCP, UMC Non Physician Provider, health care facility, medical group, home health care agency, outpatient dialysis center, or any other health care provider involved in the delivery of health care services under an agreement with Company for the provision of certain Covered Services to Members.

1.19 "Payor" means the party contractually obligated to generate payment for Covered Services. This party may be Company, the Plan, or another party.

1.20 "Payor Agreement" means a written agreement between Company and a Plan that requires Company Participating Providers to provide or arrange for the provision of certain Covered Services to Members.

1.21 "Plan" means a health care service plan, federally qualified health maintenance organization, including a plan licensed under the Employee Retirement Income Security Act ("ERISA"), or a government program, under contract with Company for Company to provide or arrange for the provision of Covered Services to a Member.

1.22 "Provider" means UMC hospital, (which employs primary care physicians and Non-Physician Providers). that enters into this Agreement. All references to Provider apply to Associate Providers with respect to the provision of Covered Services.

1.23 "Provider Manual" means Company documents containing administrative guidelines and procedures, including policies and procedures pertaining to Authorization procedures, physician credentialing, recredentialing, utilization review, operational standards, appeals, sanctions, claim submission, medical cost management, quality assurance and other protocols, required to manage Company's provider network and maintain the cost effective delivery of quality health care. The Provider Manual includes applicable Plan policies, procedures, and manuals made available to Provider by Plan or Company.

1.24 "State" means the State of Nevada.

ARTICLE II – PARTICIPATION REQUIREMENTS

2.1 **Representations**. Provider represents and warrants:

a. Provider is authorized to do business in the State;

b. Each Associate Provider is licensed to practice medicine in the State, is in good standing with the applicable State professional licensing agency, and maintains a Drug Enforcement Administration ("DEA") Controlled Substance Certificate, as applicable to Associate Provider's practice;

c. Each Associate Provider will maintain his/her professional competence and skills commensurate with the medical standards of the community and as required by applicable law;

d. Each physician Associate Provider is currently board certified, or board eligible, as applicable, unless otherwise waived by Company;

e. If Provider's medical practice requires Associate Provider(s) to admit patients to or provide medical services at a hospital(s), those Associate Provider(s) will remain in good standing on the medical staff of a Participating Institutional Provider designated by Company within the geographic area in which Provider renders Covered Services, with privileges in Associate Provider's specialty, during the term of this Agreement;

f. Neither Provider nor any Associate Provider is subject to any oral or written agreement that prohibits, restricts or otherwise could interfere with Provider's ability to provide Covered Services or perform its obligations under this Agreement; and

g. Neither Provider nor any Associate Provider has opted out of participation in Medicare or is excluded from participation in, or otherwise sanctioned under, Medicare or any other federal or state health care program.

2.2 **Plan Participation**. The specific Payors, Plans, and products supported by this Agreement are specified in ATTACHMENT D-3.

2.3 **Covered Services**. UMC Professionals will provide Covered Services within the scope of UMC Professional's licensing, training, experience and qualifications, and consistent with accepted standards of medical practice, applicable Plan agreements, the Provider Manual, and the Agreement. UMC Professionals will devote sufficient time, attention and energy necessary for the competent and effective performance of UMC Professional's duties under this Agreement. If any Associate Provider is terminated under this Agreement or Provider's contract with the Associate Provider, Provider will remain responsible for providing or arranging Covered Services through remaining Associate Providers and will remain financially responsible for Covered Services provided to Members for which Company has compensated Provider. Provider will be responsible for responding to emergent needs of Members unless other arrangements are made by Company. Provider will supply all necessary office personnel, equipment, instruments and supplies required to perform Covered Services and which are usual and customary for a medical practice in Provider's community.

2.4 **Associate Providers and Covering Physicians**.

2.4.1 Associate Provider Representations. Provider: (a) warrants and represents it has the authority to contract on behalf of Associate Provider(s) and obligate them to comply with this Agreement; (b) must communicate the terms of this Agreement, except rates of compensation, to each Associate Provider; (c) will ensure each Associate Provider complies with this Agreement; and (d) will ensure no Associate Provider provides Covered Services until Company credentials the provider and the provider meets Company's credentialing standards.

2.4.2 Provider and Associate Provider Information. Provider will provide Company with at least thirty (30) days prior written notice, or as soon as reasonably possible, of any change in Provider's or an Associate Provider's information, including contact information, or the addition or departure of any Associate Provider to Provider's practice under this Agreement.

2.4.3 Covering Physician. If Provider cannot provide Covered Services as needed, Provider will arrange for the Covered Services to be provided by a Participating Provider. If Provider cannot secure the services of a Participating Provider, Provider will secure the services of a covering physician to render or arrange the Covered Services, subject to Company and Provider Manual requirements, and ensure the covering physician meets the Associate Provider requirements in this Agreement. Provider will notify Company in writing of, and Company must

approve in writing, the covering physician, but Company cannot unreasonably withhold or delay its approval. Provider will ensure the covering physician and any health care provider(s) who provide services associated with the covering physician's services, look solely to Provider for compensation and comply with Provider's obligations under this Agreement.

2.5 **Notice Requirements**. Provider will immediately notify Company in writing if any of the following occur ("Notice Events"):

2.5.1 Provider's or any Associate Provider's license to practice medicine, DEA Controlled Substance Certificate, or authority to operate in the State is revoked, suspended, modified, or restricted, or Provider or Associate Provider is otherwise disciplined by an applicable regulatory agency or professional licensing board.

2.5.2 Provider's or any Associate Provider's medical staff membership or clinical privileges at a general acute care hospital are terminated, suspended, reduced, modified or restricted.

2.5.3 Provider or any Associate Provider does not comply with the insurance requirements in this Agreement.

2.5.4 Provider or any Associate Provider opts out of participation in Medicare or is excluded from participation in, or otherwise sanctioned under, Medicare or any other federal or state health care program.

2.5.5 Provider or Associate Provider allows an individual excluded from participation under any federal or state health care program, including Medicare, to provide any service to a Member.

2.5.6 A malpractice claim is settlement or judgment of a malpractice claim entered into by Provider as it relates to Provider's duties and engagement with Company under this Agreement.

2.5.7 Provider or any Associate Provider is indicted for or convicted of a felony or misdemeanor.

2.5.8 Provider or any Associate Provider becomes dismembered, disabled, or otherwise incapable of performing its obligations under this Agreement.

2.6 **Compliance Requirements**. Provider will comply with:

2.6.1 Regulatory and Licensing Requirements. Provider will comply with applicable law, including regulatory agency and licensing board requirements, professionally recognized standards of health care, and ethical standards.

2.6.2 Provider Manual. Provider will comply with the Provider Manual, including requirements applicable to Company's provider network and Provider's performance under this Agreement. Company will make the Provider Manual available to Provider. Company may amend the Provider Manual in its discretion and notify Provider within 30 days prior of any material impact changes

2.6.3 Pharmaceutical Formularies. Provider will comply with pharmaceutical formularies developed or adopted by Company or Plan, as designated by Company, unless Medical Necessity dictates otherwise.

2.6.4 Quality Programs. Provider will comply with quality program requirements identified by Company, including the National Committee for Quality Assurance ("NCQA"), the Healthcare Effectiveness Data and Information Set ("HEDIS"), and other applicable accrediting agency. Provider will cooperate with Medical Directors and Plan medical directors in their review of the quality of care provided to Members. Provider will provide information required by Company or a Plan to demonstrate compliance with the requirements, including Provider's performance data for quality improvement activities.

2.6.5 Utilization Review and Referral Programs. Provider will comply with Company's utilization review and referral management programs, and the Provider Manual. Before providing any non-Emergency Services, Provider will determine if the service requires Authorization by reviewing Company's and the applicable Plan's Authorization requirements or by contacting Company's Authorization department.

2.6.5 Eligibility. Except for Emergency Services, Provider will verify each Member's eligibility with Company or the applicable Plan before providing Covered Services. Neither Company nor the applicable Plan will compensate Provider for any services rendered to a person not eligible to receive Covered Services

2.6.6 Complaint and Grievance Procedures. Provider will comply with Company's and Plan's complaint and grievance procedures as set forth in the Provider Manual.

2.7 **Credentialing**. Provider will comply with the credentialing and recredentialing requirements identified in the Provider Manual. This Agreement is contingent on Provider and each Associate Provider successfully completing Company's or Plan's credentialing process, as applicable. Neither Company nor Member will be financially responsible for Covered Services provided by an Associate Provider not credentialed by Company.

2.8 **Consent to Obtain Information**. Provider grants Company permission to access all information, including records, summaries of records, reports, files or data related to Provider's or any Associate Provider's professional qualifications, Provider's fitness to perform duties under this Agreement. Provider releases Company, its employees and its authorized agents from any liability and expense Provider, its employees or its authorized agents incur because of any action taken by Company under this Section.

2.9 **Member Access Requirements**. Provider will comply with the following Member access requirements:

2.9.1 Access Standards. Provider will comply with appointment and phone access standards within the time frames as required by law and as set forth in this Agreement and the Provider Manual. Provider will provide or arrange for Covered Services to Members during Provider's normal, reasonable business hours. Provider will not limit Member appointments to certain days or hours. Provider will provide or arrange for the provision of Emergency Services 24 hours a day, 7 days a week. Provider will comply with Company's language assistance program standards developed pursuant to applicable State or Federal law.

2.9.2 Acceptance of Members. Provider will accept Members according to Company and Plan requirements. Provider will provide Company with at least forty-five (45) days prior written notice before closing its patient panel to any new Member. Any panel closure must apply to every independent physician association, medical group or health plan contracted with Provider. Provider will not close its panel to a Member who transfers from one Benefit Plan to another Benefit Plan. Provider will provide Company at least five (5) days prior written notice if it re-opens its patient panel to new patients. If Provider or Company determines Provider cannot provide effective medical care to any Member(s), Company and Provider will cooperate to transfer those Member(s) to another Participating Provider. Neither Company nor any Plan must assign, transfer or refer any minimum or maximum number of Members to Provider.

2.9.3 Panel Closure by Company. If patient safety, access to care, or quality of care are significantly compromised, Company is required by law or by a Plan, Company may immediately close Provider's panel to new Members in any Benefit Plan. If Company reasonably determines Provider's panel should be closed for any other clinical or commercially reasonable reason, Company may close Provider's panel to new Members in any Benefit Plan upon at least ninety (90) days prior written notice to Provider. Provider may request a meet and confer with Company within the notice period to discuss in good faith Company's decision. If the parties cannot reach a resolution, either party may exercise its rights to dispute resolution in accordance with this Agreement.

2.9.4 Panel Closure. Provider shall accept Members according to guidelines from Company and/or Health Plans. An exception may be made only with written consent from Company. Provider shall not close their panel to any existing Members even if the Member transfers from one Health Plan to another. Provider may request of Company and Company shall assist Provider in transferring Members to another Participating Provider in the event Provider is unable to provide effective medical care to Members.

2.10 **Non-Discrimination**. Provider will: (a) not differentiate or discriminate in the provision of Covered Services to Members because of race, color, creed, ethnicity, national origin, ancestry, religion, sex, marital status, sexual orientation, age (except as provided by law), physical or mental handicap, or health status, such as End Stage Renal Disease, claims experience, medical history, evidence of insurability (including conditions arising out of acts of domestic violence), disability, genetic information or source of payment, and (b) render Covered Services to Members in the same manner, in accordance with the same standards, and within the same time availability as offered to non-Members consistent with State law requirements and existing medical, ethical and legal requirements for providing continuity of care.

2.11 **Treatment Communications**. Nothing in this Agreement is intended to prohibit any communication between Provider and a Member: (i) necessary or appropriate for the diagnosis and treatment of the Member, regardless of Benefit Plan limitations, or (ii) regarding changes to Provider's practice, if any those changes are not otherwise in breach of this Agreement.

2.12 **Insurance**. Provider will comply with the following Provider insurance requirements: Provider is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Provider are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Provider will provide Company with a Certificate of Coverage prepared by its Risk Management Department certifying such self-coverage. Provider will ensure that UMC Professionals are covered by liability insurance. Prior to the Effective Date of this Agreement and within ten (10) days of each policy renewal thereafter, Provider shall submit to Company in writing evidence of insurance coverage.

Company will procure and maintain, at its sole cost and expense, professional and general liability and other insurance, or an actuarially sound program of self-insurance, necessary to protect Company's employees against claims, liabilities, damages or judgments that arise out of services provided by Company's employees under this Agreement.

2.13 **Delegation of Obligations**. Company may subcontract performance of its obligations under this Agreement. Company has not under this Agreement delegated to Provider any of its administrative obligations to a Plan or Payor. Provider may contract with another provider to provide Covered Services as set forth in this Agreement.

2.14 **Marketing Services**. Company and each Plan may use Provider's and any Associate Provider's name, address, telephone number, type of practice, panel status and other similar information in a Company or Plan directory of Participating Providers. Use of Provider's and any Associate Provider's name, address, telephone number, type of practice, panel status and other similar information in other marketing materials or forums require Provider's prior approval.

2.15 **Intentionally Omitted**.

2.16 **Conflicts of Interest**. Provider will not have any arrangement that may adversely influence Provider's judgment in providing Covered Services or other health care services to patients, or any other direct or indirect conflict of interest with respect to providing Covered Services. If Provider identifies any such arrangement or conflict of interest of Provider or any Associate Provider, Provider will (i) immediately notify Company, and (ii) take any necessary action to ensure the provision of Covered Services is not adversely influenced by the arrangement or conflict of interest.

2.17 **Intentionally Omitted**.

ARTICLE III – COMPENSATION

3.2 **Compensation**. Provider will accept the compensation set forth in Exhibit A, less any Cost Share, as payment in full for Covered Services. Provider will hold Company and Members harmless for any difference between the applicable compensation rates in Exhibit A and the rates in an agreement Provider may have with a Payor. If the payment amount Company receives from CMS, a State Medicaid program or a Plan, directly or indirectly, prospectively or retroactively, is increased or reduced because of changes in federal or State law, regulations, or guidance, Company may increase or reduce payments owed to Provider commensurate with Company's increase or reduction in funds.

3.3 **Acknowledgement of Other Payors**. Company may not be the Payor for certain Covered Services to Members. If a Payor other than Company is financially responsible to compensate Provider for Covered Services provided by Provider, Provider will look solely to the other Payor for compensation and will not bill Company or the Member for Covered Services. Other Payors, as applicable, are listed in Attachment D-3. Company will, upon Provider's request, provide Provider with information on the Covered Services Company for which Company is not financially responsible under a Payor Agreement. Provider may bill the Payor directly for those Covered Services, and the compensation will be determined by Payor and Provider.

3.4 **Retroactive Adjustments**.

Dis-enrollments. If CMS or a Plan notifies Company or Payor of a retroactive disenrollment of a Member, Company or Payor may retroactively deny payment for Covered Services furnished to the Member and will send

immediate written notice of the denial to Provider. Provider will repay the amount within forty-five (45) days of receipt of notice from Company or Payor.

3.4.1 Medical Necessity. Company will not retroactively deny payment for previously Authorized Covered Services on the basis of Medical Necessity, unless the clinical justification communicated to Company or Plan to obtain the Authorization varies from the clinical presentation of the Member in the Member's medical records or on the claim form.

3.5 **Third Party Recovery**. Provider shall cooperate with Company and provide Company with the information Company requires to pursue medical liens, worker's compensation liens or other similar third party recovery for Covered Services provided to a Member ("Third Party Recovery").

3.5 **Member Billing**. Except as provided in Section 3.2, Provider will look solely to Payor for compensation for Covered Services and will not bill, charge, collect a deposit from, or seek compensation from, a Member or Plan (unless the Plan is the Payor) for Covered Services, except for applicable Cost Share, including in the event of nonpayment by the Payor, insolvency of the Payor, or breach of this Agreement. Neither Provider or Provider's agent, trustee or assignee may maintain any action at law against a Member to collect sums owed by Payor for Covered Services provided to the Member under this Agreement.

3.6 **Member Responsibility**. Provider will bill and collect from Member all Cost Share in accordance with the applicable Benefit Plan. Provider may bill and collect charges from a Member for non-Covered Services provided to a Member if, prior to providing the services, Provider obtains written acknowledgment from the Member that the services are not Covered Services and the Member has sole financial responsibility for compensating Provider for the services.

3.7 **Quality Incentive Programs**. Provider may be eligible to participate in Company's quality incentive programs, as set forth in Attachment A-4.

3.8 **Fair Market Value**. The parties have negotiated at arm's length for the compensation under this Agreement, and the compensation is fair market value and not based in any way on the volume or value of referrals. No compensation under this Agreement is made (a) as an inducement to reduce or limit Covered Services to a Member, or (b) to require either party to refer a patient to the other, or any affiliate of the other. All compensation under this Agreement must comply, and may be adjusted to remain in compliance, with applicable law, including the Medicare/Medicaid Anti-Kickback Statute and Section 1877 of the Social Security Act.

3.9 **Intentionally Omitted.**

ARTICLE IV – TERM AND TERMINATION

4.1 **Term of Agreement**. The term of this Agreement is 36 months commencing on January 1, 2021 ending on December 31, 2023 at 11:59 pm, unless terminated sooner in accordance with the provisions of this Agreement.

4.2 **Termination Without Cause.** Either party may terminate the Agreement without cause by providing at least one hundred and eighty (180) days prior written notice to the other party provided that any such termination may only occur on an annual anniversary date during the Term of the Agreement.

4.3 **Termination by Company**. Notwithstanding any conflicting provision of the Agreement, Company may, except as otherwise restricted by applicable law, terminate the Agreement immediately by providing written notice thereof to Provider if:

4.3.1 In the event of a Notice Event, whether or not Provider has provided written notice thereof;

4.3.2 Provider has not within sixty (60) days corrected a deficiency Company reported in writing to Provider related to the quality management program, utilization management program, preventive care services, credentialing, or any required reporting, as reasonably determined by Company;

4.3.3 Provider or Associate Provider engages in conduct that Company determines to be unethical; detrimental to patient safety or to the delivery of quality patient care; or contrary to the professional, clinical or operational

standards established by Company, including the inability of Provider or Associate Provider to work effectively with others;

4.3.4 As reasonably determined by Company, any Plan, governmental agency or other entity, Provider or Associate Provider improperly bills for professional medical services or provides inaccurate claims or Encounter Data (as defined in Exhibit A), including improper coding, or Provider fails to provide Encounter Data in accordance with industry standards for two (2) consecutive quarters or as defined by a Plan after notice of noncompliance from Company;

4.3.5 Provider or Associate Provider inappropriately refuses to provide Covered Services, repeatedly fails to be available to provide Covered Services, or is not available to provide Covered Services for a continuous period of greater than two (2) months during any one (1) year period.

4.3.6 Provider or Associate Provider is in breach of Section 7.2 of this Agreement;

4.3.7 Provider or Associate Provider fails to comply with any notification requirement in this Agreement; or

4.3.8 If Provider is a legal entity, (i) Provider ceases to be, in good standing under applicable State law

Any review of an immediate termination will be limited to whether the event causing the termination has occurred, unless otherwise required by the Provider Manual or by applicable federal or State laws and regulations. Company may immediately prohibit or restrict a Provider or Associate Provider from providing Covered Services to Members under this Agreement where failure to take such action may result in imminent danger to the health of a Member, if Company provides Provider with notice and hearing rights required by federal or State law.

4.4 **Termination for Material Breach.** Either party may terminate this Agreement if the other party materially breaches the Agreement by providing the other party with at least sixty (60) days prior written notice thereof, specifying the nature of the material breach, if the party receiving notice does not cure the material breach within the notice period. If the breaching party fails to cure the material breach to the satisfaction of the party providing notice, this Agreement will automatically terminate upon expiration of the notice period unless the party issuing the termination notice rescinds or extends the notice.

4.5 **Termination Not an Exclusive Remedy.** Termination by either party under Section 4.2, 4.3, or 4.4 is not meant as an exclusive remedy and the terminating party may, in accordance with the dispute resolution procedures set forth in this Agreement, seek any action in law or equity it deems necessary to enforce its rights under this Agreement.

4.6 **Continuity of Care.** If either party provides notice of termination of this Agreement, Provider will identify in writing to Company all Members receiving treatment for an acute condition, serious chronic condition, high-risk pregnancy or pregnancy in the second or third trimester before the effective date of termination. Company or Plan will notify affected Members of the termination according to State “continuity of care” laws. Upon request from Company or Members, Provider will continue to provide Covered Services to a Member receiving Covered Services from Provider on the effective termination date of this Agreement for the continuing care period defined as the period beginning on the effective date of termination and continuing until the earlier of the date that Covered Services being rendered to the Member by Provider are completed (consistent with existing medical/ethical/legal requirements for providing continuity of care to a patient) (the “Continuing Care Period”), or until the date that Company or Plan makes provision for the assumption of such Covered Services by another provider. Provider will continue to provide Covered Services after the Continuing Care Period to the extent necessary to comply with applicable law. Company will reimburse Provider at the FFS rates specified in Exhibit A for the duration of a Member’s Continuing Care Period. The Member eligible for continuing care with Provider must pay the same Cost Share the Member would be required to pay to a Participating Provider under the Benefit Plan.

4.7 **Providers Rights upon Termination.** If Provider is entitled to a fair hearing under applicable law, Provider may request the hearing in writing within thirty (30) days following receipt of a termination notice from Company and in accordance with the Provider Manual.

4.8 **Removal from Plan Roster.** If a Plan notifies Company that the Plan wants to remove Provider from the Plan’s roster of participating providers, Company may terminate this Agreement or Provider’s participation in the Plan. The termination will be effective thirty (30) days after Company provides notice to Provider unless Company determines this Agreement or applicable law requires a longer period of time. Each Plan may sanction or terminate Provider if the Plan

finds that Provider has provided an inadequate quality of care or care that otherwise does not comply with the Plan's obligations to its Members under applicable law.

4.9 **Restriction, Suspension or Termination of Associate Providers.** Provider will immediately restrict, suspend or terminate an Associate Provider from providing or arranging Covered Services to Members if: (i) the Associate Provider does not meet the requirements of this Agreement applicable to the Associate Provider; (ii) if a Notice Event occurs with respect to the Associate Provider, even if Provider has not provided written notice thereof; (iii) Company or Provider reasonably determines the Associate Provider has serious deficiencies in professional competence, conduct, or quality of care which affects or could adversely affect the health or safety of Members; or (iv) Company or any Plan reasonably demands that the Associate Provider be restricted, suspended or terminated.

4.10 **Closure of Practice.** Provider must provide Company at least sixty (60) days prior written notice if Provider intends to close its medical practice. The notice must specify the closure date, and this Agreement will continue in effect until the closure. Provider will cooperate with Company to affect the orderly transfer of Provider's Members (including the transfer of any medical records of Members) to a Participating Provider and comply with any Plan requirements. If Provider closes its practice but continues to provide health care services through an affiliation with or employment by another physician group, independent physicians association, medical group or entity, Members will remain with Company. A sale of Provider's medical practice or the transfer, assignment or delegation of Provider's rights or interests under this Agreement is subject to Section 7.9 and 7.10.

4.11 **Relocation of Practice.** Provider must provide Company at least sixty (60) days prior written notice if Provider intends to relocate its medical practice more than twenty (20) miles outside of Provider's current service area. The notice must specify the relocation date, and this Agreement will continue in effect until the relocation date. Provider will cooperate with Company to affect the orderly transfer of Provider's Members (including the transfer of any medical records of Members) to a Participating Provider and comply with any Plan requirements.

4.12 **Intentionally Omitted**.

ARTICLE V – CONFIDENTIALITY AND MEDICAL RECORDS

5.1 **Confidentiality.** Company acknowledges that Hospital is public county owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239 and as such is contracts are public documents available to copying and inspection by the public. This Agreement shall not become effective until it is presented to, and approved during public meeting of Hospital's governing board. If Hospital receives a demand for the disclosure of any information related to this Agreement which Company has claimed to be confidential and proprietary, such as Company's programs, services, business practices or procedures, 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.

5.2 **Member Information**. Provider will maintain all Member information, including name, address, telephone number and other information that identifies a particular Member ("Member Information"), in compliance with applicable confidentiality and Member record and accuracy requirements. Provider will not disclose, directly or indirectly allow the disclosure of, or use any Member information for its own benefit or gain, except Provider may use a Member's name, address, telephone number, or medical information if Medically Necessary for proper treatment of the Member or upon prior written consent of Company, the applicable Plan and the Member.

5.3 **Medical Records**. Provider will maintain with respect to each Member receiving Covered Services hereunder a single standard medical record in a form containing the information, and preserved for the time period(s) required under Section 5.4 or, if greater, applicable law and Plan requirements. Provider will make such records available at no cost to other medical providers, subject to applicable confidentiality requirements, when such records are necessary for treating a Member. To the extent permitted by law, in accordance with procedures required by law, and upon receipt of at least three (3) business days' prior written notice from Company, Provider will permit Company to inspect and make copies of the medical records, and will provide copies of such records at no cost if Company secures such records electronically and at $0.25 per page if secured hard copy. Notwithstanding the foregoing, Company agrees to make best efforts to secure needed records "electronically" from Provider.

5.4 **Business Records**. Provider will maintain records relating to the provision of Covered Services, the cost of the Covered Services, and payments received by Provider from Company, Payors and Members (or from others on a

Member's behalf) in accordance with general standards and law applicable to such records, including standards related to privacy, confidentiality, accuracy, and timeliness of completion. Provider grants Company, Plans and Company's authorized representatives' access to such records at reasonable times upon request. Provider will maintain records related to this Agreement for the longest of the following: (a) ten (10) years from the termination of this Agreement; (b) ten (10) years from the provision of the applicable Covered Services; (c) the time required to complete any government audit initiated with respect to such records; (d) in the case of a minor, three (3) years following the date the minor reaches eighteen (18) years of age; or (e) the time required by applicable law. Provider will comply with any applicable obligations under HIPAA (as defined in Section 5.5 of this Agreement). Provider will during the foregoing time periods permit access to and inspection, audit and evaluation by Company, Plans, accrediting organizations, applicable state regulatory agencies, the United States Department of Health and Human Services, the United States Government Accountability Office, the Comptroller General of the United States, and their authorized designees at reasonable times and upon demand, all premises, facilities, equipment, books, records and any additional relevant information maintained or utilized by Provider in the performance of its obligations under this Agreement.

5.5 **HIPAA Obligations**.

5.5.1 Definitions. Terms used in this Section 5.5 will have the same meaning as those terms in the Security Standards, currently defined, in relevant part, as follows:

5.5.1.1 "Electronic Protected Health Information" means Protected Health Information transmitted by or maintained in Electronic Media.

5.5.1.2 "Electronic Media" means (1) electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including paper, via facsimile, of voice, and via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before transmission.

5.5.1.3 "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

5.5.2 Obligations of Provider. Provider may be considered a Covered Entity, as defined by 45 C.F.R. Section 160.103, with respect to Covered Services provided under this Agreement. As a Covered Entity, Provider will comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder (collectively, "HIPAA") and the Health Information Technology for Economic and Clinical Health (HITECH Act) provision of the American Recovery and Reinvestment Act of 2009. If Company receives Protected Health Information, as defined in 45 C.F.R. Section 164.501 as a Business Associate, as defined in 45 C.F.R. Section 160.103, Provider may be considered the subcontractor of a Business Associate. With respect to Electronic Protected Health Information, Provider will: (a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Provider creates, receives, maintains, or transmits on behalf of Company as required by the Security Standards; (b) ensure any agent, including a subcontractor, to whom Provider provides Electronic Protected Health Information agrees in writing to implement reasonable and appropriate safeguards to protect it; and (c) report to Company any Security Incident of which it becomes aware

5.5.3 Obligations of Company. Company may be considered a Business Associate of both Provider and Plans with respect to the services provided by Company under this Agreement. Company will comply with applicable provisions of HIPAA with respect to Protected Health Information received by Company from Provider or Plans.

ARTICLE VI – DISPUTE RESOLUTION

6.1 **Pre-Arbitration Dispute Resolution Procedure**. Provider must exhaust all applicable Company internal provider appeal procedures under this Agreement before invoking the dispute resolution and arbitration procedures in this Agreement.

6.1.1 If the parties cannot resolve a dispute under this Agreement in accordance with Section 6.1, through informal dispute resolution, or as otherwise required by law, either party may submit the dispute for resolution under binding arbitration administered by the American Health Lawyers Association ("AHLA") Dispute Resolution Service in accordance with the AHLA Rules of Procedure for Arbitration ("AHLA Rules"). The party wishing to pursue the dispute must initiate the arbitration within one (1) year after the date on which notice of the dispute was given or will be deemed to have waived its right to pursue the dispute in any forum. The arbitration must be held in Clark County, Nevada, and the arbitrator will select the time and location in accordance with the AHLA Rules. The arbitrator must apply State substantive law or federal substantive law where State law is preempted.

6.1.2 The arbitrator may grant any legal or equitable remedy provided by Nevada State law, except as set forth in this Agreement. No arbitrator will have the authority to allow class action arbitration or requiring consolidated arbitration involving any third party (ies), and any such ruling would require immediate judicial review. The arbitrator must provide a written award that includes factual findings and the legal reasons for the award. Any judicial review of the arbitrator's award will be governed by State law, except that the parties expressly grant a court of general jurisdiction in Clark County, Nevada, the authority to correct errors of law and modify the arbitrator's award to avoid errors of law. Any court of competent jurisdiction may enter judgment upon the arbitrator's award. Each party will be responsible for any and all of its costs associated with the arbitration, including attorneys' fees and expert fees, but the parties will equally share the expense of the arbitrator and any administrative fees.

6.1.3 Either party may seek injunctive relief or a temporary restraining order from a court of general jurisdiction in the State. The decision of the court with respect to the temporary relief requested will be subject to appeal as allowed under State law, but the court will not have authority to review or grant any request or demand for damages, restitution, or any other relief.

6.2 **Limitation of Liability**. Neither party will be liable for any amounts representing loss of revenues, loss of profits, loss of business, the multiple portion of any multiplied damage award, or incidental, indirect, consequential, special or punitive damages, whether arising in contract, tort (including negligence), or otherwise regardless of whether the parties have been advised of the possibility of such damages, arising in any way out of or relating to this Agreement.

ARTICLE VII – GENERAL PROVISIONS

7.1 **Independent Contractor**. The sole relationship between Company and Provider are that of independent contractors. This Agreement will not be construed to create a joint venture, relationship of partnership, employment or agency between Company and Provider. Provider will exercise its independent professional judgment, including the manner and means of diagnosing and treating Members.

7.2 **Non-Solicitation and Network Interference**. Company acknowledges and values that Provider maintains clinical relationships with Members in order to fulfill its obligations under the terms of this Agreement and that Provider maintains an important business relationship with Associate Providers. The business relationships between Company and its Members, Company and the Plans through which Members are enrolled, and Company and Participating Providers, and the lists of Members accepted by Provider, are Company's property. The clinical relationship between Provider and Members and the business relationship between Provider and Associate Providers, are Provider's property.

7.2.1 At no time while this Agreement is in effect, and for a two (2) year period following its termination, neither Provider nor any officer, employee, Associate Provider, or agent of Provider may directly or indirectly, for purposes of financial gain, solicit any Member, or a Company employed Participating Provider without Company's prior written consent. At no time while this Agreement is in effect, and for a two (2) year period following its termination, neither Company nor any officer, employee, or agent of Company may directly or indirectly, for purposes of financial gain, solicit any Member or Associate Provider without Provider's prior written consent.

7.2.2 Provider will not, directly or indirectly, disparage Company or any Company agent, employee or Participating Provider. Company will not, directly or indirectly, disparage Provider, an Associate Provider, or any Provider or Associate Provider agent or employee.

7.2.3 For purposes of this Agreement, "solicit" means any action by Provider or any officer, employee or agent of Provider that could be reasonably interpreted as: (1) intended to persuade a Member or Company employed Participating Provider to discontinue his/her relationship with Company; (2) intended to persuade a Member to disenroll from a Plan contracted with Company; (3) intended to persuade a Member to receive health care services from Provider on a fee-for-service basis; (4) intentionally causing or encouraging a prospective Member or Plan to not establish a relationship with Company; (5) intentional interference with negotiations conducted by Company; (6) use or disclosure to any third party of membership lists acquired during the term of this Agreement for the purpose of directly or indirectly soliciting individuals who were or are Members; or (7) an intentional interference with Company's property or contract rights.

7.2.4 Company and Provider agree the restraints in this Section 7.2 are reasonable as to time and scope. If a court of competent jurisdiction or an arbitrator(s) appointed under this Agreement holds that the restraints are unreasonable or unenforceable, the court or arbitrator must substitute the maximum time period or scope reasonable under the circumstances for the stated period or scope. Either party may terminate this Agreement and pursue any remedy or right at law or in equity, including specific performance, injunctive relief, and punitive damages, if the other party breaches this Section 7.2.

7.3 **Notices**. Any notice required or permitted under this Agreement must be in writing and hand-delivered, or sent by registered or certified mail, return receipt requested, with postage prepaid, or by overnight courier that guarantees next day delivery, to the other party's address set forth on the signature page of this Agreement. The parties may change the names and addresses on the signature page of this Agreement through written notice in compliance with this Section. Any notice sent by registered or certified mail will be deemed provided on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark date. Company may provide notice of Provider Manual modifications to Provider by posting such modifications on its web portal, as long as Company provides Provider with email or facsimile notice of such posting at Provider's email or facsimile number set forth on the signature page of this Agreement. All Provider Manual changes which pose a material financial impact to Provider must be in writing sent by registered or certified mail as described above.

7.4 **Plan Obligations**. Each Plan has the authority to perform and remains liable for the performance of its obligations that Company or Provider performs under this Agreement, even if the Plan has delegated those obligations to Company or Company has sub-delegated those obligations to Provider. This includes each Plan's authority to sanction or terminate Company or Provider as set forth in this Agreement.

7.5 **Indemnification**. Each party is solely responsible for its acts or omissions and for any claim, liability, injury, suit, demand, and expense which may result from or arise out of any malfeasance or neglect caused or alleged to have been caused by that party or its employees or representatives in performing or failing to perform any obligation under this Agreement. Company will indemnify and hold harmless Provider and its directors, officers, employees and agents from and against any claim, loss, damage, cost, expense (including reasonable attorney's fees) or liability to the extent arising out of or related to the indemnifying party's breach of this Agreement. To the extent expressly authorized by Nevada law, Provider will indemnify and hold harmless Company and its directors, officers, employees and agents from and against any claim, loss, damage, cost, expense (including reasonable attorney's fees) or liability to the extent arising out of or related to the indemnifying party's breach of this Agreement.

7.6 **Entire Agreement**. This Agreement constitutes the entire understanding of, and supersedes any and all agreements, either written or oral, between the parties with respect to its subject matter. Each party acknowledges that no representation, inducement, promise, or agreement, oral or otherwise, has been made by either party, or anyone acting on behalf of either party, not embodied herein.

7.6 **Exhibits**. All exhibits and other attachments referenced in the Agreement are incorporated into the Agreement. Any reference in the Agreement to an exhibit (for example, "Exhibit A") includes any attachments or schedules to the exhibit. One or more regulatory exhibits may be attached to this Agreement setting forth additional provisions required to satisfy regulatory requirements under applicable law. In the event of any inconsistency between a provision in a regulatory exhibit and any other provision of this Agreement, the provision in the regulatory exhibit will control if applicable.

7.7 **Amendment of Agreement**. Except as otherwise set forth in this Agreement or restricted by applicable law, the parties may only amend this Agreement as follows: (1) through mutual written agreement of the parties; (2) by Company in order to comply with a change required by a State or federal regulatory authority, an accreditation agency. This Agreement will be deemed automatically amended as necessary to comply with applicable law, as of the effective date of such law.

7.8 **Assignment**. Neither party may assign this Agreement without the other party's written consent.

7.9 **Intentionally Omitted**.

7.10 **Governing Law**. This Agreement is governed by, and must be construed and enforced in accordance with the laws of the State of Nevada

7.11 **Headings/Phrasing**. Headings in this Agreement are for convenience only, and do not affect the construction or interpretation of any of the Agreement's provisions. Unless the context requires otherwise, the term "including" means "including but not limited to."

7.12 **Waiver/Severability**. No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by each party. The invalidity or unenforceability of any term or condition of this Agreement will in no way affect the validity or enforceability of any other term or provision. If a court of competent jurisdiction, an arbitrator, or any applicable law determines that any provision of this Agreement is unenforceable, the remaining provisions will continue in full force and effect. If the determination requires that the Agreement be amended, the parties will cooperate with each other to amend any section(s) of the Agreement as necessary to address the determination and maintain the business relationship between Provider and Company.

7.13 **Survival.** To the extent necessary to give effect to the ongoing obligations of either party under this Agreement, the following provisions will survive any termination of this Agreement: Article 3; Sections 4.5, 4.6, and; Articles 5 and 6; and Sections 7.2, 7.3, 7.5, 7.11, 7.14, and 7.16.

7.14 **Force Majeure**. Each party will be excused from performing its obligations under this Agreement for any period the party cannot perform those obligations, in whole, or in part, as a result of an act of nature, civil or military authority, an act of terrorism, war, a fire, explosion, earthquake, or flood, or other cause beyond the reasonable control of the party, and its nonperformance will not be a breach of the Agreement. The party excused from performance will make good faith efforts to perform under this Agreement in the event of any such circumstances. If a party cannot perform its obligations under this Agreement as set forth in this Section for sixty (60) continuous days, the other party may terminate this Agreement with written notice.

7.15 **No Third Party Beneficiaries**. Nothing in this Agreement, expressed or implied, will be construed to confer upon any person, firm or corporation other than the parties hereto, any remedy or claim under or by reason of this Agreement as a third party beneficiary or otherwise. This Agreement is for the exclusive benefit of the parties.

7.16 **Representation**. Each party has had the opportunity to be represented by counsel of its choice with respect to this Agreement, and they and their respective attorneys jointly negotiated and drafted this Agreement. Notwithstanding any otherwise applicable principle(s) of construction or interpretation, no ambiguity may be construed or interpreted against the drafting party.

7.17 **Signature Authority**. Each person signing this Agreement represents and warrants that he or she is authorized and has legal capacity to execute this Agreement. Execution of this Agreement and performance of each party's obligations hereunder are authorized and the Agreement is a valid and legal agreement binding.

7.18 **Execution of Agreement**. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. With respect to this Agreement and any notice delivered pursuant to this Agreement, documents signed by facsimile or scanned signature shall be deemed to be of the same force and effect as an original of a manually signed copy.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereby agree to this Agreement as of the Effective Date.

HCP IPA NEVADA, LLC

By: _____ Date

Title: _____

Notices to:

ATTN: President
HCP IPA Nevada, LLC
770 E. Warm Springs Rd, Suite 240
Las Vegas, NV 89119

University Medical Center

Provider Signature Date

Mason VanHouweling
Chief Executive Officer

TIN: 88-6000436
NPI: 1548393127

Notice Addresses:

ATTN: Mason VanHouweling,
CEO
University Medical Center of Southern Nevada
1800 West Charleston Blvd.
Las Vegas, Nevada 89102

Telephone Number: 702-383-2000
Fax Number: 702-671-66595

Provider is qualified to render services as:
Internal Medicine

To be completed ONLY by Company:

Effective Date:_____

I. Compensation. Company will compensate Provider in accordance with the Agreement, this Exhibit and any additional attachments.

II. Definitions. Capitalized terms in this Exhibit will have the meaning set forth in the Agreement, except where defined as follows:

a. **"Clean Claim"** means a completed CMS 1500 Health Insurance Claim Form or UB92, or their respective successor forms, which contains all information and supporting documentation (including medical records), required to adjudicate the claim, and including all data elements required by EDI clearinghouses and those listed in this Exhibit. Claims subject to medical review must have complete supporting medical evidence attached by the provider of service. A Clean Claim must be filed in a timely manner and if filed electronically, be in compliance with HIPAA Transaction format 837 and must pass all edits, including HIPAA SNIP Level 6 edits. A Clean Claim is a claim that does not require external investigation or development and must be able to be investigated within the claims system, medical review system, or payment office without the need to contact the provider of service, member or other external sources.

b. **"Coordination of Benefits"** means the determination of order of financial responsibility which applies when two (2) or more Payors each have financial responsibility to pay for or provide the same medical services to a Member.

c. "**Dual Eligible**" means a person who qualifies for Medicare and Medicaid coverage. A Dual Eligible may be known as a "dual eligible beneficiary."

d. **"CY Par MFS"** means the amounts listed in the current year's participating Medicare Fee Schedule

e. **"Encounter Data"** means information submitted in the form of a Clean Claim, or as otherwise specified by Company, to characterize the content and purpose of each encounter with a Member, which Provider must provide to Company, or if applicable, Plan for Covered Services Provider provides to a Member. Encounter Data is not compensated, and is used for statistical information and calculations on the cost of care and services provided.

f. "**Medicare Hospice Member**" means a Medicare only or Dual Eligible Member designated by Plan as enrolled in a Medicare certified hospice.

III. Claims Billing/Encounter Data Submission Requirements.

a. Clean Claim Timely Submission and Payment. Provider will submit a Clean Claim to Company for any non-capitated Covered Services (e.g., fee-for-service ("FFS") or carve-out services) in an electronic format acceptable to Company within ninety (90) days following the provision of Covered Services, and in accordance with the Provider Manual. If Provider fails to timely submit a Clean Claim as set forth in this Section, Company may not pay Provider for the service.

b. Encounter Data Timely Submission and Payment. Provider will submit Encounter Data to Company for any capitated Covered Services in an electronic format acceptable to Company within ninety 90) days following the provision of Covered Services (or earlier as necessary for Company to comply with Plan requirements) and in accordance with the Provider Manual. If Provider fails to timely submit any Encounter Data, Company may withhold payment until Provider submits the late Encounter Data. When Provider submits the late Encounter Data, Company will pay Provider the withheld payment. If Provider fails to submit any Encounter Data for two consecutive months, Company may deduct ten percent (10%) each month from payments due for that month as a penalty for the late submission. Thereafter, this penalty will accumulate for every month Provider is late with the encounter data submission for each calendar year (i.e., four months of late data carries a twenty percent (20%) penalty, etc.

c. Coding Requirements. Provider will submit Clean Claims and Encounter Data with the most current versions of service coding, including CPT, HCPCS, ICD10, and NDC codes (drugs only) and current applicable code modifiers. The coding definitions (e.g., ICD Codes, CPT Codes, HCPC Codes, etc.) assigned in this

Agreement will be considered automatically updated based on revised codes and newly introduced codes consistent with guidance provided from the organization(s) responsible for code set updates (e.g. HHS, AMA, WHO, etc.), as applicable, and consistent with industry standards. If codes are changed by addition or deletion as stated in the current year coding publications, the services will automatically convert to the new code(s) that best apply to the service. Provider will ensure that all CPT and ICD codes submitted with a Clean Claim or Encounter Data are substantiated by the medical records, and the medical records adhere to then current CPT code, ICD, HCPCS and NDC code documentation standards. Provider must submit on the same claim form any claims or encounter submissions (whether capitated or FFS) for Covered Services provided to a Member on the same day.

d. Certification of Accuracy. Provider will, at Company's request, certify that Clean Claims and Encounter Data submitted by Provider is accurate, complete and truthful.

e. Paper Claims. If Provider is unable to electronically submit Clean Claims or Encounter Data, Company may, upon written request from Provider allow Provider to submit the data using a typed or system generated statement on a CMS 1500 or UB-04 form, or their current successor forms, until Provider is able to electronically submit claims.

IV. Payment Requirements.

a. Timely Payment. Company will approve or deny the Clean Claim within thirty (30) days after Company receives the claim. If Company approves the Clean Claim, Company will pay the amount due to Provider within thirty (30) days after Company approves the claim. If Company determines the claim is not a Clean Claim, Company will provide Provider with a "Pended Claims Notice" for the claim within thirty (30) days. Upon receipt of the additional information or corrections necessary for the claim to be a Clean Claim, Company will either pay or deny the claim within thirty (30) days after receiving the information. Provider will not submit duplicate claims to Company unless expressly approved by Company in order to process Coordination of Benefits claims. Provider's request for reconsideration of a claim determination must be submitted to Company's claims appeals unit in accordance with the Provider Manual, and in a detailed, written appeal including proper identification of the claim and an analysis of Provider's opinion, within ninety (90) days from Provider's receipt of Company's claims determination. Company will deny the request if Provider fails to submit the request within this time period. Within thirty (30) days of receipt, Company will review the appeal and respond to Provider with additional payment or explanation of the non-payment decision. No action by Company will be deemed a waiver of its rights under this Section. Some payments under this Agreement come from federal funds, which will subject Provider to laws applicable to receipt of federal funds.

b. Claims Processing. For commercial and Medicare Advantage claims, claims will be processed and paid according to CMS guidelines including but not limited to the use of the National Correct Coding Initiative (NCCI) edits, as adopted by Company. NCCI edits are developed based on current standards of medical and surgical coding practice, input from specialty societies and analysis of current coding practice.

c. Covered Services. Plan(s) may change coverage under a Benefit Plan, Company. Company will only pay Provider for services that are Covered Services under the Benefit Plan, and Authorized as required. Company will only pay Provider for Covered Services defined as Company's financial responsibility under Company's agreements with Plans. For certain Plans, reimbursements to Provider will be made directly by Plan. Company processes claims under the processing rules specified in the Provider Manual and/or claims policies. Company will not pay Provider for Covered Services provided to Medicare Hospice Members.

d. Lesser of Payment. For Covered Services paid on a FFS basis, Company will pay Provider the lesser of billed charges or the Company allowed amount, less any Cost Share.

e. Unlisted Codes. Services not listed in the Medicare fee schedules are deemed not Covered Services unless otherwise specified by the Benefit Plan or this Agreement, and Authorized as required. Services billed with CPT or HCPCS codes designated as "unlisted" or "not otherwise classified" must be accompanied by appropriate supporting documentation, including invoices, sufficient to substantiate medical appropriateness. Such claims are subject to retroactive review. Company will not reimburse for those services, unless otherwise authorized in advance by Company. Such Authorized services will be reimbursed at [redacted] percent ([redacted]%) of Provider's billed charges.

f. Laboratory and Radiology Services. Except as otherwise set forth in this Exhibit, a Company designated contracted facility must provide radiology and laboratory services. Provider will be responsible for any fees resulting from Provider's referral of a Member to a non-designated laboratory or radiology provider.

g. New Technology. For purposes of this Agreement, "New Technology" is defined as any health care service, pharmaceutical, procedure, device, test, or other item that, as of the Effective Date: (i) is not performed or supplied by Provider, (ii) for which there is no CPT or other relevant code defined, or (iii) becomes a Medicare approved health care service, pharmaceutical, procedure, device, test or other item after the Effective Date of this Agreement. New Technology does not include a new code that is assigned as a change to an existing service, Pharmaceutical, procedure, device, test, or other item. At the request of Provider, the parties will meet to review any new high cost technology for the provision of services under this Agreement that may impact Provider's cost of care. If Provider gives such notice, the Parties will work together in good faith to review and discuss data presented, and to reach agreement on the appropriate adjustment, if any, to cover such additional costs. Rate adjustments under this Section will be adopted on a prospective basis, and Provider will not seek to recapture or adjust for events that occurred or services that were rendered prior to the time of the adjustment.

V. Coordination of Benefits. Provider must submit Clean Claims and Encounter Data along with the primary payor's explanation of payment/benefits ("EOB") within ninety (90) days from the date of the primary payor EOB where Company is not the primary payor. Company and Provider will comply with applicable law regarding Coordination of Benefits. Provider will cooperate with Company and Plan in collecting Coordination of Benefits payments from or on behalf of Members. Provider will report to Company any amount billed to or received from the Member's primary benefit plan. If FFS Medicare or a commercial benefit plan is the primary payor, Company will pay Provider the amount of the Cost Share for Covered Services that are Company's financial responsibility, not to exceed the FFS rates in this Exhibit. If the primary payor denies payment for a Covered Services, Company will reimburse Provider for Covered Services that are the financial responsibility of Company as set forth in this Agreement, if Provider provides a copy of the primary payor's EOB with the claim.

VI. Audit and Recovery of Overpayments. Company may audit any claim submitted by Provider or paid by Company or a Payor. If Company determines it paid Provider more than the amount due under the Agreement ("Overpayment"), Company may recover the Overpayment by providing Provider with written documentation of the Overpayment. Provider will refund the Overpayment within forty-five (45) days unless Provider contests the Overpayment in writing. If Provider does not refund the Overpayment or notify Company of a dispute within the time period described above Company offset the amounts owned to future payments made by Company to Provider. Audit and recovery will be limited to the maximum period allowed by applicable law.

VII. Claims and Encounter Data Requirements. Provider must submit electronic Cleans Claims and Encounter Data in the most current version of the ANSI 837 file format, with the following elements:

Item 1.	Type of health insurance coverage
Item 1a.	Insured's I.D. Number
Item 2.	Patient's Name
Item 3.	Patient's Date of Birth and Sex
Item 4.	Insured's Name
Item 6.	Patient Relationship to Insured
Item 7.	Insured's Address
Item 9.	Other Insured's Name (if applicable)
Item 9a.	Other Insured's Policy or Group Number (if applicable)
Item 9b.	Other Insured's Date of Birth (if applicable)
Item 9c.	Employer's Name or School Name (if applicable)
Item 9d.	Insured's Plan Name or Program Name (if applicable)
Item 10.	Is Patient's Condition Related to (if applicable)
Item 11.	Insured's Policy Group or FECA number
Item 11a.	Insured's Date of Birth and Sex
Item 11b.	Employer's Name or School Name
Item 11c.	Insurance Plan Name or Program Name
Item 11d.	Is There another Health Benefit Plan
Item 12.	Patient's or Authorized Persons' Signature
Item 14.	Date of current illness, injury, or pregnancy

Item 17.	Name of the referring or ordering provider
Item 17b.	NPI of referring or ordering provider
Item 19.	Taxonomy codes
Item 21.	ICD CM code number and code to the highest level
Item 23.	Prior Authorization Number (if applicable)
Item 24a.	Dates of service
Item 24b.	Place of service code
Item 24d.	CPT/HCPCS code with applicable modifiers
Item 24e.	Diagnosis pointer
Item 24f.	Billed Charges
Item 24g.	Days or Units
Item 24j.	Rendering Provider's NPI
Item 25.	Federal Tax I.D. Number
Item 28.	Total Charge
Item 31.	Signature of the provider or supplier
Item 32.	Service facility location information
Item 32a.	NPI of Service Site
Item 33.	Billing provider info & phone number
Item 33a.	NPI of the billing provider or group

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment A-1
Capitated Compensation

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

Attachment A-2
Fee for Service Compensation

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

Attachment A-3
Immunizations Compensation

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

Attachment A-4
Quality and Performance Compensation

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

EXHIBIT B
MEDICARE ADVANTAGE REGULATORY REQUIREMENTS

This Exhibit sets forth the requirements established by the Centers for Medicare & Medicaid Services ("CMS"), in addition to those set forth elsewhere in the Agreement, applicable to Covered Services provided to Members. Unless otherwise provided in this Exhibit or the Agreement, capitalized terms have the same meaning as set forth in 42 C.F.R. Part 422. In the event of a conflict between this Exhibit and the remainder of the Agreement, this Exhibit will govern.

I. Compliance with CMS Agreement. Provider will perform Covered Services and other obligations under the Agreement and this Exhibit in a manner that is consistent and compliant with the agreement between Plan and CMS (the "CMS Agreement"). Provider will comply with Title XVIII of the Social Security Act, the regulations adopted thereunder by CMS for the Medicare Advantage program, and CMS instructions. Provider will comply with federal laws designed to prevent or ameliorate fraud, waste and abuse, including applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. § 3729 et. seq.) and the anti-kickback statute (Section 1128B(b) of the Social Security Act); and HIPAA administrative simplification rules at 45 C.F.R. Parts 160, 162, and 164. Additionally, Provider agrees to comply with Plan's policies and procedures related to its Medicare Advantage Plan. Plan and Company will monitor the parties' performance under the Agreement on an ongoing basis. [[42 C.F.R. 422.504(i)(3)(iii)]] [[42 C.F.R. § 422.504(h)]] [[42 C.F.R. 422.504(i)(4)(iii)]]

II. Downstream Entities. Provider will ensure Provider's Downstream Entities agree in writing to comply with all applicable provisions of this Agreement and this Exhibit. "Downstream Entity" means a subcontractor who enters into a contract directly or indirectly with Provider to provide services to Members. [[422.504(i)(4)(v)]]

III. Access to Records. Provider will permit the U.S. Department of Health and Human Services ("HHS"), the Comptroller General, and their designees to inspect, evaluate, and audit any pertinent information, including books, records, including medical records, contracts, documents, papers, and accounts relating to Provider's performance of the Agreement and transactions related to the CMS Agreement (the "Records"). Provider agrees to make available its premises, physical facilities and equipment, records relating to Members, and any additional relevant information that CMS may require. The right of HHS, the Comptroller General, or their designees to inspect, evaluate, and audit Provider's Records for any particular contract period under the CMS Agreement will exist for a period of ten (10) years from the later to occur of (i) the final date of the contract period for the CMS Agreement, or (ii) the date of completion of any audit (the "Audit Period"). Provider will keep and maintain accurate and complete Records throughout the term of the Agreement and the Audit Period. [[42 C.F.R. §§ 422.504(d)-(e); 422.504(h)(2); 422.504(i)(2)(i) and (ii)]]

IV. Delegated Activities. To the extent activities or responsibilities of Plan under the CMS Agreement are delegated to Provider under the Agreement ("Delegated Activities"), Provider agrees: (i) this Agreement will specify the Delegated Activities and required reporting requirements; (ii) the performance of the Delegated Activities and responsibilities thereof will be subject to monitoring on an ongoing basis by Plan; and (iii) in the event Plan or CMS determines Provider has not satisfactorily performed a Delegated Activity or responsibility, Plan will have the right, at any time, to revoke the Delegated Activities by terminating the Agreement in whole or in part, and will have the right to institute corrective action plans or seek other remedies or curative measures as contemplated by the Agreement. Provider will not further delegate any activities or requirements without the prior written consent of Plan. [[42 C.F.R. §§ 422.504(i)(4)(ii)-(iii)]]

V. Member Health Records. Provider will comply with Plan's confidentiality and Member record accuracy requirements, including by: (1) abiding by all federal and State laws regarding confidentiality and disclosure of medical records or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable federal or State law or under court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by Members to the records and information that pertain to them. [[42 C.F.R. § 422.118]] [[42 C.F.R. § 422.504(a)(13)]]

VI. Prompt Payment. Company will promptly pay Provider's claims for Covered Services in accordance with the Agreement. [[42 CFR § 422.520(b)]]

VII. Member Hold Harmless. With the exception of Member's Cost Share and charges for non-Covered Services delivered on a fee-for-service basis with the Member's prior written acknowledgement of financial responsibility, Provider will in no event, including non-payment by Company or Plan, insolvency of Company or Plan, or breach of this Agreement, bill, charge, collect a deposit from, seek compensation or remuneration from, or have any recourse against a Member or any person (other than Company) acting on behalf of a Member for Covered Services provided or arranged under this Agreement. Provider will not hold a Member liable for, nor maintain any action at law or equity against a Member to collect, sums that are the legal obligation of Company or Plan. Upon notice of any such action, Company may

terminate this Agreement and take all other appropriate action consistent with this Agreement to eliminate those charges. Provider's obligations under this Section will survive the termination of this Agreement with respect to Covered Services provided or arranged during or after the term of this Agreement. This Section supersedes any oral or written contrary agreement between Provider and a Member or Member representative. [[42 CFR § 422.504(i)(3)(i)]] [[42 CFR § 422.504(g)(1)(i)]]

VIII. Dual Eligible Members. Members enrolled in a Medicare Advantage plan and eligible for Medicaid will not be responsible for any Cost Share for Medicare Part A or Part B services when these amounts are the responsibility of the State Medicaid program. Company or Plan will inform Provider of Medicare and Medicaid benefits and rules for Members eligible for both Medicare and Medicaid as is necessary for Provider's compliance with this Section. The Plan does not impose Cost Share on Members that exceed the amount that would be permitted under Title XIX of the Social Security Act if the Member was not enrolled in the Medicare Advantage Plan. Provider will accept payment from Company as payment in full for those services or, where permitted, may pursue payment from the appropriate State agency. [[42 CFR § 422.504(g)(1)(iii)]]

IX. Advance Directives. Provider will document in a prominent part of a Member's medical record whether the Member has executed an advance directive. Provider will also comply with applicable State law with respect to advance directives. [[42 C.F.R. § 422.128(b)(1)(ii)(E)]]

X. Accessible and Culturally Competent Services. Provider will provide accessible clinical and non-clinical services in a culturally competent manner to all Members, including those with limited English proficiency or reading skills, diverse cultural and ethnic backgrounds. [[42 CFR § 422.112(a)(8)]]

XI. Permitted Communications. Nothing in the Agreement will be construed to prohibit: (i) communications necessary or appropriate for the delivery of health care services; (ii) communications to Members regarding treatment alternatives regardless of the provisions or limitations of the Member's coverage; (iii) communications to Members regarding applicable rights to appeal coverage determinations; (iv) communications to Members identifying the type of reimbursement arrangement under which Provider is compensated for Covered Services under this Agreement, excluding any communications with regard to the rates of reimbursement hereunder; or (v) any other communications expressly permitted under applicable law.

XII. Excluded Individuals. Provider acknowledges and agrees it is not, and will not employ or contract for the provision of services under this Agreement with any individual or entity (hereafter, "person") whom Provider knows or reasonably should have known is, excluded from participation in the Medicare and Medicaid program under Section 1128 or 1128A of the Social Security Act. Provider certifies no such excluded person currently is employed by or under contract with Provider. Provider will review the Office of Inspector List of Excluded Individuals and Entities and the System for Award Management exclusion list and verify on a monthly basis or as often as required by CMS guidelines, that the persons it employs or contracts for the provision of services under this Agreement are in good standing. Provider will promptly disclose to Company and Plan any exclusion or other event that makes Provider, a Provider employee, or Downstream Entity ineligible to perform work related to federal health care programs. [[42 CFR § 422.752(a)(8)]]

XIII. Federal Funds. Provider acknowledges that payments it receives from Company under this Agreement are, in whole or part, from federal funds. Therefore, Provider and its Downstream Entities are subject to certain laws that are applicable to individuals and entities receiving federal funds, which may include Title VI of the Civil Rights Act of 1964 as implemented by 45 CFR Part 84; the Age Discrimination Act of 1975 as implemented by 45 CFR Part 91; the Americans with Disabilities Act; the Rehabilitation Act of 1973 and any other regulations applicable to recipients of federal funds.

XIV. Compliance Training, Education and Communications. In accordance with 42 C.F.R. § 422.503(b)(4)(vi)(C)&(D) and other applicable law, Provider agrees and certifies that it, as well as its employees, Downstream Entities, and agents who provide services under this Agreement will participate in applicable compliance training, education and communications as reasonably requested by Company or Plan or its designee annually or as otherwise required by applicable law, and must be made a part of the orientation for a new employee or new Downstream Entity.

XV. Offshore Subcontractors. In no event will Provider employ or contract with a person or entity under which Medicare beneficiary protected health information will be sent or accessed offshore without the prior written consent of

Company or Plan. For purposes of this Section, “offshore” refers to outside the fifty United States and the United States territories (i.e., American Samoa, Guam, Northern Marianas, Puerto Rico, and Virgin Islands).

XVI. Downstream Provider agrees to comply with CMS reporting requirements as specified in Sec 422.310 (risk adjustment data) and Sec 422.516 (informational data). [[42 CFR 422.504(a)(8)]]

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT C
STATE REQUIREMENTS

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment D-1
Operational Standards

I. Patient Satisfaction Program. Provider will participate in Company's patient satisfaction programs and required trainings, and will maintain patient satisfaction scores at or above Company's minimum requirements and scoring as made available to Provider. Provider will ensure alternative providers are available to provide second opinion services upon Member request. If a documented patient dissatisfaction issue arises with Provider, Company may give Provider the opportunity to remedy the situation before assigning the Member to another Participating Provider. If a Member demands Covered Services be provided by another Participating Provider due to documented patient dissatisfaction issues with Provider, Company may secure such Covered Services from another Participating Provider, and deduct the amount paid to the Participating Provider from Provider's capitation payment, if applicable, with notice to Provider.

II. Primary Care Physician Responsibilities.

a. Provider will: (a) promote continuity, quality and cost-effectiveness of care; and (2) seek consults when additional knowledge or skills are required.

b. Provider will provide primary care services, coordinate all care of assigned Members, and refer Members who require care beyond the scope of services provided by Provider only to a Company Participating Provider specialist provider in accordance with the Provider Manual. Provider will coordinate care for Members whether or not Plan or Company is the primary insurer.

c. Primary care Covered Services include office visits, urgent care, emergency care (where necessary), periodic health assessments, EKGs, minor surgical and diagnostic procedures performed in the office, immunization administration, injection administration and hearing screenings.

d. If it is Medically Necessary for Provider to refer a Member to a specialist provider, Provider will refer the Member to a Participating Provider in accordance with the Agreement and the Provider Manual, and will review the specialist provider's plan of treatment. If a specialist Participating Provider is not available, Provider will follow the Provider Manual requirements regarding referral to a non-Participating Provider specialist.

e. Provider will provide or arrange for the provision of Emergency Services 24 hours a day, 7 days a week. For Emergency Services, Provider may not be responsible to treat the Member, but will be responsible for the overall management of the Member's care. Provider will notify Company within 24 hours of providing any Emergency Services.

III. Intentionally Omitted.

IV. Services Requirements.

a. Provider will provide Covered Services to eligible Members within the following time frames or as otherwise required by law:

a. Emergency Services: Within four (4) hours
b. Within forty-eight (48) hours of a request for an urgent care appointment for services that do not require prior authorization,
c. Within ninety-six (96) hours of a request for an urgent appointment for services that require prior authorization,
d. Within five (5) calendar days following the hospital discharge of a Member,
e. Within ten (10) business days of a request for non-urgent primary care appointments,
f. Within fifteen (15) business days of a request for an appointment with a specialist,
g. Within ten (10) business days of a request for an appointment with non-physician mental health care providers, and
h. Within fifteen (15) business days of a request for a non-urgent appointment for ancillary services for the diagnosis or treatment of injury, illness, or other health condition.
i. Health Assessments: Within thirty (30) calendar days (includes physicals and well-baby checks)

b. The applicable waiting time for an appointment may be shortened or extended as clinically appropriate in the opinion of a qualified health care professional acting within the scope of his or her practice consistent with

professionally recognized standards of practice. If the waiting time is extended, it must be noted in the relevant record that a longer waiting time will not have a detrimental impact on the health of the Member.

c. Members will have access to appointments during all normal office hours, and will not be limited to appointments on certain days or certain hours.

d. Members will have appointment time slots that are the same as all other patients seen by Provider who are not Members.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment D-2
Provider Information

I. Service Location Information.

Provider will provide the information below for its primary service location and additional service locations included in this Agreement. Provider will notify Company in writing of any changes, including location closure(s), to the service location information below in accordance with the Agreement. Provider will notify Company in writing of any new service locations which, upon mutual agreement of the parties, may be added to this Agreement.

- Primary and additional service location(s)
- Address
- Suite
- City
- State
- Zip+4
- Telephone Number
- Tax ID Number (TIN)
- Fax Number
- E-mail

II. Provider and Associate Provider(s) Information.

Provider will submit the information below for Provider and each Associate Provider that will provided services under this Agreement. Provider will notify Company in writing of any changes to the information below for Provider and Associate Provider(s) in accordance with the Agreement. Provider will promptly notify Company in writing of any new Associate Providers which, upon mutual agreement of the Parties and subject to Company credentialing requirements, may be added to this Agreement.

- Name
- Individual NPI
- Service location(s)
- Patient Age Restrictions (or limitations) (Min and Max)
- Foreign Language(s) Spoken
- Fax Number
- E-mail
- All information required by Company necessary for Credentialing

III. Remittance Address.

Provider will submit a sample claim form that includes billing/remittance information for each entity/tax identification number (TIN) included in this Agreement. Provider will promptly notify Company in writing of any changes to such information.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT F
ADMINISTRATION AND CLINICAL INTEGRATION

Payor	Plan	Product
HCP IPA Nevada, LLC	Humana	Medicare Advantage HMO
HCP IPA Nevada, LLC	United Healthcare	Medicare Advantage HMO
HCP IPA Nevada, LLC and/or Select Health, as applicable	SelectHealth*	Medicare Advantage PPO, Medicare Advantage HMO, Commercial HMO/POS/PPO

*Anticipated effective date shall be on or after January 1, 2021.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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: 98

Corporate/Business Entity Name:	HCP IPA Nevada, LLC		
(Include d.b.a., if applicable)	Health Care Partners Nevada		
Street Address:	700 E. Warm Springs	**Website:**	www.hcpnv.com
City, State and Zip Code:	Las Vegas, NV 89119	**POC Name:**	John D. Lach
		Email:	jlach@hcpnv.com
Telephone No:	702-318-2400	**Fax No:**	702-777-1201
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 ☐ 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 — Print Name: Mark Price

Title: President — Date: 5/7/2020

REVISED 7/25/2014

Executive Leadership Team

Mark Price, MBA
President

Bard Coats, MD, MBA
President Emeritus

Kirk Miller
Chief Operating Officer

Cora Case, PhD, CMA, CHC
Chief Financial Officer

Ama Brobbey, MD
Chief Medical Officer

Warren Volker, MD, PhD, MS, FACOG
Chief Clinical Officer

Sloan Albert, MHA, FACHE
VP of Operations

Jim Sturgeon
VP of People Services

Jeremy Cox
VP of Operations

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Preferred Provider Agreement with Culinary Health Fund Administrative Services, LLC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Preferred Provider Agreement with Culinary Health Fund Administrative Services, LLC; and take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: 12/1/2020 to 11/30/2023
Amount: Revenue based on volume
Out Clause: 90 days w/o cause

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

BACKGROUND:

Since March 1992, UMC has had an agreement with Culinary Health Fund Administrative Services, LLC ("Culinary") (previously called "HEREIU Welfare Fund/Prime Health, Inc.") for managed care services. This request is to enter into a new agreement with Culinary to provide its members continued healthcare access to the UMC Hospital and its associated Urgent Care facilities, and to adjust the Urgent Care reimbursement. The Agreement term is for three (3) years effective December 1, 2020 unless terminated for convenience with a 90-day written notice.

UMC's Director of Managed Care has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

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

Cleared for Agenda
December 9, 2020

Agenda Item #
6

DocuSign Envelope ID: F0D591D8-3341-4CB8-AA7B-7DE26772D5D9

Culinary Health Fund Administrative Services, LLC

PREFERRED PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into by and between Culinary Health Fund Administrative Services, LLC, a limited liability company organized under the laws of the State of Nevada (hereinafter referred to as "NETWORK") and University Medical Center of Southern Nevada, an acute care hospital which employs primary care and specialty physicians licensed to practice medicine (if group practice, see Attachment A), in the State of Nevada (hereinafter referred to as "PROVIDER").

In consideration of the promises and the agreements herein contained, it is mutually agreed as follows:

ARTICLE I. DEFINITIONS

A. "Allowable Charge" means the amount approved by NETWORK from time to time for payment for services rendered and is initially set forth in Attachment B.

B. "Clean Claim" is a claim that is complete for payment purposes and has no defect or impropriety, including lack of required substantiating documentation, or particular circumstances requiring special treatment that prevents timely payment from being made on the claim, such as claims where coordination of benefits is actively pursued, or medical claims review is necessary, or pre-existing conditions may exist. A Clean Claim must also include the Eligible Person's name and identification number; itemized codes (such as CPT and ICD-9 codes), provider name, applicable tax identification number and NPI number (as required), date and place of service, diagnostic code, and applicable billed charges, and must be set forth in the then current standardized form (such as the CMS 1500 Form).

C. "Confidential Information" means any and all data and information, whether printed, written, oral or electronically stored or reproduced relating to the business of each party which is not generally publicly known and which is treated as confidential by each party. However, Confidential Information does not include any information which is already known by the receiving party at the time it is disclosed, or which (a) has become generally known or available to the public through no wrongful act of either party; (b) has been approved for release to the general public by written authorization of the party providing the information; (c) has been finally ordered to be disclosed by government authority, court order or duly authorized subpoena provided that each party shall first have given written notice to the other party of such ordered disclosure to the extent practicable and providing the other party the opportunity to seek to protect the confidentiality of the information required to be disclosed; (d) is required to be disclosed by any law, rule or regulation or by applicable regulatory or professional standards; or (e) is developed by either party independently of any disclosures of such information made by each other.

D. "Corporate Compliance Plan" means any corporate compliance plan adopted and implemented by Group or NETWORK.

DocuSign Envelope ID: F0D591D8-3341-4CB8-AA7B-7DE26772D5D9

E. "Covered Services" means Medically Necessary health care services and benefits which are made available to Eligible Persons under the NETWORK's terms and conditions and the Group's Plan, as amended from time to time.

F. "Eligible Dependent" means a dependent who is entitled to the benefits payable under the provisions of the Group's Plan by virtue of having fulfilled the definition of an Eligible Dependent under the eligibility requirements of the Group's Plan.

G. "Eligible Employee" means any Employee who is Eligible for benefits under the Group's Plan, according to the standards and provisions.

H. "Eligible Person" means an Eligible Employee and/or his or her Eligible Dependent(s).

I. "Emergency Treatment" (hereinafter referred to as "Emergency Treatment" or "Emergency Services") means Medically Necessary Treatment received in connection with an unforeseen injury or illness requiring surgical or medical or behavioral health services within 24 hours after onset, and which, in the absence of such care, would result in serious physical impairment or death. Group or its designee shall have sole discretion in determining what constitutes an emergency for purposes of payment under Group's Plan.

J. "Group" means the Culinary Health Fund (Hotel Employees and Restaurant Employees International Union Welfare Fund) (Plan 150), and any other entity with a health benefit plan as designated by the Culinary Health Fund.

K. "Group's Plan" means the health benefit plan established and controlled by the Group through which the Group provides benefits for Covered Services to its Eligible Persons.

L. "Managed Care Program" means the prior authorization process by which NETWORK or its designated utilization review organization determines medical necessity and directs care to the most appropriate setting so as to provide quality health care in the most cost effective manner.

M. "Medical Director" means a duly licensed physician who has been designated by Group and/or NETWORK to monitor the provision of, and the appropriate utilization of, Covered Services to Eligible Persons.

N. "Medically Necessary Care and Treatment" (hereinafter referred to as "Medically Necessary Care and Treatment" or "Medically Necessary") means those procedures, treatments, services, supplies, and facilities where treatment is rendered, which are, whether rendered on an inpatient or outpatient basis:

1. Necessary, appropriate and effective for the injury or illness being treated and consistent with the condition's recorded diagnosis;

2. Broadly accepted by the organized medical community in the United States as being required in accordance with good sound medical practice and generally recognized professional standards; and

3. Not generally regarded as experimental, investigational, or unproven by any government agency having appropriate jurisdiction, including but not limited to the

DocuSign Envelope ID: F0D591D8-3341-4CB8-AA7B-7DE26772D5D9

Food and Drug Administration or the Office of Health Technology Assessment, the organized medical community in the United States, or in accordance with the standards and procedures utilized by the Plan to determine whether such treatments, procedures, services or supplies are experimental or investigational, the terms of which are adopted and incorporated herein.

The final determination as to what constitutes Medically Necessary Care and Treatment under the Group's Plan shall be made by NETWORK, the Group and/or their designee, unless otherwise specified in the Group's Plan or in the policies and procedures adopted by NETWORK, the Group or their designee from time to time, as they deem appropriate in carrying out the administration of the Group's Plan.

O. "Plan Provider" means a licensed doctor of medicine or osteopathy, or other health professional, or any other entity or institutional health care provider which has entered into an agreement with NETWORK, Group or is otherwise approved by NETWORK to provide approved Covered Services to Eligible Persons. A listing of Plan Providers is available at www.culinaryhealthfund.org.

P. "PROVIDER" means a licensed doctor of medicine or osteopathy, or a licensed or registered provider, in the specialty field of Urgent Care, Internal Medicine, General/Family Practice, Infectious Disease, Orthopedic Surgery, General Surgery, Neonatology, and Neurology, who, through the execution of this Agreement, agrees to provide certain Medically Necessary Covered Services to Eligible Persons (if group practice, then includes those physicians and other providers listed on Attachment A).

Q. "Quality Assurance Program" means the program established and maintained by NETWORK or its designee, in accordance with accreditation standards for managed care organizations, to credential and accredit providers and to conduct ongoing medical care and other audit studies to assure that, in the managed care setting, services, when medically indicated, are provided to Eligible Persons in a manner consistent with NETWORK's quality standards.

R. "Utilization Management Program" is defined as the Utilization Review Organization chosen by Group and/or NETWORK to establish a utilization review program for the determination of the Medical Necessity of Covered Services provided to Eligible Persons, in addition to any other health care management programs as designated by Group.

ARTICLE II. AGREEMENTS OF NETWORK AND/OR GROUP

A. Procedures and Health Benefit Plan. NETWORK and/or Group's designee shall make available to PROVIDER the NETWORK's and/or Group's administrative, quality assurance, Utilization Management Program, Corporate Compliance Plan and Managed Care Program procedures. Such procedures shall relate to, but are not limited to, record-keeping, reporting, review and assessment of quality and appropriateness of care, prior authorization procedures, reimbursement and other administrative duties of PROVIDER required under this Agreement. NETWORK and/or Group shall provide PROVIDER with information regarding current Eligible Persons and the Group's Plan, including a listing of applicable copayments, coinsurance and/or deductibles, and shall provide PROVIDER with periodic updates of benefit schedules, which may be amended from time to time by Group.

DocuSign Envelope ID: F0D591D8-3341-4CB8-AA7B-7DE26772D5D9

B. Compensation. Group shall directly, through a third party administrator or otherwise, pay PROVIDER compensation for Medically Necessary Covered Services based upon Allowable Charges. The compensation paid to PROVIDER for said services shall be less applicable copayments, coinsurance and/or deductibles paid by Eligible Persons to PROVIDER. None of NETWORK, Group or Eligible Person shall be required to compensate PROVIDER unless the services provided are Medically Necessary Covered Services. Neither NETWORK nor Group shall be required to compensate PROVIDER for any Medically Necessary Covered Services in excess of Allowable Charges. The final determination as to whether the services provided are Medically Necessary and qualify as Covered Services shall be made by NETWORK, the Group or its designee. Any payment of Allowable Charges is dependent upon the submission by PROVIDER of a Clean Claim for the Covered Services rendered.

C. Noncovered Services. Provider is responsible for obtaining prior authorization in accordance with the Utilization Review requirements set forth in this Agreement, and, subject to Article III, Section C(2), may rely on that authorization. In the event that an Eligible Person elects to obtain medical services from Provider, which are otherwise not covered by the Group's Schedule of Benefits, Provider may seek payment from Eligible Person at Provider's Billed Charges, provided that Provider informs the Eligible Person of the Billed Charges that will apply for such services and any financial or billing programs available to the Eligible with respect to such Billed Charges and receives written consent from the Eligible Person. In the event that Eligible Person obtains Covered Services in excess of Group's maximum benefit amount for such services, Provider will inform Eligible Person of the Billed Charges that will apply for such services and any financial or billing programs available to the Eligible with respect to such Billed Charges and receives written consent from the Eligible Person.

D. Coordination of Benefits. Compensation by Group under this Agreement, for Medically Necessary Covered Services shall be reduced to the extent necessary so that the sum of the compensation payable to PROVIDER shall not exceed the total of the Group's Allowable Charges. If Group is the secondary payor compensation shall be reduced accordingly to not exceed the Eligible Person's out of pocket liability, up to PROVIDER's Allowable Charges.

E. Orientation and Training. NETWORK will provide initial assistance to PROVIDER and PROVIDER's office staff to become familiar with the administrative requirements of the Utilization Management Program(s) and quality assurance programs of NETWORK, Group and any Utilization Management Organization. The amount of such assistance will be determined by the party providing the assistance, in its sole and absolute discretion.

ARTICLE III. AGREEMENTS OF PROVIDER

A. Health Services. PROVIDER shall have the responsibility for providing and properly managing and coordinating the overall health care of Eligible Persons who select him or her, including referral to other Plan Providers, including specialists, hospitals, extended care facilities and other health care providers; and properly managing and coordinating the performance of administrative functions relating to the delivery of Covered Services to Eligible Persons in accordance with this Agreement and NETWORK's terms and conditions. PROVIDER shall only provide those Covered Services in PROVIDER's field of specialty, as approved by NETWORK. The decision or determination to obtain or deliver any health

DocuSign Envelope ID: F0D591D8-3341-4CB8-AA7B-7DE26772D5D9

care service is made solely by the Eligible Person and/or his or her physician. PROVIDER agrees to maintain responsibility to provide, or arrange for, the appropriate and cost-effective provision of health care to Eligible Persons on a 24-hour-a-day basis for after-hours urgent or emergent care. PROVIDER agrees to use best efforts to refer Eligible Persons only to Plan Providers, unless otherwise explicitly requested by the Eligible Person, and to furnish such physicians and providers complete information on treatment procedures and diagnostic tests performed prior to such referral. NETWORK may counsel referring PROVIDER when a non-Plan Provider is referred to for Covered Services including but not limited to redirection of care by NETWORK and/or its designated Utilization Review Organization and removal of non-complaint physician. Repeated non-Plan Provider referrals may result in termination of this Agreement in accordance with the terms of this Agreement. In the event that services required by an Eligible Person are not available from Plan Providers, other physicians or providers may be utilized with NETWORK's prior approval. PROVIDER acknowledges that NETWORK or Group's designee does not practice medicine but only provides guidance. PROVIDER further acknowledges that decisions relating to the medical care provided to the patient are made at his/her sole discretion regardless of recommendations made by NETWORK or Group's designee.

B. Hospital Admissions. In cases where an Eligible Person requires non-emergency hospital admission by PROVIDER, PROVIDER agrees to comply with NETWORK's Utilization Review Organization's processes and procedures.

C. Prior Authorization.

1. As a condition for compensation, PROVIDER agrees to comply with any requirements imposed by NETWORK, Group or any designated Utilization Review Organization and to obtain prior authorization for specified non-emergency inpatient and outpatient Covered Services, and for all referrals to non-Plan Providers, as set forth in the current listing of Covered Services requiring prior authorization. The listing of Covered Services may be amended by Group and/or NETWORK from time to time.

2. PROVIDER understands that prior authorization is approved based upon the current information that has been made available and is not a guarantee of payment. Any payment for Covered Services is subject to eligibility and benefit plan design, PROVIDER referral, compliance with Group's, NETWORK's and any Utilization Review Organization's procedures, contractual limitations and exclusions, and coordination of benefits, as well as current information then available.

Claim Review. PROVIDER agrees that NETWORK or Group's designee shall have the right to determine the Medical Necessity and the accuracy of all claims reported for services provided to Eligible Persons by PROVIDER through the use of committees, Medical Director and/or Group's medical consultants. NETWORK and Group shall have the right to refuse payment for services determined to be not Medically Necessary, and may evaluate and deny claims for Covered Services which are not provided in accordance with the policies and procedures of NETWORK or Group or that are inappropriately or inaccurately coded, including but not limited to, duplicative bills, "unbundled" bills, or up-coded charges. In the event of a discrepancy regarding the applicability of particular code(s) within a category, PROVIDER may request a peer to peer review with the NETWORK's Medical Director,

who will determine the final decision. PROVIDER understands and agrees that claims will be processed using an industry standard comprehensive, knowledge-based system designed to automatically check medical claims prior to payment, utilizing clinical guidelines based on diagnosis and/or procedure such as Centers for Medicare and Medicaid Services ("CMS") guidelines. Accordingly, NETWORK is entitled to deny or reduce claims that are not in compliance with such policies, guidelines or procedures.

D. Charges to Eligible Persons. PROVIDER agrees to collect applicable copayments, coinsurance and/or deductibles, if any, from Eligible Persons at the time services are provided by PROVIDER. Except for the collection of copayments, coinsurance and/or deductibles, PROVIDER shall look only to NETWORK or its designated third party claims administrator for compensation for Medically Necessary Covered Services. In addition, PROVIDER shall under no circumstances, including the termination of this Agreement or the insolvency of Group, assert any claim for compensation against Eligible Persons for Medically Necessary Covered Services in excess of applicable copayments, coinsurance and/or deductibles. However, PROVIDER may provide additional, non-Covered Services to Eligible Persons provided that the Eligible Person acknowledges in writing that Group will not pay for such services under the applicable Benefit Schedule. PROVIDER also agrees that PROVIDER shall not charge Eligible Persons for completing any required loss of time, return to work or disability forms.

E. Records, Reports and Billing.

1. PROVIDER shall submit claims to Group or Group's designee for Covered Services rendered. Such claims shall include statistical and descriptive medical and patient data and identifying information as specified by Group or Group's designee. All statements shall specify procedures accomplished using procedure codes in the most recent Physician's Current Procedural Terminology (CPT). PROVIDER shall maintain such records and provide, at usual and customary cost, copies of such medical, financial and administrative information to NETWORK, Group or Group's designee and state and federal government agencies as may be necessary for compliance by NETWORK or Group with state and federal law, as well as for NETWORK or Group's program management purposes including quality control and assessment purposes. NETWORK, Group or Group's designee and applicable state and federal government agencies shall have access at reasonable times to the books, records, and papers of PROVIDER relating to the health care services provided to Eligible Persons and to the cost thereof, and to copayments, coinsurance and/or deductibles received by PROVIDER from Eligible Persons for Covered Services.

2. PROVIDER shall submit Clean Claims for all Covered Services within thirty (30) days of the date of service but, in any event, no later than ninety (90) days following the date of service. Claims which are not submitted within this timely filing period shall not be eligible for payment. PROVIDER agrees not to bill Group, NETWORK or Eligible Persons for services associated with such claims. This provision shall not apply to any claim wherein NETWORK or Group was the cause of the delay. PROVIDER certifies the accuracy, completeness and truthfulness of claims and claims data.

DocuSign Envelope ID: F0D591D8-3341-4CB8-AA7B-7DE26772D5D9

3. PROVIDER shall maintain a medical record for each Eligible Person. Medical records of Eligible Persons will include reports from referral providers, discharge summaries, records of emergency care received by the Eligible Person and such other information as is medically appropriate. Medical records shall be maintained in compliance with all federal and state laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA") and the Privacy regulations promulgated thereunder. In the event of termination of the Agreement, PROVIDER shall cooperate with the transfer of Eligible Person's medical records to Eligible Person's new provider, as needed.

F. Provision of Services and Professional Requirements.

1. PROVIDER agrees (a) not to differentiate or discriminate in the treatment of patients or in the quality of services delivered to Eligible Persons on the basis of race, nationality gender, age, religion, sexual orientation, place of residence, health status, health care needs or source of payment, and (b) to observe, protect and promote the rights of Eligible Persons as patients.

2. PROVIDER agrees that all duties performed hereunder shall be consistent with the proper practice of medicine and the related healing arts, and that such duties shall be performed in accordance with the customary rules of ethics and professional conduct of such bodies from which physicians and other health care providers are subject to licensing and control.

3. PROVIDER agrees, to the extent feasible, to utilize such additional allied health and other qualified personnel who are also Plan Providers as are available and appropriate for the effective and efficient delivery of health care. PROVIDER agrees to provide clean facilities and sterile equipment; maintain adequate, courteous, neat, consumer-oriented, properly credentialed staff; maintain orderly and efficient systems for receiving patients; maintain orderly and efficient systems for the provision of patient services; and comply with all applicable state and federal laws.

4. PROVIDER agrees to allow NETWORK, Group's medical consultants, or its designee, to inspect medical facilities, equipment and Group Eligible Persons' medical records, conduct periodic audits, and review all phases of care provided to Eligible Persons by PROVIDER.

5. PROVIDER agrees that the Covered Services provided hereunder will be made available and accessible to Eligible Persons promptly and in a manner which assures continuity and quality of care.

6. PROVIDER agrees to comply with all insurance requirements imposed by NETWORK or Group from time to time.

G. Administration.

1. PROVIDER agrees to abide by the administrative, claims and Quality Management and Managed Care Program procedures, including but not limited to the Provider Manual, of NETWORK and Group as may be published and distributed from time to time in policy statements, newsletters, and other communications to PROVIDER.

DocuSign Envelope ID: F0D591D8-3341-4CB8-AA7B-7DE26772D5D9

PROVIDER agrees to participate and comply with the Utilization Review Program. PROVIDER agrees to comply with all administrative procedures of NETWORK or Group with respect to the coordination of benefits with third party payors. PROVIDER agrees to comply with any Corporate Compliance Plan of NETWORK or Group. PROVIDER agrees to cooperate with, participate in, and comply with all final determinations of any internal peer review, quality assurance review, external audit review, coverage and payment decisions and grievance review procedures, as may be established by NETWORK or Group.

2. PROVIDER agrees to cooperate fully in NETWORK's credentialing and recredentialing processes and agrees to abide by NETWORK's credentialing and recredentialing policies. Any providers joining group practice after the execution of this Agreement must comply with NETWORK's required credentialing prior to such provider's addition to this Agreement.

3. If PROVIDER is a group practice, PROVIDER agrees to notify NETWORK immediately each time PROVIDER adds any practitioner to the group practice. PROVIDER agrees that none of Group, NETWORK or any Eligible Person has any obligation to pay for services rendered to Eligible Persons by such non-authorized practitioners. If said practitioner is accepted as party to this Agreement, as may be determined in NETWORK's sole discretion, NETWORK shall notify PROVIDER of such practitioner's effective date.

4. PROVIDER agrees to immediately notify NETWORK of any action affecting his/her license(s) to practice, including but not limited to any limitation, restriction, suspension, revocation or fines. PROVIDER also agrees to immediately notify NETWORK of any action affecting his/her hospital privileges at any hospital, including but not limited to any limitation, restriction, suspension or revocation. If PROVIDER is a group practice, PROVIDER agrees to notify NETWORK if a physician is terminated from the group practice for quality reasons or of any action affecting such physician's license to practice medicine.

5. PROVIDER agrees that NETWORK and Group may use PROVIDER's name, address, phone number, and type of practice in NETWORK and Group's roster of Plan Providers and in similar NETWORK and Group listings.

6. PROVIDER agrees that NETWORK may include PROVIDER in any panel of providers presented by NETWORK to any Group. PROVIDER further understands that he/she may be included or excluded in any particular panel. In consideration of this Agreement, PROVIDER further understands that NETWORK is not guaranteeing whether PROVIDER will be included or excluded in any particular panel or that he/she will be included or excluded in all such panels. NETWORK shall notify PROVIDER in writing whenever he/she is included or excluded from in any such panel.

7. If PROVIDER is a group practice, PROVIDER acknowledges that whenever a physician leaves the group practice, the physician shall no longer provide Covered Services to Eligible Persons unless he/she executes a new Provider Agreement with NETWORK.

DocuSign Envelope ID: F0D591D8-3341-4CB8-AA7B-7DE26772D5D9

H. Electronic Data Interface. PROVIDER agrees to comply with NETWORK or Group's electronic data interface, and/or electronic information exchange network for purposes including, but not limited to, claims submission, claims payment, membership eligibility reporting, referral, prior authorizations. Each party shall be accountable for the cost of maintaining their own electronic data interface with one another.

ARTICLE IV. TERM AND TERMINATION

A. Term. This Agreement shall be effective for a thirty-six (36) month period, beginning January 1, 2021 ending December 31, 2023, unless terminated sooner in accordance with the provisions of this Agreement.

B. Termination. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party.

C. Breach. This Agreement may be terminated by either party at any time for material breach on the part of the other party of any terms of this Agreement, by giving thirty (30) days written notice to the other party. If the breaching party does not cure the breach of the terminating party within thirty (30) days of the notice date, the Agreement shall become effectively terminated at the end of such thirty (30) day notice period.

D. Immediate Termination. This Agreement shall terminate immediately if PROVIDER has violated or failed to comply with any applicable law, or is censured, placed on probation, or has his/her license to practice medicine or a related healing art suspended, revoked, or nullified in any state in which PROVIDER actively practices or practiced. It shall also terminate immediately in the event PROVIDER is charged with a felony or is expelled or suspended from the Medicare or Medicaid programs (Titles XVIII or XIX of the Social Security Act). Additionally, it shall also terminate immediately in the event PROVIDER fails to meet the NETWORK's or Group's policies and procedures, including, without limitation, quality standards, which include, but is not limited to compliance with and successful completion of credentialing and recredentialing. If PROVIDER is a group practice, NETWORK shall have the option to terminate participation of specific physician or health care provider in such group practice. NETWORK may also terminate this Agreement immediately upon written notice to PROVIDER if the ownership of PROVIDER changes.

E. Group Practice or Health Care Facility. If this Agreement is with a group practice or health care facility, the members of the group practice or employees of the health care facility, who are listed as PROVIDERs on Attachment A, shall no longer be considered as PROVIDERs nor have any further rights, duties or obligations pursuant to the terms of this Agreement, except as expressly set forth in this Agreement: (a) once the PROVIDER is no longer offering his/her services as a member of the group practice or employee of the health care facility; or, (b) upon the termination of this Agreement between NETWORK and the group practice or the health care facility.

F. Effect of Termination. If this Agreement is terminated pursuant to the terms of this Agreement, the rights of each party shall terminate, provided, however, that such action shall not release PROVIDER, NETWORK or Group, as applicable, of their obligations with respect to:

DocuSign Envelope ID: F0D591D8-3341-4CB8-AA7B-7DE26772D5D9

1. Group's agreement to issue payment to PROVIDER for Medically Necessary Covered Services rendered to Eligible Persons with dates of service prior to termination; and

2. PROVIDER's agreement not to seek compensation from Eligible Persons for Covered Services provided prior to termination; and

3. Completion of treatment of Eligible Persons then receiving care for thirty (30) days or until continuation of the Eligible Persons' care can be arranged by NETWORK or Group, to another provider.

If this Agreement is terminated, if requested by NETWORK or Group, PROVIDER shall continue to provide and be compensated by NETWORK for services provided under the terms of this Agreement to Eligible Persons who are in a treatment plan or have been prior authorized for any services to be performed by PROVIDER..

ARTICLE V. GENERAL PROVISIONS

A. Modifications of this Agreement. This Agreement may be modified by written agreement signed by the authorized representative of the parties hereto.

Any modifications to this Agreement resulting from or caused by a change or modification in the Group's Plan, including modifications in the manner in which Covered Services are made available to Eligible Persons, may be made without prior notice to or approval of PROVIDER.

B. Interpretation. This Agreement shall be governed by the applicable laws of the State of Nevada. The invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other terms or provisions. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

C. Assignment. Except as expressly provided otherwise in this Agreement, neither party shall, without the prior written consent of the other party, which cannot be unreasonably withheld, assign, and delegate or subcontract any of its rights, duties or obligations under this Agreement or any portion thereof without the prior written approval of duly authorized representative of the other party.

D. Relationship of Parties. None of the provisions of this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, representative or joint venturer of the other.

E. Provider Incentives. Both NETWORK and the PROVIDER understand and agree that any payment made directly or indirectly to the PROVIDER under any PROVIDER incentive provisions set forth in the Agreement or any appendix hereto are not made as an inducement to reduce or limit medically necessary services to any specific Eligible Person.

DocuSign Envelope ID: F0D591D8-3341-4CB8-AA7B-7DE26772D5D9

F. Arbitration. Any controversy or dispute arising out of, relating to, or connected with this Agreement or the relationship created pursuant to this Agreement, except for termination of the agreement pursuant to Article IV, Section B of this agreement, shall be submitted to final and binding arbitration as the sole and exclusive remedy. The arbitration shall be governed by the Federal Arbitration Act, as amended, and shall take place in Las Vegas, Nevada or such other location as the parties may agree. The arbitration shall be conducted in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration, in effect as of the date the demand for arbitration is filed; provided, however, the parties are entitled to full discovery as provided in the Nevada rules of civil procedure. The parties each shall bear all of their own costs of arbitration; provided however, the fees of the arbitrator shall be divided equally among the parties participating in the arbitration. The award or decision by the arbitrator shall be final and binding. Each party shall have the right to seek from an appropriate court equitable provisional remedies including, but not limited to, temporary restraining orders or preliminary injunctions before, during or after arbitration. Seeking any such remedies shall not be deemed to be a waiver of any party's right to compel arbitration.

G. Indemnification. Each party to this Agreement respectively assumes responsibility for liability, real or alleged, arising from its activities performed pursuant to this Agreement.

1. NETWORK shall indemnify and hold PROVIDER harmless from and against any and all liability, losses, damages, claims or causes of action and expenses connected therewith (including reasonable attorneys' fees and court costs) caused or asserted to have been caused directly or indirectly as a result of NETWORK's failure to perform its obligations under the terms of this Agreement.

2 To the extent expressly authorized by Nevada law, PROVIDER agrees to indemnify and hold NETWORK and/or Group harmless from and against any and all liability, losses, damages, claims, or causes of action, and expenses connected therewith (including reasonable attorneys' fees and court costs), caused or asserted to have been caused, directly or indirectly, by or as a result of (a) PROVIDER's failure to perform its, his or her obligations under the terms of this Agreement, (b) PROVIDER's and any of its employee's, contractor's or agent's acts or omissions with respect to clinical care or the provision of medical services or (c) the negligent and/or intentional actions of officers, employees, servants, agents, representatives, or any person directly engaged or retained by PROVIDER.

H. No Presumption Against Drafter. It is agreed between the parties that this Agreement was jointly negotiated and jointly drafted by the parties and their respective attorneys and that it shall not be interpreted or construed in favor of, or against, any party on the grounds that said party drafted the Agreement.

I. Confidentiality. Network acknowledges that Provider is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239 and as such its contracts are public documents available to copying and inspection by the public. This Agreement shall not become effective until it is presented to and approved during a public meeting of provider's governing board. If Provider receives a demand for the disclosure of any information related to this Agreement which Network has claimed to be confidential and proprietary, such as Network's rates, provider manuals, programs, services, business practices or procedures, Provider will immediately notify

DocuSign Envelope ID: F0D591D8-3341-4CB8-AA7B-7DE26772D5D9

Network of such demand and if PROVIDER is unable to redact confidential and proprietary information, Network shall immediately notify Provider of its intention to seek injunctive relief in a Nevada court for protective order. In the event the parties are unable to mutually resolve a request for NETWORK's confidential and proprietary information, Network shall indemnify and defend Provider from any claims or actions, including all associated reasonable costs and attorney's fees, demanding the disclosure of Network's documentation in Provider's custody and control in which Network claims to be confidential and proprietary.

J. Entire Agreement. This document, with its attachments/exhibits, constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement.

K. Non-Exclusivity. Nothing in this Agreement shall be intended or construed to prevent either party from entering into substantially similar agreements with other entities similar to the other party.

L. Change in Law. Should any law, regulation or procedure of the government or any governmental agency, or the parties reasonable interpretation thereof, effect a change which materially affects the ability of a party to satisfy any provision of this Agreement, the parties shall forthwith and in good faith renegotiate the affected provision so that such provision can be satisfied in accordance with such law, regulation or procedure. If the parties are unable to agree on an acceptable change to the affected provision, either party may terminate this Agreement upon no less than ninety (90) days' prior written notice to the other party.

M. Captions. The captions and headings used in this Agreement are for convenience only and do not limit or amplify the terms and provisions hereof.

N. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is held to be illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect in the absence of the illegal, invalid or unenforceable provision of application. To this end, all provisions of this Agreement are declared to be severable.

O. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, and all of which shall, for all purposes, constitute one and the same instrument. A facsimile or electronic signature hereto shall be fully effective as if an original.

P. Notices. All notices required by this Agreement shall be in writing and shall be sent overnight delivery, hand delivery or certified mail, return receipt requested, to the respective parties at their principal office set forth below. The date the notice is sent shall be considered the date of notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the _____ day of _____, _____, and it shall become effective on the _____ day of _____, _____.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____

Mason VanHouweling
Chief Executive Officer

1800 W. Charleston Blvd.

Las Vegas, Nevada 89102
City State Zip

_____
Telephone Number: 702-383-2000

Fax Number

88-6000436
Fed. Tax. I.D.# (For Corporation/Partnerships)

N/A
Social Security # (For Sole Proprietor/ Individual)

_____
State License Number

BU2780206
D.E.A. (B.N.D.D.) Number

29-0007
Medicare I.D. Number

1548393127
NPI Number

CULINARY HEALTH FUND ADMINISTRATIVE SERVICES LLC

DocuSigned by:
By: Kathy Silver
A0C594C570724C0...
Signature

Kathy Silver
CEO

Address: 1901 Las Vegas Blvd., S., #101
Las Vegas, NV 89104
(702) 892-7313

DocuSign Envelope ID: F0D591D8-3341-4CB8-AA7B-7DE26772D5D9

ATTACHMENT A

(To be used only if more than one provider will be providing service under this agreement)

_____

(Name of Individual/Group Provider or Association)

Physicians and Other Providers

For all licensed and credentialed providers who will be providing care to Eligible Persons, list full name and title, specialty, state license number, DEA number, UPIN number and Medicare ID number. Please note that your contract cannot be executed and given an effective date until all this information is provided to our office.

(attach separate listing if more convenient)

Name/Address/Phone (include MD, DO, etc.	Specialty (ties)	State License Number	DEA/ BNDD Number	NPI Number	*Medicare ID Number	*Fed. Tax ID Number

See attached

ATTACHMENT B

CULINARY HEALTH FUND ADMINISTRATIVE SERVICES LLC
REIMBURSEMENT

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

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:	UNITE HERE HEALTH	
(Include d.b.a., if applicable)	CULINARY HEALTH FUND	
Street Address:	1901 LAS VEGAS BLVD SOUTH #101	**Website:** www.culinaryhealthfund.org
City, State and Zip Code:	LAS VEGAS, NV 89104	**POC Name:** CINDY PEARSON **Email:** cpearson@culinaryhealthfund.org
Telephone No:	702-892-7342	**Fax No:** 702-892-7326
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 ☒ 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:
Kathy Silver

Signature — Print Name: KATHY SILVER

PRESIDENT — Title

12/3/2020 — Date

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Ratification of Purchase of 4-Plex COVID Test kits from Cepheid**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for ratification by the Governing Board the Commitment Agreement with Cepheid for the purchase of COVID-19 4-Plex Test Kits; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000991200
Funded Pgm/Grant: N/A
Description: 4-Plex COVID Test
Bid/RFP/CBE: NRS 332.112 and 332.115(4)
Term: Direct Purchase as needed basis through 12/31/2022
Amount: NTE $1,400,000.00
Out Clause: UMC has the right to refuse the delivery if the merchandise does not meet quality expectations.

BACKGROUND:

This request is for ratification of a Commitment Agreement to purchase 4-Plex test kits from Cepheid in order to support UMC's COVID-19 testing efforts in the Las Vegas community. The Purchase Commitment compliance level is 90% of UMC's purchases during the same quarter in 2020, at $680.00 per kit. UMC estimates its total purchases through December 31, 2022 will not exceed $1,400,000.

In accordance with NRS 332.112 and 332.115(4), the competitive bidding process is not required as the products purchased are goods commonly used by a hospital and being purchased under the emergency contract exception.

UMC's Chief Operating Officer and Director of Laboratory Services have reviewed and recommend approval of this agreement. This agreement has been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
December 9, 2020

Agenda Item #
5

Confidential

Cepheid

Sold to: University Medical Center Las Vegas

September 30, 2020

Dear Customer:

Within the next few weeks, Cepheid will be making its Xpert® Xpress SARS-CoV-2/Flu/RSV* product (Part # XPCOV2/FLU/RSV-10) ("4-Plex") available for purchase outside of our volume commitment agreement and the purchasing agreement between Cepheid and your GPO (collectively, the "Agreements"). 4-Plex is an RT-PCR test designed to detect and differentiate Flu A, Flu B, RSV and SARS-CoV-2 and will initially be offered under Emergency Use Authorization on an order-by-order basis. Cepheid will make 4-Plex available to you for purchase at $680.00 per kit (10 tests per kit), which includes a discount of 35% off list price. In addition, through the end of the 2020/2021 flu season, Cepheid will make good faith efforts to supply you with respiratory assays in approximately the same quantity of total Xpert Flu/RSV, Xpert Xpress Flu and Xpert Xpress Flu/RSV assays you purchased between October 2019 and March 2020. You and your Cepheid Sales representative will work together in good faith to distribute the quantity of tests Cepheid plans to ship you each month.

To receive this offer, you agree that beginning on January 1, 2021 and continuing through December 31, 2022, you will make minimum annual purchases equal to 90% of the total dollar value of all reagent tests (including Cepheid's Xpert® Xpress SARS-CoV-2* and 4-Plex purchases made outside of the Agreements) that you purchased during calendar year 2020 ("Purchase Commitment"). The Purchase Commitment will be measured and tracked on a quarterly basis. You will be considered to be in compliance with the Purchase Commitment if your quarterly purchases are equal to at least 90% of your purchases during the same quarter in 2020. The Purchase Commitment can be met with any reagent tests offered for sale by Cepheid.

In order to accept the offer set forth in this letter, please sign and return a copy to your Cepheid Sales representative on or before November 16, 2020. If you have any questions, please contact your Cepheid Sales representative.

Very truly yours,
CEPHEID

Joe Freels
VP/Commercial GM, the Americas

US-IVD. In Vitro Diagnostic Medical Device
*For use under an Emergency Use Authorization (EUA) only in the United States
B-1

SalesTeam:Matt Cannon / Rob Vanderwood	*SAP Ship-to ID:1000002872*	*Contract #:new*	*STL:NO*

904 Caribbean Drive · Sunnyvale, CA 94089 · 408-541-4191 · www.cepheid.com

Accepted and Agreed to by:

CUSTOMER

By: Mason Van Houweling

Name: Mason Van Houweling

Title: CEO

Date: 11/13/2020

US-IVD. In Vitro Diagnostic Medical Device
*For use under an Emergency Use Authorization (EUA) only in the United States
B-1

SalesTeam:Matt Cannon / Rob Vanderwood	*SAP Ship-to ID:1000002872*	*Contract #:new*	*STL:NO*

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:	Cepheid		
(Include d.b.a., if applicable)			
Street Address:	904 Caribbean Dr	**Website:**	WWW.cepheid.com
City, State and Zip Code:	Sunnyvale CA 94089	**POC Name:**	Jason McCreary
		Email:	jason.mccreary@cepheid.com
Telephone No:	408 541-4191	**Fax No:**	408 541-4192
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)
N/A		

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

1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

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

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature — Print Name: Robert Uhlfelder

Title: SVP, Legal & General Counsel — Date: June 14, 2018

REVISED 7/25/2014

Board of Directors

John L. Bishop

Mr. Bishop joined us as Chief Executive Officer and as a director in April 2002. Mr. Bishop served as President and a director of Vysis, Inc., a genomic disease management company that was acquired by Abbott, from 1993 to 2002 and as Chief Executive Officer from 1996 to 2002. From 1991 until 1993, Mr. Bishop was Chairman and Chief Executive Officer of MicroProbe Corporation, a biotechnology company, and, from 1987 until 1991, of Source Scientific Systems, a biomedical instrument manufacturing company. From 1984 to 1986, Mr. Bishop was President and Chief Operating Officer of Gen-Probe, Inc. From 1968 to 1984, Mr. Bishop held various management positions with American Hospital Supply Company and its affiliates, including a three-year assignment in Japan as an Executive Vice President and Chief Executive Officer of International Reagents Corp., a joint venture between American Hospital Supply Company and Green Cross Corporation. Mr. Bishop currently serves as a director of Conceptus, Inc. In addition, he is a member of the Health Section Governing Board of the Biotechnology Industry Organization and a member of the AdvaMed Dx Board, a division of The Advanced Medical Technology Association.

Cristina H. Kepner

Ms. Kepner joined us as a director in May 1998 and was named Lead Independent Director in February 2013. She was with Invemed from 1978 to 2000, where she served in a variety of capacities. Prior to retiring from Invemed Associates, LLC in December 2000, Ms. Kepner served as Executive Vice President and Corporate Finance Director. Ms. Kepner served as a director of Monogram Biosciences, Inc. from May 1996 until August 2009, when it was acquired by Laboratory Corporation of America Holdings, and as a director of Quipp, Inc. from January 1995, including Chairman of the board of directors from April 2004, until June 2008, when it was acquirec by Illinois Tool Works Inc.

Thomas D. Brown

Mr. Brown joined us as a director in February 2006. Mr. Brown joined Abbott Laboratories in 1974 as a sales representative in the Company's Diagnostics Division (ADD). From 1977 through 2002, he held numerous sales, marketing, and general management positions of increasing responsibility within ADD. In 1985 he assumed the position of Director of Sales and in 1986 was promoted to Divisional Vice President of U.S. Sales. In 1987 he was named Divisional Vice President and General Manager, Western Hemisphere Commercial Operations and in 1992 he was named Divisional Vice President, Commercial Operations. He was elected Corporate Vice President Worldwide Diagnostic Commercial Operations in 1993. In 1998, Mr. Brown was named Senior Vice President and President Diagnostics Division, a position held until his retirement from Abbott Labs in 2002. Mr. Brown holds a Bachelor of Arts degree from the State University of New York at Buffalo. He also currently serves on the Board o Directors for Quidel Corporation and Stericycle.

Robert J. Easton

Robert Easton joined us as a director in January 2002. Mr. Easton is a co-founder and co-Chairman of Bionest Partners, a specialty medical business consulting firm. Previously he was Chairman of Easton Associates, a Managing Director of IBM Healthcare Consulting and President of The Wilkerson Group. He co-founded and

served as a director of Apex Ventures, a Special Purpose Acquisition Company. Prior to his consulting career Mr Easton served in managerial roles for the industrial gas and medical products divisions of Union Carbide and Union Carbide Europe.

Thomas L. Gutshall

Mr. Gutshall is co-founder of Cepheid and served as its first CEO, and as Chairman of the Board from August 1996 to February 2013. He was formerly President and COO of CV Therapeutics in Palo Alto. Prior to joining CV Therapeutics in 1995, he was Executive Vice President at Syntex Corporation and a member of the Pharmaceutical Executive Committee. His responsibilities included Syva Company, Syntex Agribusiness, Pharmaceutical and Chemical Operations and Services, Syntex Pharmaceutical Intl. Ltd., and Environmental Health and Safety. Mr. Gutshall also serves as a Director of Silver Bullet Therapeutics and PROFUSA.

Wayne G. Paterson

Mr. Paterson joined us as a Director in April 2015. Mr. Paterson is the Chief Executive Officer and founder at ProCom Rx, a company developing promotional compliance and closed loop marketing platforms for the pharmaceutical industry. From January 2008 to June 2013, Mr. Paterson was employed at Merck Serono, where he served most recently as President, Europe, Canada, Australia, Israel from December 2012 to June 2013 and as Executive Vice President Emerging Markets and Global Head Cardiovascular, Endochrine, Metabolic Medicine from June 2010 to December 2012 and President of Merck Japan from January 2008 to June 2010. Prior to Merck Serono, Mr. Paterson worked at Roche for 10 years. Mr. Paterson also serves as a member of the board o Admedus Ltd. Mr. Paterson brings to our Board approximately 25 years of experience as a senior executive in the international pharmaceutical industry, covering therapeutic areas such as oncology, infectious diseases and cardiovascular and has had extensive operational and financial responsibilities in the emerging, European and U.S. markets.

David H. Persing, M.D., Ph.D.

Dr. Persing first joined us as a director in May 2004, and became our Executive Vice President and Chief Medical and Technology Officer in August 2005. From 1999 to 2005, Dr. Persing was a research executive and Chief Scientific Officer at Corixa Corporation, a Seattle-based biotechnology company, until its acquisition by GlaxoSmithKline. From 1990 to 1999 he was a member of the Clinical and Research Faculty of the Mayo Clinic in Rochester, Minnesota where he conducted research on hepatitis viruses, tick-borne infections and molecular diagnostics. In 1992 he founded and directed the Molecular Microbiology Laboratory at Mayo Clinic. He has authored over 270 peer-reviewed articles and has served as Editor in Chief for four textbooks on Molecular Diagnostics, the most recent of which was published by ASM press in 2011.

Hollings C. Renton

Mr. Renton joined us as a director in March 2000. Mr. Renton retired from Onyx Pharmaceuticals, Inc., a biopharmaceutical and biotherapeutics company, in March 2008, where he had served as a director beginning in April 1992, President and Chief Executive Officer beginning in March 1993 and Chairman of the Board beginning in June 2003. From 1991 to 1993, he served as President and Chief Operating Officer of Chiron Corporation, a pharmaceutical company, following its acquisition of Cetus Corporation. Prior to the acquisition, he served as President of Cetus Corporation from 1990 to 1991 and as Chief Operating Officer from 1987 to 1990. Mr. Renton also serves as a member of the Boards of Directors of Portola Pharmaceuticals and Kythera Biopharmaceuticals. Mr. Renton's extensive experience as the chief executive officer of life sciences companies provides useful management perspective and strategic analysis to our Board deliberations.

Glenn D. Steele Jr., M.D., Ph.D.

Dr. Steele joined us as a Director in 2011. Dr. Steele was President and Chief Executive Officer of Geisinger Health System, a physician-led health care system serving multiple regions of New Jersey and Pennsylvania, from March 2001 thru June 2015. Prior to that, he was at the University of Chicago where he served as the Richard T. Crane Professor in the Department of Surgery, Vice President for Medical Affairs, and Dean of the Biological Sciences Division and of the Pritzker School of Medicine. Dr. Steele serves on the boards of Wellcare Health Plans Inc., xG Health Solutions, Inc. as Chairman, PTC Therapeutics and Ingenious Medicine.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Award of Bid No. 2020-07, Pharmacy Clean Room Design and Build Project**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the award of Bid No. 2020-07, Pharmacy Clean Room Design and Build Project, to Martin-Harris Construction, LLC, the lowest responsive and responsible bidder; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5430.011 Fund Name: Clark County Capital Equipment Transfer
Fund Center: 3000999901 Funded Pgm/Grant: N/A
Description: Award of Bid 2020-07 Pharmacy Clean Room Design and Build Project
Bid/RFP/CBE: Formal bid pursuant to NRS 338.1385
Term: 182 calendar days from Notice to Proceed
Amount: $1,822,040 ($1,518,367 quote plus $303,673 construction conflict allowance)
Out Clause: Any time for cause or Owner's convenience

BACKGROUND:

On August 16, 2020, Bid No. 2020-07 was published in the *Las Vegas Review-Journal*. This bid is to design and install approximately 4,182 square feet of ISO Class 7 and ISO Class 8 Clean Rooms designed in compliance with ISO 14644-1 standards and 2018 FGIs. This project shall include design, engineering, furniture, fixtures, equipment, material, project management, professional installation, Clean Room certification, start up, required permits, state and local fees, inspections and final clearances necessary to operate the Clean Room environments and support spaces.

Cleared for Agenda
December 9, 2020

UMC received responses from:

Bids Received	Total Base Bid Amount
Martin-Harris Construction, LLC.	$1,518,367.00
DM Stanek	$1,552,079.00
Penta	$1,987,483.00
Affordable Concepts	$2,000,298.00
Carter Health*	N/A

**Bid submitted by bidder was non-compliant*

The bids were received and opened on October 22, 2020. All bids included pricing for add alternate projects. The apparent low bid of $1,518,367 was received from Martin-Harris Construction, LLC, based in Las Vegas, Nevada. Martin-Harris Construction, LLC, properly submitted all required documentation within the relevant deadlines. Staff has reviewed all materials and recommends that the bid be awarded to Martin-Harris Construction, LLC, which was the lowest responsive and responsible bidder.

The term of the agreement is 182 calendar days from the date of the Notice to Proceed. UMC may terminate the agreement at any time for its convenience, upon written notice to Martin-Harris Construction, LLC.

Director of Facilities Maintenance and Manager of Facilities Maintenance as well as the Director of Pharmacy and Manager of Pharmacy 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.

Martin-Harris Construction, LLC, currently holds a valid Clark County Business License.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

INVITATION TO BID

BID NO. 2020-07
PHARMACY CLEAN ROOM DESIGN AND BUILD

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
CONFIRMATION FORM
for
RECEIPT OF BID NO. 2020-07
PHARMACY CLEAN ROOM DESIGN AND BUILD

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

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

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO. **BID 2020-07**

DESCRIPTION: **PHARMACY CLEAN ROOM DESIGN AND BUILD**

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name:_____

Company Address:_____

City / State / Zip:_____

Name / Title:_____

Area Code/Phone Number:_____

Email Address:_____

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

TABLE OF CONTENTS

INVITATION TO BID

INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

- SECTION 1: GENERAL
- SECTION 2: MATERIALS
- SECTION 3: LABOR
- SECTION 4: SITE SAFETY AND SECURITY
- SECTION 5: PROJECT COSTS AND WAGES
- SECTION 6: PROJECT COMPLETION
- SECTION 7: PROJECT CONFLICTS
- SECTION 8: FORCE MAJEURE

EXHIBIT A: SCOPE OF WORK

SPECIAL CONDITIONS

BID FORM

- BID ATTACHMENT 1 - BID BOND
- BID ATTACHMENT 2 - DESIGNATION OF SUBCONTRACTORS
- BID ATTACHMENT 3 – AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY
- BID ATTACHMENT 4 - SCHEDULE OF VALUES
- BID ATTACHMENT 5 – PROJECT WORKFORCE CHECKLIST

EXHIBIT B: BONDS AND INSURANCE REQUIREMENTS AND FORMS

- INSURANCE REQUIREMENTS
- CERTIFICATE OF INSURANCE FORM
- ENDORSEMENT FORM
- PERFORMANCE BOND FORM
- LABOR AND MATERIAL PAYMENT BOND FORM
- GUARANTY BOND FORM

EXHIBIT C-1: MEDIATOR AGREEMENT

EXHIBIT C-2: CONFIDENTIALITY AGREEMENT

EXHIBIT D: CONTRACTOR ACKNOWLEDGEMENT OF UMC PROCEDURES & PRACTICES

EXHIBIT E: INFECTION CONTROL RISK ASSESSMENT FOR CONSTRUCTION ("ICRA")

ATTACHMENTS:

- DISCLOSURE OF OWNERSHIP/PRINCIPALS
- REPRESENTATIONS AND CERTIFICATIONS
- PROGRESS BILLING WEEKLY WAGE AND HOUR REPORT OF PUBLIC WORK CONTRACTORS
- WORKERS EMPLOYED REPORT A
- WORKERS EMPLOYED REPORT B
- NON-APPORTIONED VEHICLE REPORT
- MATERIALS PURCHASED REPORT
- CLOSE-OUT DOCUMENTATION: SUMMARY REPORT OF SUBCONTRACTORS

University Medical Center of Southern Nevada

INVITATION TO BID

BID NO. 2020-07
PHARMACY CLEAN ROOM DESIGN AND BUILD

NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2021-20

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

ESTIMATED COST: $1,260,000

A **MANDATORY** Pre-Bid Conference will be held on **Tuesday, September 01, 2020** at **10:00 a.m. PDT**, in the Ambulatory Conference Room located in the Delta Point building at 901 Rancho Lane, Suite 265, Las Vegas, NV 89106. If your firm is unfamiliar with the OWNER's Bid Submittal procedures and would like to obtain training on the submittal process for this Bid, please contact Frances Heiy, Contracts Specialist, at (702) 207-8846 no later than **Thursday, August 27, 2020,** and a training session will be provided immediately following the pre-bid conference referenced above.

All questions/requests for clarification related to this Bid must be received in writing by Frances Heiy (Frances.Heiy@umcsn.com) no later than **5:00:00 p.m. PDT on Friday, September 11, 2020**. OWNER will issue any necessary Addenda by close of business **Friday, September 25, 2020.**

Bids will be accepted at the University Medical Center of Southern Nevada, Delta Point, 901 Rancho Lane, Ste. 265, Las Vegas, Nevada 89106, on or before **Tuesday, October 13, 2020** at **2:00 p.m. PDT,** based on the time clock at the OWNER'S Ambulatory front desk, Suite 265, and will be opened immediately thereafter. BIDDERs and other interested parties are invited to attend the Bid opening.

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

PUBLISHED:
Las Vegas Review-Journal
August 16, 2020

INSTRUCTIONS TO BIDDERS

BID NO. 2020-07
PHARMACY CLEAN ROOM DESIGN AND BUILD

1. PROJECT SCOPE OF WORK

University Medical Center of Southern Nevada is seeking a turnkey solution, installation, and configuration for a modular USP 800 compliant negative pressure Clean Room along with redesign of the USP 797 existing space and relocation/construction of support space and offices. This bid is to design and install approximately 4,182 square feet of ISO Class 7 and ISO Class 8 Clean Rooms designed in compliance with ISO 14644-1 standards and 2018 FGIs. The SUCCESSFUL BIDDER shall include design, engineering, furniture, fixtures, equipment, material, project management, professional installation, Clean Room certification, start up, required permits, state and local fees, inspections and final clearances necessary to operate the Clean Room environments and support spaces. The turnkey solution design will provide pricing which includes labor, material, and equipment necessary to bring the area into compliance. For full details, see exhibit A Scope of Work.

2. PRE-BID AND BID OPENING DATES

MANDATORY Pre-Bid Meeting and Site Walk – **Tuesday, September 01, 2020** at **10:00 a.m. PDT.**, Ambulatory Conference Room (located in Suite 265 of the Delta Point Building)

Bid Opening – **Tuesday, October 13, 2020** at **2:00 p.m. PDT**., Ambulatory Conference Room

3. DESIGNATED CONTACTS

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

4. CONTACT WITH OWNER DURING BIDDING PROCESS

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

5. DEFINITIONS

A. **Architect**: OWNER's representative or other person designated by the Governing Body, acting directly or through their duly authorized representative.

B. **Addendum**: A written document issued by the OWNER, via the Contracts Management Department, prior to the submission of Bids which modifies or clarifies the Bid Documents by additions, deletions, clarifications, and/or corrections.

C. **Additive/Deductive Bid Items:** An amount stated in the Bid to be added to or deducted from the contract amount for the corresponding change in the work, as described in the Bid Documents. The unit price(s) quoted shall remain firm throughout the contract term. Funding for the item(s) is provided in the Bid Form under the description of "Construction Conflicts and Additional Work," or shall be funded through the issuance of a formal change order as described herein. BIDDER must quote all item(s) to be responsive and considered for award.

D. **Additive Alternate Bid Item**: An amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the work, as described in the Bid Documents, is accepted by OWNER. Additive Alternate Items may be exercised by the OWNER with the award of the project, in sequential order only subject to the availability of funds. BIDDER must quote all items to be responsive and considered for award.

E. **Authorized Representative**: A person designated by the Governing Body to be responsible for the development and award of the Contract for the public work.

F. **Bidder(s)**: A Prime Contractor who submits a Bid to the OWNER for a project.

G. **Bid Form(s)**: The Bid Form pages, Bid Security, and any attachments.

H. **Bid Option Item:** An amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the work, as described in the Bid Documents, is accepted by OWNER. Bid Option Items may be exercised by the Owner with the award of the project, in sequential order only subject to the availability of funds. BIDDER must quote all items to be responsive and considered for award.

I. **Bid Documents**: Include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of Bids, as applicable.

J. **Consulting Architect/Engineer**: A licensed and registered professional contracted by the OWNER to design the project's special provisions and drawings.

K. **Consulting Construction Manager**: The Construction Management firm contracted by the OWNER to manage the construction of the project.

L. **Consulting Engineer**: A professional engineering firm contracted by the OWNER to design the project's specifications, special provisions and drawings.

M. **Contract**: Contract documents include the Bid Documents, BIDDER's Bid Form, all Addenda, BIDDER's Bonds and Insurance, Subcontractor Notification letters and Notice of Award.

N. Contract Drawings: The Contract Drawings used for bidding shall have the following title:

Pharmacy Clean Room Design & Build

The Contract Drawings do not purport to show all the details of the project. They are intended to illustrate the character and extent of the performance desired under the Contract; therefore, they may be supplemented or revised from time to time, as the project progresses, by the OWNER. Drawing revisions and/or additional drawings or sketches will be made and furnished to the Contractor if they are deemed necessary to adequately illustrate the project.

O. **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.

P. **Engineer**: OWNER's representative or other person designated by the Governing Body, acting directly or through their duly authorized representative.

Q. **Governing Body**: Used throughout these documents will mean the Clark County Board of Commissioners or University Medical Center of Southern Nevada's Governing Board.

R. **Owner**: The term used throughout these documents will mean University Medical Center of Southern Nevada ("OWNER").

S. **Planholders**: Prospective BIDDER(s) who have returned the Confirmation Form near the front of this Bid Document.

T. **Subcontractor/Independent Contractor**: Any individual, agent, firm, sole proprietor, or corporation to whom the Prime Contractor subcontracts any part of the project. There is no contractual relationship between the OWNER and the above-mentioned Subcontractor who perform work or services for the Prime Contractor.

U. **Successful Bidder**: BIDDER who is the lowest responsive, responsible and/or best BIDDER, to whom the Governing Body or the authorized representative has authorized the award of the contract.

6. BIDDER'S REPRESENTATION AND CERTIFICATIONS

A. **Each BIDDER by submitting their Bid represents that:**

1. BIDDER has read and understands the Bid Documents and asserts that its Bid is made in accordance therewith and shall be considered a firm offer for a period of 120 calendar days following the opening of bids. The BIDDER's offer may expire at the end of the 120 calendar day period.

2. BIDDER has visited the project site and is familiar with the local conditions under which the work is to be performed.

3. Prior to submission of the Bid, the BIDDER shall ascertain that it has received all Addenda issued. The BIDDER shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form.

4. BIDDER understands that all language in the Bid Document is non-negotiable.

5. The BIDDER(s), and the successful BIDDER(s), and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 338.017, Section 1, Paragraph 2, regarding Federal Debarment.

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

B. **Nevada State Contractors' Board Licensing**

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

2. The BIDDER(s), and the successful BIDDER(s), and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 624, during the bidding phase and Nevada Administrative Code, Chapter 624, through completion of the project.

C. **Journeyman and Master Electrician and Plumbing Examination Program**

1. All electricians providing supervision of electrical work on this project are required to possess a valid Clark County Development Services card appropriate to the scope of work being performed. The categories are Master Electrician and Journeyman Electrician, which have passed the International Code Council (ICC) Contractor Examination Services testing at www2.ICCSAFE.org or by calling 1-888-422-7233.

2. All plumbers providing supervision of the plumbing work on this project are required to possess a valid Clark County Development Services card for the appropriate scope of work being performed. The categories are Master Plumber and Journeyman Plumber. Tests are administered by the Southern Nevada Board of Plumbing Examiners (SNBOPE) at www.NBOPE.org or by calling 1-877-457-6482.

3. The general Contractor or specialty Contractor submitting a Bid to the OWNER shall validate that their employee(s) or their Subcontractor's employee(s) providing supervision for the scope performed maintain current valid cards throughout the term of this Contract. The BIDDER(s) and subsequent awarded BIDDER(s) agree to provide within twenty-four (24) hours of a request by the Owner, proof of current and valid cards for individuals planned or performing the supervision identified herein. Should any of these supervising employee's cards expire, that employee shall be replaced immediately with another qualified valid cardholder without any additional cost to the OWNER.

4. OWNER staff, including but not limited to, from Plant Operations, Contracts Management, and/or their contracted staff will perform unscheduled site visits to validate that the workers performing the electrical and plumbing work are in compliance with these requirements. Employees found performing work without the proper proof of compliance (valid card) shall be immediately replaced as specified above without any additional cost or associated impacts to the OWNER.

D. **Addenda and Interpretations**

1. If it becomes necessary to revise any part of this Bid, a written Addendum will be provided to all known Planholders. OWNER is not bound by any oral representations, clarifications, or changes made to the written specifications by OWNER's employees, unless such clarification or change is provided to Planholders in written Addendum form from the Purchasing and Contracts Division.

2. BIDDERs shall take no advantage of any apparent error or omission in the Bid Documents. In the event the BIDDERs discover such an error or omission, they shall immediately notify the OWNER. The OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid Documents through the issuance of an Addendum.

3. Addenda shall be posted on the Clark County Purchasing website and/or sent via e-mail, mail, or certified mail and will be made available for pick up to all known Planholders.

4. Copies of Bid Documents, including any Addenda, will be made available for inspection at OWNER's Contracts Management office.

5. BIDDERs shall verify receipt of all addenda issued by OWNER prior to submission of their Bid.

7. SUBMITTAL OF BID – REQUIRED DOCUMENTS

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

A. **Bid Form**

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

2. **Apprenticeship Utilization Act**:

a) SUCCESSFUL BIDDER, and its subcontractors shall be bound by and comply with Senate Bill 207 of the 2019 Nevada Legislative Session ("Statute"), which requires employment of Apprentices in Public Works, whenever the actual value of the contract totals $100,000 or more. SUCCESSFUL BIDDER shall abide by the Apprenticeship Standards, including the ratio of four (4) journeyworkers for each Apprentice and the Committee's (local joint committee on apprenticeship) jurisdiction to determine all Apprentice disputes with SUCCESSFUL BIDDER or SUCCESSFUL BIDDER shall request a waiver from Client, providing documentation justifying the waiver.

b) SUCCESSFUL BIDDER agrees to pay: (i) wages to the Apprentice, less authorized deductions, according to the Apprentice wage schedule set forth in the Apprenticeship Standards (Form 5910), and (ii) fringe benefit contributions pursuant to the terms of the Trust Agreements creating them and the Apprenticeship Standards. The SUCCESSFUL BIDDER shall pay the appropriate hourly contributions rates to each applicable Trust Fund, and any other employee benefit Fund required, for each hour worked by the Apprentice on the Public Works Project. Contribution payments shall be made at the time, place and in the manner directed by the Trust Funds' Administrator.

c) SUCCESSFUL BIDDER agrees to submit a complete monthly fringe benefit Contribution Report, identifying all work performed by the named Apprentice on the Public Works Project (subject to this Agreement), together with payment of any amounts owed. Both the Contribution Report and payments shall be submitted to the Administrator designated by the employee benefit Trust Funds, and to any other employee benefit Fund listed.

d) SUCCESSFUL BIDDER agrees to review SB 207, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: http://www.labor.nv.gov, or by calling (702) 486-2650. Per NAC 338.040, after a contract has been awarded, the Apprenticeship Utilization Act is in effect for the duration of the project. **Please note that if a change order causes a contract to exceed $100,000, the Owner will audit the entire contract period.**

3. **Subcontractors/Independent Contractors Information**

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

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

(1) A description of the labor or portion of the work that the prime contractor will perform; or

(2) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed.

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

(1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding $100,000.

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

c) 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.

d) If a BIDDER substitutes a Subcontractor for any Subcontractor who is named in the Bid without complying with the provisions of NRS 338.141; the BIDDER shall forfeit, as a penalty to the OWNER, an amount equal to one percent (1%) of the total amount of the contract.

e) If a BIDDER indicated pursuant to NRS 338.141 that he or she would perform a portion of work on the public work and, after the submission of the Bid, substitutes a Subcontractor to perform such work; the BIDDER shall forfeit as a penalty to the OWNER, the lesser of, and excluding any amount of the contract attributable to change orders the following:

(1) An amount equal to 2.5 percent (2.5%) of the total amount of the contract; or

(2) An amount equal to 35 percent (35%) of the estimate by the engineer of the cost of the work the BIDDER indicated pursuant to NRS 338.141 that he or she would perform on the public work.

f) BIDDER agrees that it will assume responsibility for acts or omissions of its subcontractors and of persons either directly or indirectly employed by them, as they are responsible for the acts or omissions of persons directly employed by the BIDDER. Nothing contained in the contract documents shall create any contractual relation between Subcontractor and the OWNER.

g) Per NRS 338.140.1.d, the OWNER agrees to provide, upon the OWNER's request, copies of any or all contracts that it may have with its Subcontractor(s), to be used to determine the price of additional work performed pursuant to change orders, to evaluate claims for costs incurred for the performance of additional work, and/or to prepare for potential mediation or litigation.

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

a) Discrimination:

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

b) Fair Employment Practices:

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

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

c) Close-out Documentation

As a part of the required contract close-out documentation, BIDDER shall submit a Summary Report of Material Suppliers and Subcontractors listing the name of the Subcontractor, Bid item or work performed, the Business Enterprise Group (BEG), Ethnicity Status, and Value of the contracts. The

close-out document shall be submitted in a manner that substantially meets the format and content of the form attached hereto as **Close-out Documentation Summary Report of Subcontractors**.

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

(1) MINORITY OWNED BUSINESS ENTERPRISE (MBE):

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

(2) WOMEN OWNED BUSINESS ENTERPRISE (WBE):

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

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

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

(4) SMALL BUSINESS ENTERPRISE (SBE):

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

(5) VETERAN OWNED ENTERPRISE (VET):

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

(6) DISABLED VETERAN OWNED ENTERPRISE (DVET):

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

(7) EMERGING SMALL BUSINESS (ESB):

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

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

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

B. **Bid Security**

1. Each Bid shall be accompanied by a Bid security (in the form of, at BIDDER's option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER) in the amount of five percent (5%) of the base Bid amount, pledging that the BIDDER will within **ten (10)** business days after OWNER's written request for insurance, furnish the bonds and insurance as required herein, covering the faithful performance of the BIDDER and the payment of all obligations arising hereunder. Bonds issued by a surety, who is an individual surety, are not acceptable to Clark County. Should the BIDDER refuse to or fail to furnish such bonds and insurance, the amount of the Bid security may be forfeited to the OWNER. All checks and money orders must indicate the Payee as University Medical Center of Southern Nevada and reflect the complete Bid number.

2. Surety companies executing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to Nevada Revised Statute Chapter 683A and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.

3. If submitting a Bid Bond it shall be written on either a standard Bid Bond form or the enclosed form (Bid Attachment 1), and the attorney-in-fact who executes the Bond on behalf of the surety shall affix to the Bond a certified and current copy of his/her power of attorney.

4. The OWNER will have the right to retain the Bid security of BIDDERs to whom an award is being considered until either (a) the bonds and insurance have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

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

8. SUBMISSION OF BIDS

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

The following are detailed delivery instructions for bids:

HAND DELIVERY	**U.S. MAIL DELIVERY**	**EXPRESS DELIVERY**
UMC – Contracts Management Delta Point Building 901 Rancho Lane, Suite 265 Las Vegas, Nevada 89106	UMC Attn: Contracts Management 1800 West Charleston Blvd. Las Vegas, NV 89102 UMC	UMC – Contracts Management Delta Point Building 901 Rancho Lane, Suite 265 Las Vegas, Nevada 89106

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

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

9. WITHDRAWAL OF BID

A. **Before Bid Opening:**

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

B. **After Bid Opening:**

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

10. TIE-BIDS

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

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

11. EVALUATION OF BIDS AND AWARD

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

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

B. **Award: Unit Prices**

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

C. **Intent to Award**

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

D. **Award Determination**

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

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

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

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

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

E. **Disclosure of Ownership/Principals**

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

F. **Award of Contract**

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

12. SCHEDULE OF VALUES

By 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:**

***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, 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 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:

a. No Registered Apprentice Programs exist for the craft/type of work required by the project; or
b. A request for Apprentices was denied, or not acted upon within 5 business days of submission; or
c. 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

14. BONDS AND INSURANCE REQUIREMENTS

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

BIDDERs are strongly urged to fax the bonds, insurance, and insurance certificate to their respective agents before the bid opening. The SUCCESSFUL BIDDER must provide these within ten (10) business days from date of Notice of Intent to 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. The SUCCESSFUL BIDDER shall provide all submittals requested in this section within ten (10) business days. If the SUCCESSFUL BIDDER does not provide the submittals on or before the tenth business day, or fails to keep the bonds or insurance policies in effect or allows them to lapse, the SUCCESSFUL BIDDER will pay to the OWNER the amount of **$100.00** per day as liquidated damages.

15. PROTESTS

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

bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:

A. 25% of the total value of the base bid submitted by the BIDDER filing the protest; or

B. $250,000.

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

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

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

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

16. REJECTION OF BID

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

17. FEDERAL, STATE, LOCAL LAWS

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

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 CONTRACTOR

a) It is understood that in the performance of the services herein provided for, BIDDER shall be, and is, an independent Contractor, and is not an agent, representative or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Further, BIDDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by BIDDER in the performance of the services hereunder. BIDDER shall be solely responsible for, and shall indemnify, defend and hold OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

b) BIDDER shall be fully and solely responsible for safety and health conditions for conducting all operations under this contract and at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. BIDDER shall continually and diligently inspect all equipment, materials and work to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions BIDDER shall furnish all safety equipment, supplies and instructions required for the work and enforce the proper use of such by its employees, agents, subcontractors and any and all sub-tier levels and suppliers. BIDDER shall notify the OWNER in writing of the name of their assign employee responsible for safety and health including a twenty-four-hour telephone number prior to commencement of work. BIDDER shall comply with all requirements of Nevada Revised Statute Chapter 618, Occupational Safety and Health, Nevada Administrative Code Chapter 618 and have established an active Safety Program in accordance therewith.

c) BIDDER will follow OWNER's standard procedures as followed by OWNER's staff in regard to programming changes; testing; change control; and other similar activities, including OWNER's Policy I-66 (Contracted Non-Employees/Allied Health Non- Credentialed / Dependent Allied Health / Temporary Staff / Construction / Third Party Equipment), and/or I-179 (Vendor: Roles Responsibilities and Credentialing) as may be amended from time to time. OWNER will provide a copy of said policy upon BIDDER request.

d) BIDDER shall be fully and solely responsible for background checks, compliance with immunizations, and badging as required by OWNER. Check with IntelliCentrics for current badging requirements; https://intellicentrics.com/supplier-credentialing/.

e) BIDDER acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; the OWNER may declare the BIDDER in breach of the Contract, terminate the Contract, and designate the BIDDER as non-responsible.

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

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

h) It shall be the duty of the BIDDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. BIDDER will not produce a work product that violates or infringes on any copyright or patent rights. The BIDDER shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the OWNER of any products or services furnished by BIDDER shall not in any way relieve the BIDDER of responsibility for the professional quality and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of BIDDER's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and BIDDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by BIDDER's performance or failures to perform under this Contract.

i) BIDDER shall appoint a qualified employee who will manage the performance of services, should this employee be unable to complete his or her responsibility for any reason, the BIDDER will immediately replace him or her with a qualified person and inform the OWNER in writing.

j) As built drawings and related specifications shall become and remain the property of the OWNER. Copies of the drawings and specifications retained by the OWNER may be utilized only for its use and for occupying and maintaining the project for which they were prepared, and not for construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by BIDDER during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have the right to reproduce all non-copy write protected documentation supplied pursuant to this Contract.

k) The BIDDER agrees that its officers, employees, Subcontractors and suppliers will cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.

l) The BIDDER agrees to provide the information on the attached "Disclosure of Ownership/Principals" form prior to any contract award by the Board of County Commissioners.

m) The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

20. RESPONSIBILITY OF OWNER

a) The OWNER agrees that its officers, employees, and contracted firms will cooperate with BIDDER in the performance of services under this Contract and will be available for consultation with BIDDER at such reasonable times with advance notice as to not conflict with their other responsibilities and in accordance with the communication methodology defined by the OWNER.

b) Owner's Departmental Responsibilities:

1. The OWNER's Contract Management Department will administer the bid solicitation, pre-bid conference, issue addenda, bid opening, bid protest, evaluation, Nevada State Contractors Board license compliance, no evidence of debarment in the Federal System of Award Management, bonds and insurance, Notice of Award of contract, and obtainment of governing body approval of fully executed change order(s), subcontractor substitutions, assignment of contractual rights, and any Notice to Remedy and Contract Termination. The OWNER's departmental representative assigned to administer the contract with the design professional (Architect/Engineer) shall review and approve all documents prior to presenting them to the Contracts Management Division for advertising a notice to bid and prior to release of a formal addendum.

2. Upon the issuance of a written Notice of Award, the services performed by BIDDER under this Contract shall be subject to contract administration for compliance with the terms of this Contract by OWNER's departmental representative assigned at the preconstruction meeting and/or as instructed in the written Notice to Proceed. OWNER's departmental representative shall provide all contract administration including issuance of the written Notice to Proceed for commencement of work/services, substitutions ("or equal"), coordination with design professional and construction management firm, progress payment evaluation(s), invoice approval, payments and retainage, surety performance 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 the OWNER's design professional, construction management firm or other OWNER contracted firm(s). OWNER's departmental representative responsibilities under this Contract may be delegated to appropriate staff members or a third party firm, and shall notify the BIDDER in writing before the effective date of each such delegation.

c) The review comments of OWNER's representative may be reported in writing as needed to BIDDER. It is understood that OWNER's representative's review and oral comments do not relieve BIDDER from the responsibility for the timely completion, professional quality and technical accuracy of all work delivered under this Contract unless modified through a formal written change order(s) approved by the governing body.

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

21. DISCLAIMER

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

GENERAL CONDITIONS

BID NO. 2020-07
Pharmacy Clean Room Design and Build

SECTION 1: GENERAL

1.1 NOTICE(S) TO PROCEED

a) **Notice to Proceed (for Work)**

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

1.2 TIME: COMPLETION OF PROJECT

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

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

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

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

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

c) **Contractor's Performance of Work**

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

d) **Liquidated Damages**

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

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

If the OWNER determines that the BIDDER has failed to comply with a requirement certified in its Public Works Bidder's Preference Affidavit, the OWNER may seek to recover by civil action

Liquidated Damages for material breach of the contract in the amount of one percent (1%) of the contract price.

1.3 PERMITS AND FEES

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

1.4 UTILITIES

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

1.5 STANDARDS AND CODES

a) Wherever references are made in the Contract to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply to the work of the project, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.

b) Where applicable, reference to the Uniform Standard Specifications shall mean the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition and revisions thereof, excluding Sections 102 and 103 of Division One, and/or the latest adopted Editions of the Uniform Building Code, Plumbing Code, Electrical Code, Fire Code, and Mechanical Code.

c) In case of conflict among any of the above referenced Specifications standards and codes, or between any referenced standards and codes and the Specifications, reference is made to Section 105, Subsection 105.04 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Current Edition, and revisions thereto, unless otherwise specified in the General Conditions.

1.6 TAXES

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

1.7 ASSIGNMENT OF CONTRACTUAL RIGHTS

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

1.8 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

a) The bidding and contract documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by the BIDDER. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of a discrepancy, the following precedence will govern:

1. Permits required by law from other agencies, and/or the County, issued to the BIDDER, and/or the County.
2. Change orders, supplemental contracts and amended contracts.
3. Instructions to BIDDERs, including any addenda.
4. General Conditions, including any addenda.
5. Special Provisions, including any addenda.
6. Contract Drawings, including any addenda.
7. Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, current edition, and all revisions through date of advertisement.

8. Uniform Standard Drawings for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, and all revisions through date of advertisement.

b) Notwithstanding the above, if a permit provision conflicts with a provision in items 2-8, above, the more stringent provision controls.

c) Notwithstanding the above, a change order, supplemental agreement or amended agreement takes precedence over a more stringent permit if the permitting agency approves in writing.

d) Notwithstanding the above, in the event of a conflict between addenda, the more recent addenda controls.

e) Notwithstanding the above, approved revisions to contract drawings, specifications and drawings will take precedence over items 5, 6, 7 and 8 respectively. Detailed contract drawings shall have precedence over general plans.

f) The BIDDER shall not take advantage of any apparent error or omission in the contract drawings or specifications. In the event the BIDDER discovers such an error or omission, the BIDDER shall immediately notify the OWNER. The OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

1.9 INDEMNITY

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

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

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

1.10 ADA REQUIREMENTS

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

1.11 AUDITS

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

SECTION 2: MATERIALS:

2.1 PATENT INDEMNITY

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

BIDDER's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its construction manager.

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

2.2 SUBSTITUTIONS ("OR EQUAL")

a) **Policy**

1. Prior to proposing any substitute material, product, or service, BIDDER shall satisfy itself that the material, product, or service proposed is, in fact, equal to that specified. BIDDER may only request a substitution if a material or product will fit into the space allocated, affords comparable ease of operations, maintenance and service, that the appearance, and longevity is equal to or better than the material or product specified; or that the substitution of such material, product, or service by reason of cost savings, reduced construction time, or similar demonstrable benefit will be in OWNER's interest.

2. The burden of proof of equality of a proposed substitution for a specified material, product, or service shall be upon BIDDER. BIDDER shall support its request with sufficient test data and other means to permit OWNER to make a fair and equitable decision on the merits of the proposal. BIDDER shall submit drawings, samples, data and certificates for proposed substitute materials. Any material, product, or service by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. OWNER will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

3. Approval of a substitution shall not relieve the BIDDER from responsibility for compliance with all requirements of the Contract. BIDDER shall bear the expense for any changes in other parts of the work caused by any substitutions.

4. Materials, products or service proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of the specific material, product or service.

5. Substitutions will not be permitted in those instances where the product is intended to accommodate artistic design, specific function, or economy of maintenance.

b) **Procedure**

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

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

2.3 DELIVERY, UNLOADING AND STORAGE

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

2.4 INVOICING

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

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

All Invoices shall include the following information:

a) Company Name

b) Complete Address (including street, city, state and zip code)

c) Telephone Number

d) Contact Person

e) Purchase Order Number

f) Bid Number

g) Itemized Pricing

h) Company's Invoice Number

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

2.5 PAYMENT OF MATERIAL

a) At the discretion of the OWNER, payment for materials on hand may be made when a paid invoice is presented to the Architect/Engineer for inclusion with the estimate, provided the materials meet the requirements of the plans and specifications, and are stored under acceptable storage conditions. Payment for materials on hand does not alter the responsibility of the BIDDER for all materials until final acceptance of the work.

b) If materials are not specifically purchased for the work, but are taken from the BIDDER's stock, then in lieu of invoices, there shall be submitted to the OWNER statements accompanied by an affidavit of the BIDDER, certifying such materials were taken from its stock and the price and transportation claimed represent the actual cost to the BIDDER.

c) It is understood and agreed that the transfer of title to and the OWNER's payment of such stored or stockpiled material shall in no way relieve the BIDDER of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

2.6 WARRANTY

a) Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any work covered by the contract shall be new, and where grade is not specified, shall be of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to OWNER. Unless otherwise provided in the contract, BIDDER warrants all equipment, materials, and labor furnished or performed under this contract against defects in design, materials (unless furnished by OWNER), and workmanship for a period of **12 months** (unless longer guarantees or warranties are provided for in the contract in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the same were furnished or performed by BIDDER or by any of its subcontractors of any tier. Upon receipt of written notice from OWNER of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by BIDDER at a time acceptable to OWNER.

b) BIDDER shall perform such tests as OWNER may require verifying that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal of any barrier, necessary to gain access, shall be borne by BIDDER.

c) BIDDER warrants such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of 12 months from and after date of acceptance thereof. Should BIDDER fail to promptly make the necessary redesign, repair, replacement, and tests, OWNER may perform or cause to be performed the same at BIDDER's expense. BIDDER and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein.

SECTION 3: LABOR

3.1 PREVAILING WAGES

a) This is a prevailing wage project.

b) The BIDDER and Subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090. The

BIDDER shall ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the contract totals $100,000 or more. BIDDERs are responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: www.labor.nv.gov or by calling (702) 486-2650. Per NAC 338.040, after a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the duration of the project. **Please note that if a change order causes a contract to exceed $100,000, the OWNER will audit the entire contract period.**

c) In accordance with NRS 338.013.3, the BIDDER shall report to the Labor Commissioner and the OWNER the name and address of each subcontractor performing work on the project within ten (10) days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.

d) In accordance with NRS 338.060 and 338.070, the BIDDER shall forfeit as a penalty to the OWNER, amounts specified in NRS 338.060, for each calendar day or portion thereof that each workman employed on the OWNER's project is paid less than the designated rate for any work done under the contract by the BIDDER or any Subcontractor under it. If the BIDDER or any Subcontractor on the project fails to submit the certified payroll reports to the OWNER within **fifteen** (**15) calendar days** after the end of the month, the BIDDER shall forfeit as a penalty to the OWNER, amounts specified in NRS 338.060, for each calendar day or portion thereof for each workman employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of the BIDDER's business to determine the amount per worker per day to be imposed. Any BIDDER or Subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, if applicable, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, the Prime Contractor shall reimburse OWNER for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorneys' fees.

e) In accordance with NRS 338.070, BIDDER and each Subcontractor shall keep or cause to be kept:

1. An accurate record showing for each worker employed by the BIDDER or Subcontractor;
    i. The name of the worker;
    ii. The occupation of the worker;
    iii. If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
    iv. The actual per diem, wages, and benefits paid to the worker; and
2. An additional accurate record showing for each worker employed by the BIDDER or Subcontractor who has a driver's license or identification card;
    i. The name of the worker;
    ii. The driver's license or identification card number of the worker; and
    iii. The state or other jurisdiction that issued the license or card.

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

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

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

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

f) **The BIDDER shall comply with the requirements of NRS 338.020 and post in a generally visible place to the Workmen, the Nevada Prevailing Wage Rates and all addenda.**

g) **Certified Payroll Reports**: Pursuant to NRS 338.070, on any public work contract awarded for more than $100,000, the Contractor and each Subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem wages and benefits paid to each workman employed by it in connection with the public work.

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

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

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

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

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

3.2 STATE OF NEVADA LEGAL HOLIDAYS

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

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

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

3.3 COPELAND ANTI-KICK BACK ACT

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

3.4 EMPLOYMENT OF UNAUTHORIZED ALIENS

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

3.5 NON-DISCRIMINATION / FAIR EMPLOYMENT PRACTICES

a) Discrimination:

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The SUCCESSFUL BIDDER acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. The SUCCESSFUL BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an

individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the OWNER may declare the SUCCESSFUL BIDDER in breach of the contract, terminate the contract, and designate the SUCCESSFUL BIDDER as non-responsible.

b) Fair Employment Practices:

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

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

3.6 PREFERENTIAL EMPLOYMENT

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

3.7 SUBCONTRACTOR/INDEPENDENT CONTRACTOR

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

b) Any subcontract entered into by the BIDDER and its Subcontractor or Material Supplier shall not create any contractual relationship between the OWNER and Subcontractor or Material Supplier. It is the BIDDER's responsibility to ensure all subcontract agreements and material supply contracts comply with the terms and conditions set forth in this Contract and applicable Statutes. If the BIDDER submitted with its Bid a signed and notarized Affidavit, the BIDDER must include in each contract between the BIDDER and Subcontractor the apportionment of Bidder's Preference Liquidated Damages assessed (General Conditions Section 1,1.2(D).

3.8 REPORTING OF ALLEGED VIOLATIONS OF THE LAW

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

3.9 LABOR STRIFE

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

3.10 ELIGIBILITY FOR PREFERENCE IN BIDDING

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

3.11 BIDDERS RECEIVING PREFERENCE

a) If the BIDDER submitted, within two (2) hours after the completion of the opening of the Bid, a signed and notarized "Affidavit Pertaining to Preference Eligibility" form, and fails to comply with any of the requirements certified in the Affidavit, such failure is a material breach of the Contract and entitles the OWNER to liquidated damages in the amount of one percent (1%) of the Contract Price.

b) A person who submitted a Bid who believes that the BIDDER that obtained a preference bidding by submitting within two (2) hours after the completion of the opening of the bids a signed and notarized Affidavit has failed to comply with a requirement certified in the Affidavit, may file a "written objection" with the OWNER that sets forth proof or substantiating evidence to support the belief of the person or entity that the BIDDER has failed to comply.

c) If the OWNER receives a written objection from a person who submitted a Bid a BIDDER who submitted an Affidavit within two (2) hours after the completion of the opening of the bids has failed to comply with a requirement certified in the Affidavit, the OWNER shall determine whether the objection is accompanied by the required proof or substantiating evidence. If the OWNER determines that the objection is not accompanied by the required proof or substantiating evidence, the OWNER shall dismiss the objection. If the OWNER determines that the objection is accompanied by the required proof or substantiating evidence or if the OWNER on its own initiative determines that the required proof or substantiating evidence exists, the OWNER shall determine that the BIDDER has failed to comply with a requirement certified in his or her Affidavit, the OWNER may seek to recover by civil action liquidated damages for material breach of the Contract in the amount of one percent (1%) of the Contract Price.

d) If the BIDDER submitted within two (2) hours after the completion of the bid opening of the Bid, a signed and notarized Affidavit, the BIDDER must:

1. Each Contract between the BIDDER and a Subcontractor must provide for the apportionment of liquidated damages to be assessed if a person other than the BIDDER is responsible for a breach of the Affidavit. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.

2. Submit copies of the vehicle registration for all vehicles used primarily for the public work. For vehicles that are not registered in the State of Nevada, submit documentation confirming that the vehicle is registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 706.826. The documentation required by this subparagraph shall be provided no later than 30 calendar days following the first use of a vehicle on the Site and shall be supplemented as necessary during the course of the work to comply with the requirements certified by the Affidavit. Attached is a sample form that may be used to submit the documentation.

3. Submit a monthly report of all Suppliers of materials used for the Project with company name and address. Report shall be submitted no later than 15 calendar days following the end of each month during the course of the Work. A report showing the information in cumulative summary form shall be provided as a condition of Final Completion.

SECTION 4: SITE SAFETY AND SECURITY

4.1 RESPONSIBILITY FOR WORK SECURITY

a) BIDDER shall at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or damage of other means to any property. BIDDER shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, the OWNER's property, and the work site. BIDDER shall continuously inspect all its work, materials, equipment, and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions.

b) BIDDER shall comply with all applicable laws and regulations. BIDDER shall cooperate with OWNER on all security matters and shall promptly comply with any project security requirements established by OWNER. Such compliance with these security requirements shall not relieve BIDDER of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner BIDDER's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

c) BIDDER shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to OWNER in a timely manner.

4.2 CONTRACTOR SITE RESPONSIBILITIES

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

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

b) BIDDER shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by OWNER, do not unreasonably interfere with the performance of its work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage shall be borne by BIDDER.

c) OWNER reserves the right to permit access to the site by other contractors if necessary. BIDDER shall cooperate and coordinate with OWNER as needed.

d) BIDDER is responsible to secure all access points so as to prevent unauthorized persons from entering the project building and project site.

4.3 CONSTRUCTION SAFETY

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

a) General

1. The BIDDER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The BIDDER shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

2. In an emergency affecting the safety of life or of the Work or of adjoining property, the BIDDER shall follow the instructions of the OWNER or Consulting Architect or Engineer and, in the absence of such instruction, shall act at its discretion to prevent such threatened loss or injury.

b) Protection of Persons

1. The BIDDER shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby. The BIDDER shall designate a responsible member of its organization at the Project site whose duty shall be prevention of accidents.

2. Except as otherwise stated in the Contract Documents, if the BIDDER encounters on the Project site material reasonably believed to be asbestos, lead, or polychlorinated biphenyl (PCB), that BIDDER shall immediately stop work in the area affected and give notice to OWNER and any other appropriate entity of the condition. Work in the affected area shall not be resumed without written direction by the OWNER.

4.4 CLEANING UP

a) BIDDER shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, BIDDER shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before final payment is made, BIDDER shall, at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and BIDDER shall leave the premises and work site in a neat, clean, and safe condition. In the event of BIDDER's failure to comply with the above requirements may be accomplished by OWNER at the BIDDER's expense.

b) In the case of Public Works Off-Site Construction Reference to use of completed portions of the work, shall conform to Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

4.5 FIRE PREVENTION

a) BIDDER shall comply with all Federal, State, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the BIDDER.

b) All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden.

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

SECTION 5: PROJECT COSTS AND WAGES

5.1 CHANGE ORDERS

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

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

1. Products and Materials

I. The costs of products and materials to the BIDDER or Subcontractor, less any applicable trade discounts.

II. Where the BIDDER supplies products and materials to the OWNER directly, the BIDDER will be allowed to add a maximum of 10 percent (10%) overhead and profit in its billing to the OWNER.

III. Where the Subcontractor supplies products or materials to the OWNER, through the BIDDER, the BIDDER will be allowed to add a maximum of 10 percent (10%) overhead and profit for the Subcontractor, and above that, five percent (5%) overhead and profit for itself in its billing to the OWNER.

IV. The OWNER reserves the right to request copies of any invoice(s), including those from the originating supplier(s), Subcontractor(s), or manufacturer(s).

V. No overhead and profit will be allowed on any applicable taxes.

2. Labor

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

Labor costs shall be in compliance with the prevailing wage rates as specified in Section 3, Labor, 3.1 Prevailing Wages, if applicable.

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

Labor costs shall be in compliance with the prevailing wage rates as specified in Section 3, Labor, 3.1 Prevailing Wages, if applicable.

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

iv. Should a contract originally awarded for less than $100,000 be increased over that amount through the issuance of change order(s), the BIDDER shall then comply with all provisions and requirements of the Prevailing Wage Rates and represents that change order(s) will include labor and all related costs prior to presentation to the OWNER for consideration. Retroactive change order(s) will be rejected.

5.2 RELEASE OF RETENTION

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

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

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

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 the BIDDER's workers' compensation insurer.

e) All required documentation has been submitted to the OWNER and no request has been made to the OWNER by the Labor Commissioner, to hold retention.

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

SECTION 6: PROJECT COMPLETION

6.1 USE OF COMPLETED PORTIONS OF WORK

a) Whenever, as determined by OWNER, any portion of work performed by BIDDER is in a condition suitable for use, OWNER may initiate a certificate of substantial completion for that portion and take possession of, or use such portion.

b) Such use by OWNER shall in no case be construed as constituting final acceptance, and shall neither relieve BIDDER of any of its responsibilities under the Contract, nor act as a waiver by OWNER of any of the conditions thereof, provided that BIDDER shall not be liable for the cost of repairs, rework or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost, or delays the completion of remaining portions of work, BIDDER shall be entitled to an equitable adjustment mutually agreed upon prior to OWNER taking possession.

c) If, as a result of BIDDER's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to OWNER, OWNER shall have the right to continue such use until such portion of work can, without injury to OWNER, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve (12) months, unless otherwise mutually agreed upon in writing between the parties.

d) BIDDER shall not use any permanently installed equipment unless such use is approved by OWNER in writing. Where BIDDER's written request is granted for the use of certain equipment, BIDDER shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of OWNER.

e) If OWNER furnished an operator for such equipment, such operator's services shall be performed under the complete direction and control of BIDDER and shall be considered BIDDER's employee for all purposes other than the payment of such operator's wages, workers' compensation or other benefits paid directly or indirectly by OWNER.

f) Use of completed portions of off-site improvements shall be done in accordance with Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

6.2 RECORD DRAWINGS AND SPECIFICATIONS

a) Progress Records: During construction, BIDDER shall keep a marked-up, up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed.

b) Final Records: When specified or required upon completion of work, BIDDER shall furnish to OWNER a complete set of marked-up as-builts with "RECORD" clearly printed on each sheet. OWNER, at its expense, will furnish BIDDER with drawings for mark-up by BIDDER. BIDDER shall accurately and neatly transfer all deviations from progress as-builts, to final as-builts.

6.3 TESTING, INSPECTIONS, AND FINAL ACCEPTANCE

a) When BIDDER considers that all work under the Contract is complete, BIDDER shall inform OWNER in writing. When the results of inspection and testing satisfy OWNER that all work under the Contract is completed and in accordance with the requirements of this Contract, OWNER shall initiate the Notice of Completion process.

b) The date of final acceptance of the project shall be the date upon which the OWNER accepts and issues a Notice of Completion for the project. Final acceptance by OWNER does not constitute a waiver of BIDDER'S liability for the Work.

c) All warranties, guarantees and other applicable requirements designated in the Contract documents shall commence on the date of final acceptance of the project by the OWNER as defined herein except that OWNER, upon written request, may approve earlier commencement dates for system, equipment, or other specific items of work.

6.4 CONTRACT TERMINATION

a) Termination by the OWNER for Cause

1. The OWNER may terminate the Contract for Construction if the BIDDER:

   i. 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

   ii. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; or

   iii. Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or

   iv. Has otherwise materially breached the Contract.

2. When any of the above reasons exist, the OWNER may without prejudice to any other rights or remedies of the OWNER and after giving the BIDDER and the BIDDER's Surety, if any, **seven** (**7) business days** advance written notice, terminate the contract with BIDDER and may, subject to any prior rights of the Surety:

   i. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the BIDDER;

   ii. Accept assignment of Subcontractors pursuant to this Contract (contingent assignment of subcontracts to OWNER if Contract is terminated); and,

   iii. Finish the work by whatever reasonable method the OWNER may deem expedient.

3. When the OWNER terminates the Contract for one of the reasons stated in this section "Termination by the Owner for Cause," the BIDDER shall be entitled to receive payment only on work completed and accepted by OWNER as of that termination date.

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

b) Suspension by the OWNER for Convenience

1. The OWNER may, without cause, order the BIDDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the OWNER may determine.

2. An adjustment shall be made for increase in the cost of performance of the requirements of the Contract documents, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

   i. That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the BIDDER is responsible; or

   ii. That an equitable adjustment is made or denied under another provision of the Contract.

3. Adjustments made in the cost of performance must have a mutually agreed fixed price.

c) Termination for Convenience by OWNER

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

1. The OWNER will immediately notify the Architect/Engineer and the BIDDER in writing specifying the effective termination date of the Contract.

2. After receipt of the Notice of Termination, the BIDDER shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract.

   i. Stop all work.

   ii. Place no further subcontracts or orders for materials or services.

   iii. Terminate all subcontracts.

   iv. Cancel all material and equipment orders as applicable.

   v. Take action that is necessary to protect and preserve all property related to this Contract which is in the possession of the BIDDER.

3. Within 180 days of the date of the Notice of Termination, the BIDDER shall submit a final termination settlement proposal to the OWNER based upon costs incurred up to the date of termination, reasonable profit on work done only, and reasonable demobilization costs. If the BIDDER fails to submit the proposal within the time allowed, the OWNER may determine the amount due to the BIDDER because of the termination and shall pay the determined amount to the BIDDER.

SECTION 7: PROJECT CONFLICTS

7.1 DISPUTES

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

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

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

7.2 NOTICE OF NON-BINDING MEDIATION

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

a) A written demand by the party initiating the mediation that the claim, dispute, or other controversy be referred to a mediator;

b) The names, addresses and telephone numbers of the parties;

c) A reference to any contract provisions from which the claim, dispute or controversy arises;

d) A complete description and a specific statement of the claim(s), dispute(s) or controversy(ies) and a showing of entitlement to relief;

e) The relief or remedy sought and the amount of money claimed;

f) If the BIDDER is the initiating party, a copy of the BIDDER's documents generated in preparation or determination of prices included in the bid as required by NRS 338.140(1)(d);

g) If the BIDDER is the initiating party and if the claim, dispute or controversy is made by a subcontractor, a written statement by the BIDDER that it agrees with the merits and the amount of the claim;

h) If the BIDDER submits a total cost or modified cost claim, dispute or controversy then the BIDDER must submit documents showing: 1) that the nature of the particular losses make it impossible or highly impractical to determine the losses with a reasonable degree of accuracy; 2) that the bid was realistic; 3) that the actual costs are reasonable; 4) that the BIDDER was not responsible for the added expenses; and 5) that the County, and not anyone else, is responsible for the additional cost; and

i) If the BIDDER is the initiating party, it must submit the written demand of mediation to OWNER in the time period set forth in the claims presentment statute of NRS 244.250.

j) If the BIDDER is the initiating party of the claim, dispute or controversy, the BIDDER shall certify in writing that the claim is made in good faith, that the supporting data is accurate and complete to the best of the BIDDER's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which the BIDDER believes the OWNER is liable.

7.3 SELECTION OF MEDIATOR

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

7.4 COST OF THE MEDIATION

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

7.5 LOCATION OF THE MEDIATION

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

7.6 MEDIATOR AGREEMENT

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

7.7 MEDIATION PROCEEDING

a) The parties and the mediator shall agree on the date of the mediation and time of the mediation. Unless the parties and the mediators mutually agree otherwise, the mediation shall take place within ninety (90) days after execution of the mediator agreement.

b) Either party may be represented by an attorney. Representation is not required. Parties are expected to have present at the mediation an officer, partner, employee or other person authorized to make decisions regarding the resolution of the dispute, claim or controversy. BIDDER acknowledges that OWNER is a public body and any settlement agreed to by its authorized representatives is subject to approval by the Board of County Commissioners.

c) The mediation shall consist of one or more sessions totaling no more than sixteen (16) hours, unless otherwise mutually agreed to by the parties and the mediator. Unless the parties otherwise mutually agree, it shall be an irrebuttable presumption that efforts beyond sixteen (16) hours would be futile.

d) Prior to the mediation session, on a date mutually agreed upon by the mediator and the parties, as set forth in section 7.7(a), above, each party shall provide the mediator with a written memoranda addressing the facts, issues, legal arguments and damages related to the claim, dispute or controversy. In addition to the written statement, the parties shall produce all relevant information reasonably required by the mediator to understand the issues and positions presented. Each party will provide the written statement and supporting documents to the mediator only. The parties will not exchange the written statement and supporting documents. The written statement shall be double spaced, no smaller than twelve (12) characters per inch and not to exceed thirty (30) pages, unless mutually agreed to otherwise by the mediator and the parties. The party initiating the mediation shall provide the mediator with the information set forth in Item 7.2 of this section.

e) The mediation shall be confidential and, as a condition of the nonbinding mediation, the parties shall enter into a confidentiality agreement, attached hereto as Exhibit C-2 prior to the commencement of the mediation proceeding.

f) The mediation session will be private. Persons other than the parties and their representatives may attend only with the permission of both parties and the consent of the mediator. Unless mutually agreed to by the parties, the OWNER and BIDDER, along with its authorized representatives, shall be the only participants in the mediation. There shall be no stenographic record of the mediation process.

g) The parties agree to assert all claims, disputes and controversies known to the parties in their respective written statements submitted to the mediator.

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

7.8 TERMINATION OF MEDIATION

The mediation shall be terminated:

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

b) by declaration of the mediator that further efforts at the mediation are no longer worthwhile;

c) after the completion of the mediation session if the parties do not settle, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated;

d) a party gives written notice of withdrawal; or

e) when there has been no communication between the mediator and a party or a party's representative for fourteen (14) days, at no fault of the mediator, following the conclusion of the mediation session.

7.9 WORK IN PROGRESS

At all times while the informal negotiations or mediation action is pending, the BIDDER shall carry on with the work set forth in this Contract and maintain its progress schedule in accordance with the requirements of the Contract, unless 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

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

EXHIBIT A: SCOPE OF WORK

BID NO. 2020-07
Pharmacy Clean Room Design and Build

Project Name:	Modular Negative Pressure USP 800 Clean Room Design & Build Along with Positive Pressure USP 797 Redesign and Construction of Supporting Pharmacy/Office Space
Project Address:	1800 W. Charleston Blvd., Las Vegas, Nevada 89102
Project Location:	7 Story Tower, 1st Floor Pharmacy

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

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

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

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

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

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

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

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

1.0 Project Scope

1.1 Work will take place in the Inpatient Pharmacy Department (located on the main campus at 1800 W. Charleston Blvd, 1st floor of 7 story tower).

1.2 Work area security and access to work area(s) will be arranged through designated Plant Operations contact. Space will be made available on campus for short term staging of materials. A shipping container may be placed onsite at an area designated and arranged by Engineering Department contact.

1.3 Negative Pressure USP 800 Clean Room Design & Build with Positive Pressure USP 797 Redesign and Construction of Supporting Pharmacy/Office Space. See attached "Bid 2020-07 Pharmacy Clean Room Design and Build Specification Scope of Work" for specifications.

1.4 Demolition of existing flooring and reinstall flooring per the bid drawings. Refresh of paint for the entire unit.

1.5 SUCCESSFUL BIDDER should be able to demonstrate three (3) years of experience working in an operational hospital.

1.6 SUCCESFUL BIDDER will provide proof of recent (within 4 years) experience in constructing USP 797 and/or USP 800 compliant spaces.

1.7 SUCCESSFUL BIDDER will work with OWNER to develop the best approach and most cost effective means for utilizing existing space and bringing the pharmacy into compliance with current USP standards. SUCCESSFUL BIDDER will use the best available means and methods to affect the modernization.

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

2.0 Definitions and Applicable Documents:

2.1 Applicable Documents

2.1.1 Nevada Revised Statutes, Chapter 338 – Public Works

2.1.2 Nevada Revised Statutes, Chapter 624 – Contractors

3.0 License(s)

3.1 General Contractors shall possess a valid "B – General Building" license, in accordance with NRS, Chapter 624.

3.2 All subcontractors shall possess the appropriate valid specialty license(s), in accordance with NRS, Chapter 624.

4.0 Contractor's Responsibilities

4.1 Performance

4.1.1 SUCCESSFUL BIDDER is responsible for daily clean up and removal of refuse from areas of work. All refuse will be transported in covered containers through the facility.

4.1.2 SUCCESSFUL BIDDER will provide a dumpster for projects determined to generate more than 3 yards of refuse.

4.1.3 SUCCESSFUL BIDDER will be responsible to perform the work per the drawings and any written specifications.

4.1.4 SUCCESSFUL BIDDER is responsible for all area containment, and negative air filtration systems (if required) for the scope of work.

4.1.5 All workers assigned to work at UMC must provide proof of negative TB testing results. Flu vaccinations are highly encouraged. Any workers without a flu vaccination will be required to follow standard Infection Control policy of wearing a mask while working at UMC property.

4.1.6 SUCCESSFUL BIDDER will provide a copy of their current Safety Manual to OWNER'S Safety Department.

4.1.7 SUCCESSFUL BIDDER will follow and be compliant with Infection Control permit requirements if deemed necessary.

4.1.8 SUCCESSFUL BIDDER will follow and be compliant with any Interim Life Safety Management plans when deemed necessary.

4.1.9 SUCCESSFUL BIDDER will provide for review, and when approved be compliant with an applicable Clean Room Protocol when deemed necessary.

4.1.10 SUCCESSFUL BIDDER will secure all HVAC ducting when performance of work creates dust or smoke particulates as necessary to prevent contamination of existing duct systems.

4.1.11 All personnel must wear a badge issued by the Engineering Department/Plant Operations at all times while on campus.

4.1.12 Provide all management, supervision, labor, material, tools, equipment and disposal containers to complete the entire project.

4.1.13 Provide all material, equipment, tools and labor to establish and maintain any/all required temporary containment areas and negative air ventilation (to the outside or as directed) systems.

4.2 Includes:

4.2.1 Obtain any required permits and pay all applicable fees.

4.2.3 Hot work permits issued at the Engineering Department are required when cutting or grinding, or when performing any work that requires an open flame.

4.2.4 Construction waste to be contained within the construction area until transport.

4.2.5 Construction waste will be transported in covered containers through the facility.

4.2.6 Secure/cover fire alarm smoke detectors in area of construction to avoid false alarms.

4.2.7 All work to take place during regular hours (7 a.m. - 4 p.m.) Monday – Friday.

4.2.8 Responsible for the replacement, patching or repair of any of the building materials or adjacent surfaces damaged while performing scope of work.

4.2.9 Responsible for the security of all tools, materials, etc. while contractor physically present on the work site.

4.2.10 Costs associated with any required third-party inspections.

4.3 Excludes:

4.3.1 Salvage or storage of any kind of contents from the building.

4.3.2 Site security during work.

5.0 Materials

5.1 Provided by OWNER – Paper towel, toilet paper, seat cover, soap and hand sanitizer - dispensers. Glove holders.

5.2 Provided by SUCCESSFUL BIDDER

5.2.1 Includes:

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

6.0 Clarifications

6.1 Schedule:

6.1.1 All work to take place during regular hours (7 a.m. – 4 p.m.), Monday – Friday, unless otherwise agreed upon by both parties.

6.1.2 Schedule and phasing of project shall be mutually agreed upon, in writing, prior to commencement of the on-site work.

6.1.3 All long lead materials shall be ordered for the project no more than two (2) weeks after issuance of Purchase Order.

6.1.4 All project work shall be completed no later than six (6) months from issuance of Notice to Proceed.

6.2 Access:

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

6.3 Acceptance:

6.3.1 Engineering representative will review all work performed. Pharmacy representative will review and confirm all necessary certifications for use have been received and accepted by Authorities Having Jurisdiction. Any deficiencies found will be corrected before final acceptance.

7.0 Owner's Responsibilities

7.1 Disposal:

7.1.1 Provide a staging area for disposal dumpster. SUCCESSFUL BIDDER 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.

7.1.2 Engineering and Pharmacy representative will review all work performed. Any deficiencies found will be corrected before final acceptance.

SPECIFICATION SCOPE OF WORK:
Modular Negative Pressure USP 800 Clean Room Design & Build Along with Positive Pressure USP 797 Redesign and Construction of Supporting Pharmacy/Office Space

OWNER is seeking a turnkey solution, installation, and configuration of the items listed in this Bid for a modular USP 800 compliant negative pressure Clean Room along with redesign of the USP 797 existing space and relocation/construction of support space and offices as indicated in the attached drawings. This bid is to design and install approximately 4,182 square feet of ISO Class 7 and ISO Class 8 Clean Rooms designed in compliance with ISO 14644-1 standards and 2018 FGIs. The Clean Room shall be designed with modular Clean Room wall panels utilizing support from existing wall structures. Sprinkler heads as well as any other necessary components penetrating the Clean Room environment will be flush mounted/recessed where practical to reduce the possibility of particulate build up and facilitate cleaning within the Clean Room environment. The SUCCESSFUL BIDDER shall include design, engineering, furniture, fixtures, equipment, material, project management, professional installation, Clean Room certification, start up, required permits, state and local fees, inspections and final clearances necessary to operate the Clean Room environments and support spaces. The turnkey solution design will provide pricing which includes labor, material, and equipment necessary to bring the area into compliance. Where additional or replacement items are made a part of this Proposal, a complete description is provided. Where existing equipment and/or systems are to receive adjustment, repair, etc., clarification of this intent is provided. Where existing equipment and/or systems are not mentioned, the intent of this Proposal is to reuse said item(s) “as is”.

1. General Design & Scope of Office Space and Clean Room

1.1. SUCCESSFUL BIDDER will include all demolition and proper disposal required to provide a clean space for pharmacy support, office and Clean Room space construction.

1.2. SUCCESSFUL BIDDER will patch and flash any roof penetrations as needed.

1.3. SUCCESSFUL BIDDER will replace existing lighting with 2 x 4 LED lay in fixtures. Lighting must provide 100-foot candles 36” above floor in USP rated spaces and the pharmacy work area.

1.4. SUCCESSFUL BIDDER will provide requisite number of sprinkler heads to cover their design, utilizing the existing wet sprinkler system. Sprinkler heads added as a result of new layout/design will be of the same type as existing heads (see 1.16 below for flush mounted head requirements). Any new portions will meet all requisite fire codes.

1.5. SUCCESSFUL BIDDER will refer to floor plan drawing for flooring requirements. Welded sheet vinyl flooring specified by UMCSN require a continuous 6” coved and welded base.

1.6. Design shall be based on the following standards as they apply: ASHRAE, SMACNA, I.E.S., CBC Minimum Design Loads for Buildings and Other Structures (ASCE-7), International Building Code, Basic Mechanical Code, Basic Plumbing Code, Basic Electric Code, NFPA, ACGIH Ventilation Handbook, NEMA

1.7. SUCCESSFUL BIDDER shall provide all engineering, equipment, materials, project management, professional installation and all required permits, state and local fees. This project will be considered a prevailing wage project.

1.8. Operation and maintenance manuals will be provided in paper and electronic form. The manuals must include all cut sheets, maintenance schedules and instructions.

1.9. CAD files of final space design will be provided to the Engineering Department with no limitations for facility use.

1.10. SUCCESSFUL BIDDER will provide a one-year warranty. This warranties the office and support space to be free from defect in material and workmanship.

1.11. SUCCESSFUL BIDDER will determine existing utility connection points.

1.12. SUCCESSFUL BIDDER will install conduits, raceways, piping etc. from the appropriate sources capable of supplying necessary capacity for new spaces and equipment. All wiring, including low voltage, shall be in conduit (EMT).

1.13. SUCCESSFUL BIDDER will handle the demolition/relocation of one (1) existing tube station. Remaining tube station will become a dual zone system – 1 station 2 zones. Demolition/relocation shall be subcontracted out to, Swisslog, the tube station manufacturer.

1.14. SUCCESSFUL BIDDER shall design and build an office suite per attached drawings. Office areas shall be built to the specifications of OWNER, matching the walls, paint, doors, ceiling and other features of the surrounding areas.

1.15. Negative pressure Clean Room shall be designed with modular Clean Room wall panels utilizing support from existing wall structures. The positive pressure Clean Room will be redesigned utilizing the same modular Clean Room wall system. The modular wall panels shall be white panels that are FM Class 1. Wall panels meet FM approval criteria for flame spread and smoke development. Wall panels must be tongue and groove joined and cold welded.

1.16. The negative pressure Clean Room ceiling shall be designed using the rod and hung method. The ceiling panels should be Clean Room rated vinyl covered drywall and have sealed edges. The ceiling shall have an integral fire sprinkler system with flush mounted heads.

1.17. The Clean Room mechanical system shall include: temperature control, humidity control, particulate control, air conditioning, air distribution and positive and/or negative pressurization control. A display of current status for temperature, humidity and pressurization, will be located within Pharmacy suite to allow audible staff notifications and logging of monitored status as required for compliance.

1.18. SUCCESSFUL BIDDER will interface all new control systems with Honeywell building control system.

1.19. SUCCESSFUL BIDDER will utilize welded, seamless vinyl flooring for the existing Clean Room, new Clean Room along with an integral cove base. (see attached drawings)

1.20. SUCCESSFUL BIDDER will install four (4) 2' x 2' x 2' pass-through with mechanically interlocking doors, so that only one door can be opened at a time. The pass-through will be constructed of 304 stainless steel.

1.21. SUCCESSFUL BIDDER will install one (1) air shower in the negative pressure Clean Room. The air shower will be constructed of plastic laminate.

1.22. SUCCESSFUL BIDDER will relocate one sink with eyewash station in the USP 797 positive pressure Clean Room, handling all plumbing required and utilizing copper piping for incoming water.

1.23. SUCCESSFUL BIDDER will provide and install one sink with eyewash station in the USP 800 negative pressure Clean Room. SUCCESSFUL BIDDER will utilize copper piping for incoming water supply.

1.24. SUCCESSFUL BIDDER will install one hands free intercom system for communication between Clean Room suites. System must allow for communication without leaving suites and have a "listen mode."

1.25. SUCCESSFUL BIDDER will have a structural engineer analyze the roof structure of the existing building for loading of condensing units, exhaust fans and other equipment on the facility roof (Clean Room ceilings suspended from plant steel including sprinkler, piping, duct and other utilities). SUCCESSFUL BIDDER will provide weights and unit support design for installation.

1.26. SUCCESSFUL BIDDER shall provide all engineering, equipment, materials, project management, professional installation, Clean Room certification, start up and all required permits, state and local fees. This project will be considered a prevailing wage project.

1.27. Operation and maintenance manuals will be provided in paper and electronic form. The manuals must include all cut sheets, maintenance schedules and instructions.

1.28. SUCCESSFUL BIDDER will provide a one-year warranty. This warranties the Clean Room space to be free from defect in material and workmanship.

1.29. SUCCESSFUL BIDDER will determine/ provide utility connection points from the appropriate sources. All connections to these points are the responsibility of the bidder.

1.30. SUCCESSFUL BIDDER shall provide on-site training for the environmental and control systems operations upon start up.

2. Design Criteria Clean Room

2.1. Overall Size: Approx. 4,200 Sq. ft.

2.2. Room Cleanliness Ratings:

2.2.1. IV Ante Room: ISO 8 positive

2.2.2. IV Buffer Room: ISO 7 positive

2.2.3. 800 Ante Room: ISO 7 positive

2.2.4. 800 Buffer Room: ISO 7 negative

2.2.5. 800 Storage Area: ISO 8 negative

2.3. Air Changes

2.3.1. ISO 7: 50 per hour

2.3.2. ISO 8: 20 per hour

2.4. Pressurization: Refer to 2.2.1 – 2.2.5

2.5. Temperature: 18°C ± 2° C

2.6. Humidity: <60% RH

2.7. Personnel: 10

2.8. Lighting: 100 FC

2.9. Exhaust: 5000 CFM+

3. Mechanical System Design Concept

3.1. Conditioned air shall be supplied from the air handling units located on the rooftop and ducted to HEPA filters located in the positive and negative pressure Clean Room suites. Airflow shall be unidirectional and flow from the HEPA filters located in the ceiling and exit via return chases located low on the side walls. Air removed from the negative suite shall be exhausted on the roof through ductwork. All air serving the negative suite will be single pass.

3.2. General pharmacy work areas and newly designed office space will utilize the existing mechanical systems. All newly added offices shall be designed to meet required air exchanges for the size and type of occupancy.

4. Mechanical System Overview

4.1. Mechanical design shall include two (2) air handling units.

4.1.1. One packaged unit will service the negative pressure Clean Room suite. This unit shall include the air handling unit, a reheat coil, a condenser and an exhaust fan. There must be a dehumidification unit to assist in the balancing of the humidity. This unit will be installed on the building roof and provided by the SUCCESSFUL BIDDER. Final filtration will be direct ducted HEPA filters. A mechanical roof curb shall be installed on the building roof.

4.1.2. One existing unit will be used to service the redesigned positive pressure Clean Room suite. This unit is to remain located on the building roof.

4.1.3. SUCCESSFUL BIDDER is to provide and install a dehumidification unit to support dehumidification of the redesigned positive pressure suite. This unit is to be installed on the building roof in line with the existing air handling unit.

5. Air Handling Unit (Packaged)

5.1. The air handling units will deliver conditioned air to the ceiling mount HEPA filters. HEPA filters should be directly ducted

5.2. Air handling units must be sized for 40 air changes per hour plus 10% additional capacity.

5.3. Variable frequency drives (VFD) will be installed on the air handler.

5.4. The fan will be sized to overcome total system static pressure with all filters rated at their maximum static pressure drop values.

6. HEPA Filters

6.1. Filters will be 2' x 4' ducted filters laser challenged at 0.3 micron.

6.2. Filters must be room side replaceable with challenge ports manufactured into the filter.

6.3. HEPA housing will be constructed of anodized aluminum.

7. Fire Protection – General

7.1. SUCCESSFUL BIDDER will be responsible for interfacing with the Honeywell fire alarm system and connecting to the existing sprinkler system. Design shall be in accordance with City of Las Vegas current Fire Protection codes as well as State Fire Marshal codes.

8. Electrical System – General

8.1. SUCCESSFUL BIDDER shall provide and install all electrical equipment needed for proper functioning of all components in their design

8.2. SUCCESSFUL BIDDER shall conduct a 30-day metering for electrical usage to determine capacity of panels identified as potential locations for new circuits.

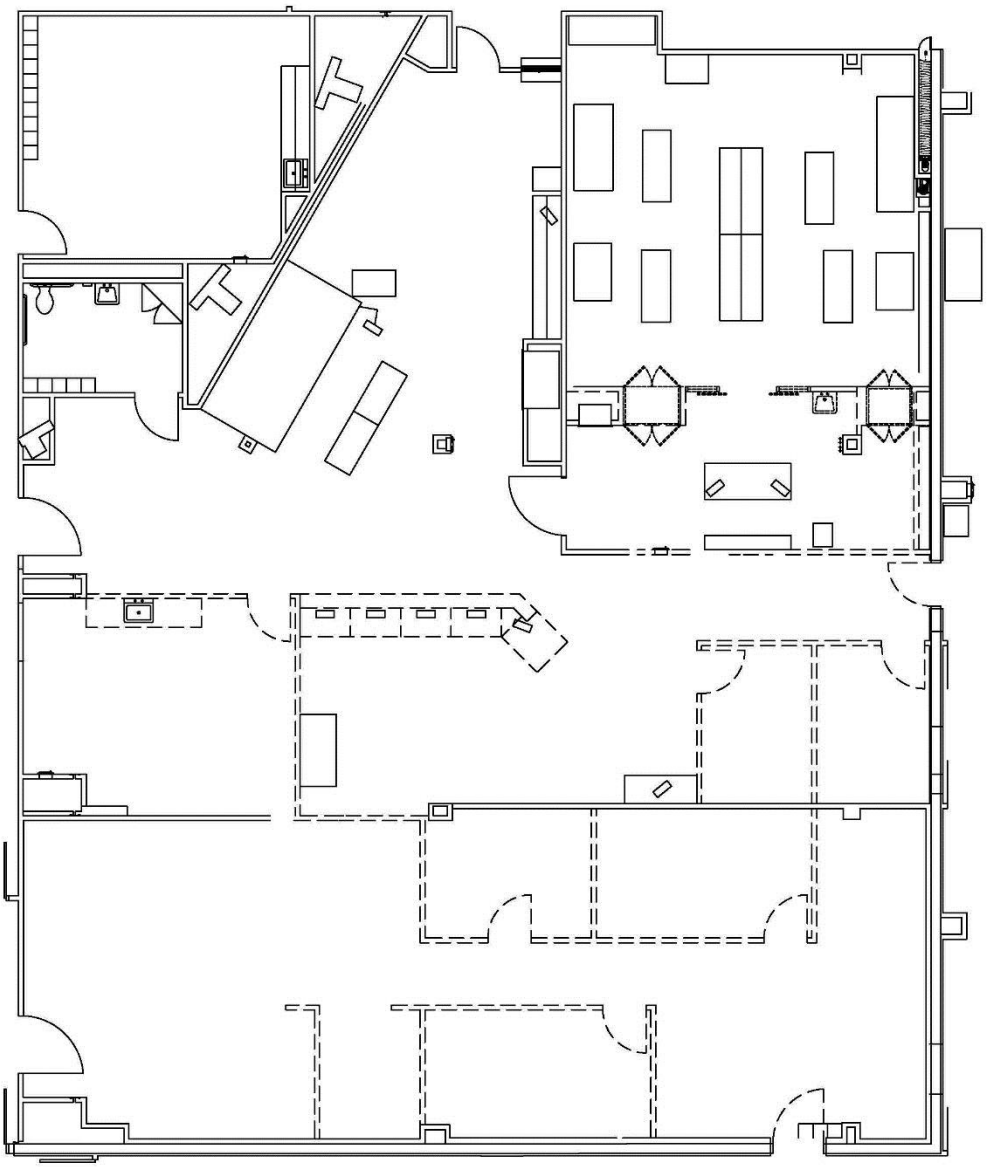
9. Furniture/Fixture & Clean Room Equipment

9.1. SUCCESSFUL BIDDER will install two (2) existing Containment Aseptic Compounding Isolators, to be ducted and vented thru the roof in the USP 800 negative pressure Clean Room.

9.2. SUCCESSFUL BIDDER will provide and install two (2) stainless steel gowning benches. One (1) bench to be installed in the USP 800 ante room, and one (1) bench to be installed in the USP 797 ante room.

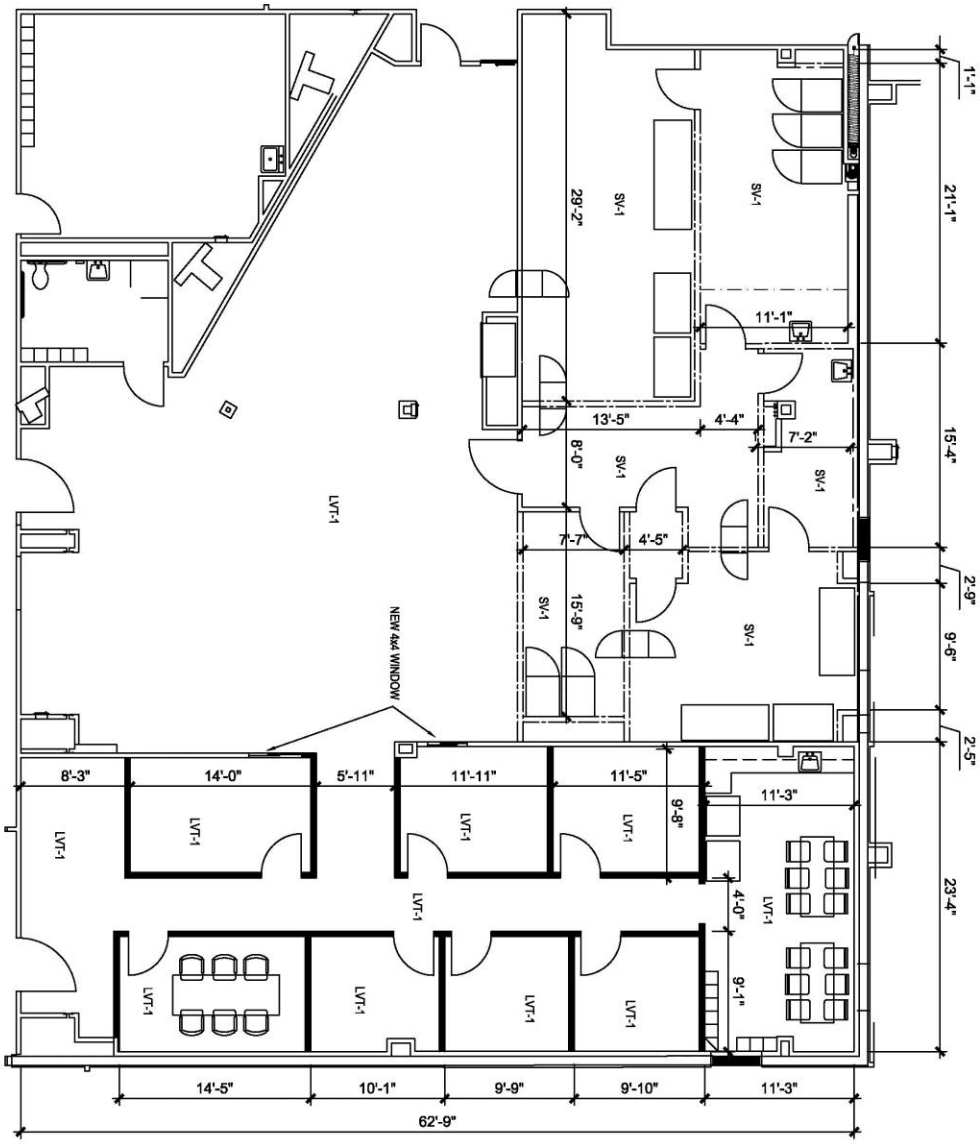
9.3. SUCCESSFUL BIDDER will provide and install two (2) automatic paper towel dispensers capable of dispensing lint free paper towels.

9.4. SUCCESSFUL BIDDER will provide and install adequate Clean Room garb dispensers to accommodate head covers, face covers, shoe covers, and three (3) gown sizes on both the USP 797 & USP 800 sides of the Clean Room. Dispensers must be constructed of 304 stainless steel. BIDDER may reuse existing dispensers in the current USP 797 environment.



NOTE: THIS DRAWING IS USED TO SHOW INTENT FOR BID PURPOSES. CONTRACTOR WILL PROVIDE FINAL DESIGN BUILD DRAWINGS, TO INCLUDE ALL UTILITY SAFE OFFS AND RELOCATIONS.

— — — — — DEMO EXISTING WALLS, DOORS, FURNITURE AND MPE UTILITIES.



NOTE: THIS DRAWING IS USED TO SHOW INTENT FOR BID PURPOSES. CONTRACTOR WILL PROVIDE FINAL DESIGN BUILD DRAWINGS, TO INCLUDED ALL UTILITY SAFE OFFS AND RELOCATION CONNECTIONS.

MODULAR CLEANROOM WALL SYSTEM CAPABLE OF MAINTAINING AN ISO 7 ENVIRONMENT AND THAT MEETS CURRENT CODES.

NEW WALLS

SV-1 MANNINGTON COMMERCIAL SERIES: PARADIGM COLLECTION
STYLE: STREAMLINE COLOR: FOUNDATION PAR203

LVT-1 VINYL TILE: KARNDEAN COLOR: COUNTRY OAK - VGW81T
SIZE: 7" x 48" PLANK

RB1 RUBBER BASE: JOHNSONITE - FAWN 80 - 6"

PT-1 SHERWIN WILLIAMS
COLOR: PANDA WHITE SW6147

PT-2 SHERWIN WILLIAMS
COLOR: FAVORITE JEANS SW9147
(ACCENT WALL IN OFFICES, CONFERENCE ROOM AND BREAK ROOM)

SPECIAL CONDITIONS

BID NO. 2020-07
Pharmacy Clean Room Design and Build

1. PRE-CONSTRUCTION CONFERENCE

a) A MANDATORY Pre-Construction Conference shall be held after the award of the contract and the SUCCESSFUL BIDDER has submitted all post award submittals. The OWNER's representative shall schedule this meeting.

b) The SUCCESSFUL BIDDER and all subcontractors are required to attend the Pre-Construction Conference to discuss this project, requirements, and all associated required documents. The Notice to Proceed will not be issued until all parties involved in the project have completed and returned the required forms. The SUCCESSFUL BIDDER is responsible for attendance of all subcontractors at the Pre-Construction Conference and their submission of the required forms.

c) The BIDDER shall provide all submittals requested within **ten (10) calendar days** from the date of the Pre-Construction Conference. If the BIDDER does not provide submittals on or before the 5th calendar day, it will pay over to the OWNER the amount of **$100.00** per day as liquidated damages.

d) The SUCCESSFUL BIDDER shall be able to provide the OWNER, at OWNER's request, evidence of successful experience in working in an operating Hospital environment and knowledge of ICRA's

2. SPECIAL WORK CONSTRAINTS

a) All work performed under the Contract will only be allowed under OWNER-approved work and safety plans.

b) The SUCCESSFUL BIDDER is required to attend any progress meetings as well as any required Safety meetings, at time(s) to be mutually determined at the Pre-Construction Conference.

c) The SUCCESSFUL BIDDER is to follow all Infection Control measures in the work areas; negative pressure, dust control, and constant housekeeping to prevent the spread of dust.

d) Off-Site parking will be provided for the SUCCESSFUL BIDDER and Subcontractor(s). The parking is located at 625 Shadow Lane, 89102 (Clark County Health District Facility). The Successful BIDDER and Subcontractor(s) will not be allowed to park any vehicles on site, other than for temporary loading and unloading.

e) Site Access will be restricted to badged SUCCESSFUL BIDDER and Subcontractor employees ONLY. OWNER will provide badges based upon a continually updated (daily) list to be provided to OWNER weekly by the Successful BIDDER.

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).

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
BID FORM

BID NO. 2020-07
Pharmacy Clean Room Design and Build
PWP NUMBER: CL-2021-20

MARTIN HARRIS CONSTRUCTION, LLC
(NAME)

3030 S HIGHLAND DR, LAS VEGAS NV 89109
(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 3, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions. The forms must be submitted via hand delivery or email to frances.heiy@umcsn.com and I understand hand delivery is recommended. OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me and the bid will be deemed non-responsive.

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,	9/25/20	Addendum No.	5	dated,	10/20/20
Addendum No.	2	dated,	9/30/20	Addendum No.	N/A	dated,	N/A
Addendum No.	3	dated,	10/2/20	Addendum No.	N/A	dated,	N/A
Addendum No.	4	dated,	10/13/20	Addendum No.	N/A	dated,	N/A

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.	**IV PHARMACY REFRESH**, AS SPECIFIED	$ 62,925.00
2.	DESIGN ENGINEERING FEES (ARCHITECT, MEP, AND FIRE)	$ 87,800.00
3.	PERMITS	$ 8,000.00
4.	GENERAL REQUIREMENTS	$ 285,867.00
5.	DEMOLITION	$ 19,356.00
6.	MODULAR WALL SYSTEM	$ 137,124.00
7.	FRAMING, DRYWALL TAPE, TEXTURE, & PAINT	$ 95,566.00
8.	FINISHES (FLOORING, DOORS, ETC.)	$ 82,811.00
9.	MILLWORK	$ 19,203.00
10.	PLUMBING	$ 78,732.00
11.	HVAC	$ 269,000.00
12.	HVAC NEW AH UNIT WITH DEHUMIDIFICATION	$ 85,000.00
13.	DEHUMIDIFICATION FOR EXISTING AH UNIT	$ 20,000.00
14.	HVAC CONTROLS (HONEYWELL)	$ 60,000.00
15.	ELECTRICAL	$ 99,100.00
16.	COMMUNICATIONS	$ 29,200.00
17.	FIRE SUPPRESSION	$ 7,635.00
18.	FIRE ALARM (HONEYWELL)	$ 40,000.00
19.	RELOACTION OF CAROUSEL	$ 500.00
	TOTAL BID AMOUNT	$ 1,487,874.00

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

ADDITIVE ALTERNATES

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

Alternative	ITEM DESCRIPTION	TOTAL
1.	CAP18WHF HEPA FILTERED PASS THROUGH CABINET OR EQUAL	$ 30,493.00
2.		$
3.		$
4.		$
5.		$

SUBCONTRACTORS EXCEEDING 5% OF BASE BID AMOUNT
BIDDER MUST 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 OTHER THAN THAT BEING PERFORMED BY SUBCONTRACTOR	MARTIN HARRIS CONSTRUCTION, LLC	N/A	CX

DESCRIPTION OF WORK	SUBCONTRACTORS' FIRM NAME(S)	*BEG	*ETHNICITY
Drywall, ACT, Modular Wall	M & H Building Specialties	N/A	CX
Plumbing	Mesa Mechanical, Inc.	WBE	CX
HVAC	Strong Man Services, Inc.	N/A	CX
Electrical	Berg Electric Corp	N/A	CX

MARTIN HARRIS CONSTRUCTION, LLC
Legal Name of Firm as it Would Appear in Contract

PAUL TOPLAK, COO
Signature of Bidder (Authorized Representative)

10/22/20
Today's Date

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

21. BUSINESS ENTERPRISE INFORMATION:

N/A

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. MARTIN HARRIS CONSTRUCTION, LLC
LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

3030 S HIGHLAND DR
ADDRESS OF FIRM

LAS VEGAS, 89109
CITY, STATE, ZIP CODE

702.385.5257
TELEPHONE NUMBER

702.384.7736
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: 79469

LICENSE CLASS: AB

LICENSE LIMIT: UNLIMTED

ONE TIME LICENSE LIMIT INCREASE $ N/A IF YES, DATE REQUESTED N/A

DUN & BRADSTREET NUMBER 081336357

CLARK COUNTY BUSINESS LICENSE NO. 2000931-023-140

STATE OF NEVADA BUSINESS LICENSE NO. NV20141509313

PAUL TOPLAK, COO
AUTHORIZED REPRESENTATIVE
(PRINT OR TYPE)

PROCUREMENT@MARTINHARRIS.COM
E-MAIL ADDRESS

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

10/20/20
TODAY'S DATE

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Martin-Harris Construction, LLC
3030 S. Highland Drive
Las Vegas, NV 89109

SURETY:
(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
300 S. Riverside Plaza
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

University Medical Center of Southern Nevada
901 Rancho Lane, Suite 265
Las Vegas, NV 89106

BOND AMOUNT: $ 5% Five Percent of the Total Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

UMC Pharmacy Clean Room Bid #2020-07

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of October, 2020

(Witness)

Martin-Harris Construction, LLC
(Principal) *(Seal)*

By:
(Title) Paul Tomak, COO

(Witness)

Fidelity and Deposit Company of Maryland
(Surety) *(Seal)*

By:
(Title) Betty L. Tolentino Attorney-in-Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On October 6, 2020 before me, M. Moody Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M. MOODY
COMM. #2225134
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Jan. 8, 2022
PC02 PC02

Signature _____ (Seal)

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of October, 2020

Brian M Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of October, 2020

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

BID ATTACHMENT 2
DESIGNATION OF SUBCONTRACTORS

SUBCONTRACTORS EXCEEDING 1% OF BASE BID AMOUNT

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

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

(1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid an amount exceeding $100,000.

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

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

DESCRIPTION OF WORK	SUBCONTRACTOR'S FIRM NAME(S)	NV STATE CONTRACTORS' LICENSE NUMBER	*BEG	*ETHNICITY
ALL WORK OTHER THAN THAT BEING PERFORMED BY SUBCONTRACTOR	MARTIN HARRIS CONSTRUCTION, LLC	79469	N/A	CX
Drywall, ACT, Modular Wall	M&H Building Specialties	41010	N/A	CX
Plumbing	Mesa Mechanical Inc.	10339A	WBE	CX
HVAC	Strong Man Services	75915	N/A	CX
Electrical	Berg Electric Corp.	36859	N/A	CX

MARTIN HARRIS CONSTRUCTION, LLC
Legal Name of Firm as it would appear in Contract

702.385.5257
Telephone Number

3030 S HIGHLAND DR, LAS VEGAS, NV 89109
Address including City, State and Zip Code

PAUL TOPLAK, COO
Signature of Bidder (Authorized Representative)

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

BID ATTACHMENT 3
AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY

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

I, PAUL TOPLAK ("Affiant"), on behalf of the MARTIN HARRIS CONSTRUCTION, LLC ("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. 2020-07, Pharmacy Clean Room Design and Build ("Project"); certify that for the duration of the Project, collectively, and not on any specific day;

(a) At least 50 percent of the workers employed on the Project including, without limitation, any employees of the Bidder, and of any Subcontractor engaged on the Project, will hold a valid driver's license or identification card issued by the State of Nevada Department of Motor Vehicles ("DMV");

(b) All vehicles used primarily for the Project will be:

  (1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 707.826; or

  (2) Registered in the State of Nevada;

(c) If applying to receive a preference in bidding pursuant to subsection 3 of NRS 338.1727 or subsection 2 of NRS 408.3886, at least 50 percent of the design professionals working on the Project, including, without limitation, employees of the design-build team, and of any subcontractor or consultant engaged in the design of the Project, will have a valid driver's license or identification card issued by the DMV;

(d) The BIDDER, Applicant or Design-Build Team, and any Subcontractor engaged on the Project will maintain and make available for the inspection within this State his or her records concerning payroll relating to the Project.

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

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

By: PAUL TOPLAK (Printed Name of Affiant) Title: COO

Signature of Affiant: _____ Date: 10/22/20

Signed and sworn to (or affirmed) before me on this 22ND day of OCTOBER, 20 20,

by PAUL TOPLAK (name of Affiant)

State of NEVADA)
ss)

_____
Notary Signature

County of: CLARK) STAMP AND SEAL

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LEIA L. OLSON
Appt. No. 04-93360-1
My Appt. Expires Dec. 1, 2020

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 4
SCHEDULE OF VALUES

THE THREE (3) APPARENT LOWEST BIDDERS FOR THE TOTAL BID AMOUNT SHALL SUBMIT THIS FORM INTO THE CONTRACTS MANAGEMENT DIVISION VIA HAND DELIVERY OR BY EMAIL TO FRANCES.HEIY@UMCSN.COM BY 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	**IV PHARMACY REFRESH**, AS SPECIFIED	$ 62,925.00
02	DESIGN ENGINEERING FEES (ARCHITECT, MEP, AND FIRE)	$ 87,800.00
03	PERMITS	$ 8,000.00
04	GENERAL REQUIREMENTS	$ 285,867.00
05	DEMOLITION	$ 19,356.00
06	MODULAR WALL SYSTEM	$ 137,124.00
07	FRAMING, DRYWALL TAPE, TEXTURE, & PAINT	$ 95,566.00
08	FINISHES (FLOORING, DOORS, ETC.)	$ 82,811.00
09	MILLWORK	$ 19,208.00
10	PLUMBING	$ 78,732.00
11	HVAC	$ 269,000.00
12	HVAC NEW AH UNIT WITH DEHUMIDIFICATION	$ 85,000.00
13	DEHUMIDIFICATION FOR EXISTING AH UNIT	$ 20,000.00
14	HVAC CONTROLS (HONEYWELL)	$ 60,000.00
15	ELECTRICAL	$ 99,100.00
16	COMMUNICATIONS	$ 29,200.00
17	FIRE SUPPRESSION	$ 7,685.00
18	FIRE ALARM (HONEYWELL)	$ 40,000.00
19	RELOACTION OF CAROUSEL	$ 500.00
20	ADD ALT – CAP18WHF HEPA FILTERED PASS THROUGH CABINET OR EQUAL	$ 30,493.00
	TOTAL BID AMOUNT	$ 1,518,367.00

PLEASE PHOTOCOPY THIS FORM SHOULD ADDITIONAL SPACES BE REQUIRED

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

MARTIN HARRIS CONSTRUCTION, LLC
Legal Name of Firm as it would appear on Contract

79469
Nevada State Contractor's License Number

3030 S HIGHLAND DRIVE, LAS VEGAS, NV 89109
Address including City, State and Zip Code

PAUL TOPLAK, COO
Authorized Signature

NEVADA STATE CONTRACTORS BOARD

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

CERTIFICATE OF ELIGIBILITY
PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: ***BPC-19-10-28-0595***

MARTIN HARRIS CONSTRUCTION LLC (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: ***0079469*** ORIGINAL ISSUE DATE: ***10/10/2014*** BUSINESS TYPE: ***LIMITED LIABILITY COMPANY*** CLASSIFICATION: ***AB GENERAL ENGINEERING AND GENERAL BUILDING*** MONETARY LICENSE LIMIT: ***UNLIMITED*** STATUS: ***ACTIVE,*** IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON ***NOVEMBER 1, 2020*** AND EXPIRES ON ***OCTOBER 31, 2021,*** UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

Nancy Mathias 9/30/2020

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

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

BID ATTACHMENT 5

Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

Contract No.: 2020-07 Contractor/Subcontractor: MARTIN HARRIS CONSTRUCTION, LLC

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Boilermaker	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☒
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☒
Carpenter, can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes ☒ No ☐ N/A ☐	Yes ☐ No ☒
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☒
Elevator Constructor	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☒
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☒
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☒
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☒
Laborer, can also include fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☒
Mechanical Insulator	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☒
Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☒
Painters and **Allied Trades**, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☒
Plumber/Pipefitter	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☒
Refrigeration	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☒
Roofer (not sheet metal)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☒
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☒
Sprinkler Fitter	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☒
Truck Driver	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☒
Well Driller (see also Operating Engineer)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☒

I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.

Signed: _____ Date: 10/22/20

Name and Title: PAUL TOPLAK, COO

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: 290

Corporate/Business Entity Name:	MARTIN HARRIS CONSTRUCTION, LLC	
(Include d.b.a., if applicable)		
Street Address:	3030 S HIGHLAND DR	**Website:** WWW.MARTINHARRIS.COM
City, State and Zip Code:	LAS VEGAS, NV 89109	**POC Name:** PAUL TOPLAK **Email:** PROCUREMENT@MARTINHARRIS.COM
Telephone No:	702.385.5257	**Fax No:** 702.384.7736
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)
JACK LIVINGOOD	CHAIRMAN	70%
ROB MOORE	CEO	8%

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

PAUL TOPLAK
Print Name

COO
Title

10/22/20
Date

Martin-Harris Construction and KGA Architecture have worked together for over 20 years on projects in both the public and private construction arenas.

Martin-Harris has built Pharmacy's at both Sunrise and MountainView Hospital. Mike Walsh, Project Executive, has also led the Design-Build delivery of Pharmacy's at Dignity St John's and one of the preliminary implementations of USP 797/800 at Dignity St Rose Siena.

Sunrise Hospital Pediatric Pharmacy Renovation

KGA has designed Pharmacy's at Sunrise and MountainView as well. KGA is the perfect partner on this project since they are one of only four approved design firms to provide complete Third-Party plan review for DHHS/CMS since October 2017. Their experience of reviewing Pharmacy plans for compliance on behalf of State Health as it specifically relates to USP 797/800 and what the Nevada State Health expects to see on this project's plan review will be invaluable. The KGA team worked hard to study this design intent and provided solutions that were incorporated into our team's project approach.

HEALTHCARE PROJECT EXPERIENCE

In response to your request "Per Exhibit A – Scope of Work, page 2-17, section 1.6 "SUCCESFUL BIDDER will provide proof of recent (within 4 years) experience in constructing USP 797 and/or USP 800 compliant spaces", the Design-Build team of Martin-Harris + kga share the following:

Martin-Harris *(General Contractor)* **+ kga** *(Architect of Record) working on the same project*

- Sunrise Hospital Pediatric Pharmacy Renovation (2019)
    - Renovation of a decommissioned Pharmacy space to ensure **USP 797** compliance.
        - 965 sf overall, included Non-HD Compounding, gowning and Ante room, Med Prep, IV Prep Supply, Pharmacist/Resident work area/break area, Clean supply area, connecting walk areas. This project included the elements built into your UMC Pharmacy area.

Governor's Office of Workforce Innovation (OWINN)
Main Phone # 702-486-8080
When completed, email to:
NVApprenticeship@gov.nv.gov

REQUEST FOR NEVADA REGISTERED APPRENTICE VERIFICATION

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

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

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

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

Signed: _____

Date: _____ Name/Title: _____

FOR OWINN USE ONLY

Date Received: _____

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

OWINN Verified by: _____ Date: _____

EXHIBIT B

BONDS AND INSURANCE REQUIREMENTS AND FORMS

1. BONDS

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

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

1. Labor and Material Payment Bond in the amount of 100% of the Contract price.

2. Performance Bond in the amount of 100% of the Contract price.

3. Guaranty Bond in the amount of 100% of the Contract price. The Guaranty Bond will go into effect from the date of Notice of Substantial Completion.

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

C. Form of Bonds

1. The bonds referred to herein **shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by OWNER.**

2. The BIDDER shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

3. **Any Performance Bond, Labor and Material Payment Bond, or Guaranty Bond prepared by an appointed agent must provide their license number and the issuing state.**

4. The bonds specified in this section must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570; Current Revision) companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies.

2. INSURANCE

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

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

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

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

E. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. OWNER requires insurance carriers to maintain a Best's Key Rating of A.VII or higher (i.e., A.VII, A.VIII, A.IX, A.X, etc.). The adequacy of the insurance supplied by the BIDDER, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the OWNER.

F. BIDDER shall furnish renewal certificates to the OWNER for the required insurance during the period of coverage required by the contract. BIDDER will furnish renewal certificates for the same minimum coverage as required in this Contract. The request for updated renewal certificates will be sent by the OWNER to the BIDDER thirty (30) calendar days in advance of the expiration date shown on the certificate of insurance. A second request will be sent if the renewal certificate is not received from within **seven business days**. If within twenty (20) calendar days from the date of the request for an updated renewal certificate, the updated certificate has still not been provided, the OWNER may declare the BIDDER in default of its obligation under this paragraph.

G. OWNER, its Officers, employees, agent, and volunteers must be expressly covered as insured's with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project must be expressly covered as insured's with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project.

1. The BIDDER's insurance shall be primary as respects OWNER, its officers, employees, agents, and volunteers. any other coverage (insurance or otherwise) available to OWNER, its officers, employees, and volunteers shall be excess over the insurance required of the BIDDER and shall not contribute with it.

H. The BIDDER's commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically the BIDDER's contractual obligation of additional insured to OWNER. All policies must note that the OWNER will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. **Separate copies of additional insured endorsements are required and must be attached to any certificate of insurance. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**

I. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000. ***If the deductible is "zero" it must still be referenced on the certificate.***

J. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than **$2,000,000** per occurrence or per accident. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. BIDDER's insurer must notify the OWNER of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.

K. The BIDDER shall obtain and maintain, for the duration of the Contract or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the BIDDER, it agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in BIDDER's Bid. The BIDDER is required to obtain and maintain the following coverage:

1. Commercial General Liability: Commercial General Liability coverage shall be on "occurrence" basis only and not "claims made." The coverage must be provided on either an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability (including a Broad Form CGL Endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to OWNER within **ten (10) business days** after OWNER's written request of insurance. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors. BIDDER shall maintain limits of no less than **$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. **A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**

2. Auto Liability: Auto Liability must provide coverage for claims for damage due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of **any motor vehicles whether owned, hired or non-owned**. BIDDER shall maintain limits of no less than **$1,000,000** combined single limit "per accident" for bodily injury and property damage**. A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**

3. Builders Risk / Course of Construction: Unless otherwise provided in the Contract Documents, the BIDDER shall purchase and maintain property insurance (builders' risk) upon the work at the site to the full insurable value. This insurance shall include the interests of University Medical Center of Southern Nevada, the OWNER, OWNER's designated representative, BIDDER, Subcontractors, and Subcontractors of any tier. Coverage shall

be written on forms to include Fire, Extended Coverage, and Special Form including theft. BIDDER is responsible for the deductible for any claim made against the policy.

4. Pollution Insurance: Unless otherwise provided in the Contract Documents, the BIDDER shall purchase and maintain pollution insurance which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of $1,000,000 including Asbestos Abatement Liability (proof of subcontractor certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.

L. If the BIDDER fails to maintain any of the insurance coverage required herein, then the OWNER will have the option to declare the BIDDER in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. The BIDDER is responsible for any expenses paid by the OWNER to maintain such insurance and the OWNER may collect the same from the BIDDER or deduct the amount paid from any sums due the BIDDER under the contract.

M. The insurance requirements specified herein do not relieve the BIDDER of its responsibility or limit the amount of their liability to the OWNER or other persons and the BIDDER is encouraged to purchase such additional insurance, as it deems necessary.

N. BIDDER is responsible for and must remedy all damage or loss to any property, including property of OWNER, caused in whole or in part by the BIDDER, any subcontractor or anyone employed, directed or supervised by BIDDER. The BIDDER is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

O. The BIDDER shall pay all premiums and costs of insurance.

P. Regardless of the coverage provided by any insurance policy, the BIDDER shall indemnify, defend and hold OWNER harmless from any and all claims, demands, actions, attorneys' fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of BIDDER or its principals, employees, subcontractors or other agents while performing services under this Contract. BIDDER shall indemnify, defend and hold harmless the OWNER and others specified from any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

Q. BIDDER agrees that its officers, employees, subcontractors at every tier and suppliers shall perform all work in accordance with any and all current and adopted local, state, and federal building, demolition, and fire codes as applicable to jurisdiction and shall be held liable for any actions, damages, or costs caused by or arising from non-conformance with this requirement.

R. Any conflict between adopted codes and standards shell be resolved by using the more stringent requirement unless specifically directed otherwise by the applicable governments entity.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/19/2020

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 Arthur J. Gallagher & Co. Insurance Brokers of CA. 1160 Battery Street Suite 360 San Francisco CA 94111	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 415-391-1500 **FAX (A/C, No):** 415-391-1882 **E-MAIL ADDRESS:** GCSSFCerts@ajg.com
INSURED MARTCON-08 Martin-Harris Construction, LLC 3030 S Highland Drive Las Vegas, NV 89109	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** American Guarantee and Liability Ins Co — 26247 **INSURER C :** Indian Harbor Insurance Company — 36940 **INSURER D :** XL Insurance America, Inc. — 24554 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1401564879 **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:	Y	Y	GLO008818405	1/1/2020	1/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 2,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $ 250,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BAP008818505	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible	$ 2,000,000 $ $ $ $ 5,000
B	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			SXS014093203	1/1/2020	1/1/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC014068007	1/1/2020	1/1/2021	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
C D	Professional/Pollution Liability 2nd Layer Excess			CEO07420968 US00097558LI20A	1/1/2020 1/1/2020	1/1/2021 1/1/2021	Each Claim/Agg Each Occ/Agg	$5,000,000 $15,000,000

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

RE: UMC Pharmacy Clean Room

ADDITIONAL INSURED(S): University Medical Center of Southern Nevada C/O Contracts Management

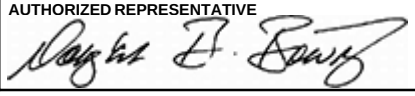
CERTIFICATE HOLDER

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 CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO008818405	01/01/2020	01/01/2021				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: MARTIN-HARRIS CONSTRUCTION, LLC

Address (including ZIP Code):

3030 S HIGHLAND DR

LAS VEGAS, NV 89109-1047

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement**.** Such person or organization 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:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

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

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

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

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or 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.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, 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 written contract or written agreement referenced in Paragraph **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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 the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MARTIN-HARRIS CONSTRUCTION,

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

 © Insurance Services Office, Inc., 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MARTIN-HARRIS CONSTRUCTION,

Endorsement Effective Date: 1/1/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the “accident” or the “loss” under a contract with that person or organization.

 © Insurance Services Office, Inc., 2011

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 1/1/2020 Policy No. WC014068007 Endorsement No.

Insured Martin-Harris Construction, LLC Premium $

Insurance Company Zurich American Insurance Company Countersigned By _____

WC 00 03 13
(Ed. 4-84)

Copyright 1983 National Council on Compensation Insurance

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION	ALL CA OPERATIONS

BOND NUMBER: 9359465
BID NO. 2020-07
Pharmacy Clean Room Design & Build

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 Martin-Harris Construction, LLC, as Principal Contractor, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called OWNER, in the sum of One Million Five Hundred Eighteen Thousand* 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.
*Three Hundred Sixty Seven and no/100ths ($1,518,367.00)
WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said OWNER to perform all work required under the Bidding Schedule(s) Bid No. **Bid No. 2020-07** of the Owner's specifications, entitled, **PHARMACY CLEAN ROOM DESIGN AND BUILD.**

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 20th day of November, 2020

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Martin-Harris Construction, LLC
(Principal Contractor)

Ray Newmiller, VP Preconstruction
(Authorized Representative and Title)

By: Ray C. Newmiller
(Signature)

Surety: Fidelity and Deposit Company of Maryland

Betty L. Tolentino 515649
(Appointed Agent Name)

By:
(Signature)

0726293 California
(License Number and Issuing State)

Address: 1160 Battery St.
San Francisco, CA 94111

Telephone: 415.391.1500

I 0263 Arthur J. Gallagher & Co. 3739
(State of Nevada, License Number)

Betty L. Tolentino
(Appointed Agent Name)

By:
Betty L. Tolentino (Signature)
Attorney-in-Fact

Address: 300 S. Riverside Plaza
Chicago, IL 60606

Telephone: 317.752.6806

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).

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On NOVEMBER 20, 2021 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

PC02 M. MOODY COMM. #2225134 NOTARY PUBLIC-CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 8, 2022 PC02

WITNESS my hand and official seal.

Signature _____ **(Seal)**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On NOVEMBER 20, 2020 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M. MOODY
COMM. #2225134
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Jan. 8, 2022
PC02 PC02

Signature _____ (Seal)

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Maureen O'CONNELL, Robert P. WRIXON, M MOODY, Betty L. TOLENTINO, Janet C. ROJO, Virginia L. BLACK, Kevin RE, Susan M. EXLINE, Gillian BHASKARAN, Thuyduong LE , Brittany KAVAN, Julia ORTEGA, K. ZEROUNIAN, Douglas B. BOWRING, Susan HECKER and Matthew KALAFATIS, of Lafayette and San Francisco, California, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 31st day of July, A.D. 2020..

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 31st day of July, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

BOND NUMBER: 9359465
BID NO. 2020-07
Pharmacy Clean Room Design & Build

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 Martin-Harris Construction, LLC, as Contractor, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called OWNER, in the sum of One Million Five Hundred Eighteen Thousand* 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.
*Three Hundred Sixty Seven and no/100ths ($1,518,367.00)

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. 2020-07, Pharmacy Clean Room Design and Build.**

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 20th day of November, 20 20

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Martin-Harris Construction, LLC
(Principal Contractor)

Ray Newmiller, VP Preconstruction
(Authorized Representative and Title)

By: Ray C. Newmiller
(Signature)

Surety: Fidelity and Deposit Company of Maryland

Betty L. Tolentino 515649
(Appointed Agent Name)

By: Betty L. Tolentino
(Signature)

0726293 California
(License Number and Issuing State)

Address: 1160 Battery St.
San Francisco, CA 94111

Telephone: 415.391.1500

I 0263 Arthur J. Gallagher & Co. 3739
(State of Nevada, License Number)

Betty L. Tolentino
(Appointed Agent Name)

By: Betty L. Tolentino
(Signature)
Betty L. Tolentino
Attorney-in-Fact

Address: 300 S. Riverside Plaza
Chicago, IL 60606

Telephone: 317.752.6806

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).

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On November 20, 2020 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

PC02 M. MOODY COMM. #2225134 NOTARY PUBLIC-CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 8, 2022 PC02

WITNESS my hand and official seal.

Signature _____ **(Seal)**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On NOVEMBER 20, 2020 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PC02 M. MOODY COMM. #2225134 NOTARY PUBLIC-CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 8, 2022 PC02

Signature _____ **(Seal)**

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Maureen O'CONNELL, Robert P. WRIXON, M MOODY, Betty L. TOLENTINO, Janet C. ROJO, Virginia L. BLACK, Kevin RE, Susan M. EXLINE, Gillian BHASKARAN, Thuyduong LE , Brittany KAVAN, Julia ORTEGA, K. ZEROUNIAN, Douglas B. BOWRING, Susan HECKER and Matthew KALAFATIS, of Lafayette and San Francisco, California, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 31st day of July, A.D. 2020..

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 31st day of July, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of NOVEMBER 2020

Brian M Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of November 2020

Brian M Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

BOND NUMBER: 9359465
BID NO. 2020-07
Pharmacy Clean Room Design & Build

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 Martin-Harris Construction, LLC

3030 S. Highland Drive, Las Vegas, NV 89109

(Name and Address of Prime Contractor)

We hereby guarantee that the **BID NO. 2020-07, Pharmacy Clean Room Design and Build,** 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 20th day of November, 20 20

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

Martin-Harris Construction, LLC
(Principal Contractor)

Ray Newmiller, VP Preconstruction
(Authorized Representative and Title)

By: Ray C. Newmiller
(Signature)

Surety: Fidelity and Deposit Company of Maryland

Betty L. Tolentino 515649
(Appointed Agent Name)

By:
(Signature)

0726293 California
(License Number and Issuing State)

Address: 1160 Battery St.
San Francisco, CA 94111

Telephone: 415.391.1500

I 0263 Arthur J. Gallagher & Co. 3739
(State of Nevada, License Number)

Betty L. Tolentino
(Appointed Agent Name)

By:
Betty L. Tolentino
Attorney-in-Fact
(Signature)

Address: 300 S. Riverside Plaza
Chicago, IL 60606

Telephone: 317.752.6806

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).

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On NOVEMBER 20, 2020 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

M. MOODY
COMM. #2225134
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Jan. 8, 2022
PC02 PC02

WITNESS my hand and official seal.

Signature _____ **(Seal)**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On NOVEMBER 20, 2020 before me, M. Moody, Notary Public
(insert name and title of the officer)

personally appeared Betty L. Tolentino,
who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PC02 M. MOODY COMM. #2225134 NOTARY PUBLIC-CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Jan. 8, 2022 PC02

Signature _____ **(Seal)**

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Maureen O'CONNELL, Robert P. WRIXON, M MOODY, Betty L. TOLENTINO, Janet C. ROJO, Virginia L. BLACK, Kevin RE, Susan M. EXLINE, Gillian BHASKARAN, Thuyduong LE , Brittany KAVAN, Julia ORTEGA, K. ZEROUNIAN, Douglas B. BOWRING, Susan HECKER and Matthew KALAFATIS, of Lafayette and San Francisco, California, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 31st day of July, A.D. 2020..

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 31st day of July, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of NOVEMBER 2020

Brian M Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

EXHIBIT C-1
MEDIATOR AGREEMENT

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

WHEREAS, _____was awarded the **BID NO. 2020-07, Pharmacy Clean Room Design and Build**, 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, Contractor and Mediator agree as follows:

1. Scope of Services

The Parties hereby retain and appoint Mediator to mediate the above-referenced claim, dispute or controversy arising out of the Contract. Mediator agrees to conduct a mediation in accordance with section 7 of the General Conditions of the Contract and consistent with the most current version of "The Model Standards of Conduct for Mediators" as approved by the American Arbitration Association. Additionally, Mediator agrees to conduct the mediation consistent with sections addressing "Mediator's Impartiality and Duty to Disclose", "Duties and Responsibilities of the Mediator" and "Confidentiality" of the current version of the "Construction Industry Mediation Procedures" as approved by the American Arbitration Association.

2. Mediator's Fees and Expenses

Mediator will charge an hourly rate of $_____ for his services as a mediator. The Parties are equally responsible for the cost of the Mediator. The County is responsible for fifty-percent (50%) of the fees of Mediator and Contractor is responsible for fifty-percent (50%) of the cost of Mediator.

OWNER and Contractor agree to reimburse Mediator for reasonable expenses including, but not limited to, long distance telephone calls, photocopying and mailing fees.

3. Billing

Mediator will provide, on a monthly basis, invoices to OWNER and Contractor itemizing all services provided. Mediator agrees to bill OWNER for its fifty-percent (50%) share and Mediator agrees to bill the Contractor for its fifty-percent (50%) share. Mediator understands and agrees that the Parties are only responsible for their respective fifty-percent (50%) shares. If the Contractor does not pay Mediator its fifty-percent (50%) share of the fees, then OWNER is not responsible. Likewise, if OWNER does not pay Mediator its fifty-percent (50%) share of the fees, then the Contractor is not responsible.

OWNER and Contractor agree to make payment for Mediator's fees and expenses within sixty (60) days after receipt of such billings.

4. Term

The term of this Agreement shall commence on the date of this Agreement and shall continue until Mediator concludes the above-referenced matters on which he is serving as the Parties' Mediator.

5. Amendment and Modification

No provision of this Agreement will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the authorized agents of both parties.

6. Applicable Law

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

7. Exclusive Benefit of the Parties

Except as specifically provided in this section, this Agreement is not intended to create any rights, powers or interests in any third party and this Agreement is entered into for the exclusive benefit of OWNER, Contractor, and Mediator.

8. Notices

Any notice required or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States Mail at the following addresses:

To OWNER: _____
_____
_____
_____

To Contractor: _____
_____
_____
_____

To Mediator: _____
_____
_____
_____

Either party may, at any time and from time to time, change its address by written notice to the other party.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties and may only be modified, supplemented or amended by a written agreement signed by both parties.

(SIGNATURE ON NEXT PAGE)

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: _____ ____
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 C-2

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (hereinafter referred to as ("Confidentiality Agreement") is made and entered into this ____ day of _____, 20__ by and between the University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (OWNER), and _____ ("_____"). County and _____ are collectively referred to as "Parties".

RECITALS

WHEREAS, _____ was awarded **BID NO. 2020-07** for the **Pharmacy Clean Room Design and Build** 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 D
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.

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. Contractor will be responsible for payment.**

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.

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 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.

REPRESENTATIONS AND CERTIFICATIONS

The prospective bidder/proposer, Martin-Harris certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or affiliates
   a. Are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and

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

2. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

3. Have within a three (3)-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4. Have not within a five (5) -year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification; and,

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

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Michael Walsh - Project Executive

Printed Name & Title of Authorized Representative **Bid Number**

Signature of Authorized Representative **Date** 11/23/20

I am unable to certify to the above statement. My explanation is attached.

Signature **Date** **Bid Number**

Contractor – Safety

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

Your emergency contact: Name: MIKE BALCONI Number: 702 419 0887

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.

MICHAEL WALSH
Print Employee Name

Signature

11/23/20
Date

MARTIN HARRIS
Company

UMC
UNIVERSITY MEDICAL CENTER
THE SYMBOL OF EXCELLENCE

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

Site:
Date of evaluation:

Step One:

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

TYPE A	**Inspection and Non-Invasive Activities**. Includes, but is not limited to: ▪ removal of ceiling tiles for visual inspection, limited to 1 tile per 50 square feet ▪ painting (but not sanding) ▪ wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.
TYPE B	**Small scale, short duration activities which create minimal dust** Includes, but is not limited to: ▪ installation of telephone and computer cabling ▪ access to chase spaces ▪ cutting of walls or ceiling where dust migration can be controlled.
TYPE C	**Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies** Includes, but is not limited to: ▪ sanding of walls for painting or wall covering ▪ removal of floor coverings, ceiling tiles and casework ▪ new wall construction ▪ minor duct work or electrical work above ceilings ▪ major cabling activities ▪ any activity which cannot be completed within a single work shift.
TYPE D	**Major demolition and construction projects** Includes, but is not limited to: ▪ activities which require consecutive work shifts ▪ requires heavy demolition or removal of a complete cabling system ▪ new construction.

Step Two:
Using the following table, identify the patient risk groups that will be affected. If more than one risk group will be affected, select the higher risk group:

Low Risk	Medium Risk	High Risk	Highest Risk
▪ Office areas ▪ Unoccupied Space	▪ Cardiology ▪ Echocardiography ▪ Endoscopy ▪ Nuclear Medicine ▪ Physical Therapy ▪ Radiology/MRI ▪ Respiratory Therapy	▪ CCU ▪ Emergency Room ▪ Labor & Delivery ▪ Laboratories (specimen) ▪ Newborn Nursery ▪ Outpatient Surgery ▪ Pediatrics Pharmacy ▪ Post Anesthesia Care Unit ▪ Surgical Units ▪ Maternity	▪ Any area caring for immunocompromised patients ▪ Cardiac Cath Lab ▪ Central Sterile Supply ▪ Intensive Care Units ▪ Medical Unit ▪ Negative pressure isolation rooms ▪ Oncology ▪ Operating rooms, including C-section rooms

Step Three:
Match the patient risk group (low, medium, high, highest) with the planned project type (A, B, C, D) on the following matrix, to find the level of infection control activities which are required. The color-coded precautions are delineated on the next page.

Attachment 1 Construction Activity/Infection Control Matrix

Patient Risk Level	Construction Project Type			
	TYPE A	TYPE B	TYPE C	TYPE D
Low Risk Group	I	II	II	III/IV
Medium Risk Group	I	II	III	IV
High Risk Group	I	II	III/IV	IV
Highest Risk Group	II	III/IV	III/IV	IV

Note: Infection Control approval will be required when the Construction Activity and Risk Level indicate that Class IV control procedures are necessary.

Infection Control Precautions

	During Construction Project	Upon Completion of Project
CLASS I	Execute work by methods to minimize raising dust from construction operations. Immediately replace a ceiling tile displaced for visual inspection	
CLASS II	1. Provide active means to prevent airborne dust from dispersing into atmosphere. 2. Water-mist work surfaces to control dust while cutting. 3. Seal unused doors with duct tape. 4. Block off and seal air vents. 5. Place dust mat at entrance and exit of work area. 6. Remove or isolate HVAC system in areas where work is being performed.	1. Wipe work surfaces with disinfectant. 2. Contain construction waste before transport in tightly covered containers. 3. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. 4. Remove isolation of HVAC system in areas where work is being performed.
CLASS III	**1. Remove or Isolate HVAC system in area where work is being done to prevent contamination of duct system.** **2. Complete all critical barriers, i.e. sheetrock, plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins.** 3. Maintain negative air pressure within work site, utilizing HEPA equipped air filtration units. 4. Contain construction waste before transport in tightly covered containers. 5. Cover transport receptacles or carts. Tape covering unless solid lid.	1. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Dept. 2. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. 3. Vacuum work area with HEPA filtered vacuums. 4. Wet mop area with disinfectant. 5. Remove isolation of HVAC system in areas where work is being performed.
CLASS IV	**1. Isolate HVAC system in area where work is being done to prevent contamination of duct system.** **2. Complete all critical barriers, i.e. sheetrock, plywood, plastic, to seal area from non-work area, or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins.** **3. Maintain negative air pressure within work site, utilizing HEPA equipped air filtration units.** **4. Seal holes, pipes, conduits, and punctures appropriately.** **5. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site, or they can wear cloth or paper coveralls that are removed each time they leave the work site.** **6. All personnel entering work site are required to wear shoe covers. Shoe covers must be changed each time the worker exits the work area.** 7. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Department.	1. Remove barrier material carefully to minimize spreading of dirt and debris associated with construction. 2. Contain construction waste before transport in tightly covered containers. 3. Cover transport receptacles or carts. Tape covering unless solid lid 4. Vacuum work area with HEPA filtered vacuums. 5. Wet mop area with disinfectant. 6. Remove isolation of HVAC system in areas where work is being performed.

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

Unit Below	Unit Above	North	South	East	West
Risk Group	Risk Group	Risk Group	Risk Group	Risk Group	Risk Group

Step Five: Identify specific site of activity, e.g. Patient room, medication room, etc.

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

Step Seven: Identify containment measures, using prior assessment.
What types of barriers? (e.g. solid wall barriers) Will HEPA filtration be required?

(Note: Renovation/construction area shall be isolated from the occupied areas during construction and shall be negative with respect to surrounding areas.)

Step Eight: Consider potential risk of water damage. Is there a risk due to compromising structural integrity? (e.g. wall, ceiling, roof)

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

.

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

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

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

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

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

Note: Identify and communicate the responsibility for project monitoring that includes infection control concerns and risks. The ICRA may be modified throughout the project. Revision must be communicated to the Project Manager.

Progress Billing

PO:_____

Application:_____

Date:_____

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

Pharmacy Clean Room Design and Build

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 Competed

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:								

WEEKLY WAGE AND HOUR REPORT OF PUBLIC WORK CONTRACTORS FOR THE PAYROLL PERIOD ENDING _____, _____.
Month and Day Year

Pursuant to Chapter 338 of NRS and NAC, respectively, the contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name and the actual per diem, wages and benefits paid to each workman employed by him in connection with the public work. The contractor or subcontractor shall ensure that a copy of the record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month.

Report # _____ ☐Regular Weekly Report ☐Final Report for Project Bid/Project # _____ PWP-_____

Project Title _____ Public Body Awarding Contract _____
☐Prime Contractor Name & Address _____ License # _____

☐Subcontractor Name & Address _____ License # _____

Report Hours For Above Referenced Public Works Project Only

Employee Name & State/Jurisdiction that issued Identification	Work Classification	Hours Worked By Day								Total Hours For Week	Hourly Rate Of Pay	Hourly Fringe Benefit Contribution					Gross Amount Earned For Week	Net Wage Paid For Week
			S	M	T	W	T	F	S			H & W	Pen.	Vac.	App. Trg	Other		
		S																
		O																
		S																
		O																
		S																
		O																

STATE OF NEVADA
Office of the Labor Commissioner

STATEMENT OF COMPLIANCE

In compliance with the provisions of Chapters 338 of NRS and NAC, respectively, I, as an officer, owner or director of the undersigned contractor, hereby certify that this report is a true and accurate statement of worker□s earnings employed on this Public Works contract by the undersigned contractor for the following payroll period:

_____, _____ to _____, _____.
Month and Day Year Month and Day Year

I further certify:

1. That no deductions have been made from the wages earned by any person so listed other than those permissible or required by law.
2. That any apprentice listed herein is registered in a bona fide apprenticeship program.
3. Check all that apply:

☐ The contractor is signatory to a collective bargaining agreement with some or all of its employees.
☐ Each employee listed has been paid the required applicable wages plus the amount of fringe benefits listed in their contract.
☐ Each employee listed has been paid the required applicable wages per hour with no fringe benefit contributions paid by the contractor.

☐ Prime Contractor
☐ Subcontractor

Contractor Name:	Address:
Telephone:	Fax:

_____ _____ _____
PRINTED NAME/TITLE SIGNATURE DATE

NRS 338.070:

4. The contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name and the actual per diem, wages and benefits paid to each workman employed by him in connection with the public work.

5. The record must be open at all reasonable hours to the inspection of the public body awarding the contract, and its officers and agents. The contractor or subcontractor shall ensure that a copy of the record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month. The copy must be open to public inspection as provided in NRS 239.010. The record in the possession of the public body awarding the contract may be discarded by the public body 2 years after final payment is made by the public body for the public work.

6. Any contractor or subcontractor, or agent or representative thereof, performing work for a public work who neglects to comply with the provisions of this section is guilty of a misdemeanor.

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

Project Number: _____ **Date:** _____

Pharmacy Clean Room Design and Build: _____ **PWP Number: CL-2021-20** _____

General Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Worker Name	Workers Occupation	Has a Driver's License or Identification Card	State Issued	Wages	Per Diem	Benefits
1			☐YES or ☐NO				
2			☐YES or ☐NO				
3			☐YES or ☐NO				
4			☐YES or ☐NO				
5			☐YES or ☐NO				
6			☐YES or ☐NO				
7			☐YES or ☐NO				
8			☐YES or ☐NO				
9			☐YES or ☐NO				
10			☐YES or ☐NO				
11			☐YES or ☐NO				
12			☐YES or ☐NO				
13			☐YES or ☐NO				
14			☐YES or ☐NO				
15			☐YES or ☐NO				
16			☐YES or ☐NO				
17			☐YES or ☐NO				
18			☐YES or ☐NO				
19			☐YES or ☐NO				
20			☐YES or ☐NO				

DO NOT INCLUDE ANY LICENSE OR I.D. NUMBERS
WORKERS EMPLOYED REPORT (B) (PER N.R.S. 338.070)

Project Number: _____ **Date:** _____

Pharmacy Clean Room Design and Build: _____ **PWP Number: CL-2021-20** _____

General Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Worker Name	Driver's License No. or Identification No.	State Issued	First day on Project	Last day on Project
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

CONFIDENTIAL
NON-APPORTIONED VEHICLE REPORT

Project Number: _____ **Date:** _____

Pharmacy Clean Room Design and Build: _____ **PWP Number:** **CL-2021-20** _____

General Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	OWNER Name	Vehicle Description	License No. and State
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			

MATERIALS PURCHASED REPORT

Project Number: _____ **Date:** _____

Pharmacy Clean Room Design and Build: _____ **PWP Number: CL-2021-20** _____

General Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Material Supplier Name	Address	Materials Purchased
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

CLOSEOUT DOCUMENTATION SUMMARY REPORT OF SUBCONTRACTORS

Project Number: _____ **Date:** _____

Pharmacy Clean Room Design and Build: _____ **PWP Number: CL-2021-20** _____

General Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Subcontractor Name	*BEG	Ethnicity	Address	Bid Item or Work Performed	Value of Contract
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						

**Reference Instruction to Bidders for definitions.*

1800 W. Charleston Blvd.
Las Vegas, NV 89102
(702) 383-2000

Mason VanHouweling
Chief Executive Officer

December _____, 2020

Martin-Harris Construction, LLC
Attn: James Ash
3030 S. Highland Dr.
Las Vegas, NV 89109

RE: NOTICE OF AWARD
UMC BID NUMBER 2020-07, PHARMACY CLEAN ROOM PROJECT (PWP NO. CL-2021-20)

Dear Mr. Ash:

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 Martin-Harris Construction, LLC in the amount of $1,518,367.00. This award letter authorizes you to immediately execute the required contracts with your equipment and material supplier(s) and required subcontractors. No substitution of listed subcontractor(s) is permitted unless submitted to University Medical Center of Southern Nevada ("UMC") in writing in accordance with the contract documents. A copy of the contract document is enclosed for your records.

UMC's Plant Operations department will administer this contract and will contact you in the near future to schedule the project kickoff meeting. They will also coordinate with our Public Safety Office/Officers and Contracts Management teams to ensure you have all the resources and support needed to complete this project, while also ensuring project activities do not unduly disrupt services to our patients, their loved ones, staff and the public.

Thank you for your continued interest in doing business with University Medical Center of Southern Nevada.

Sincerely,

Mason VanHouweling
Chief Executive Officer

Enclosures: Contract Documents (Bid Document, Contractor's Bid Form, all Addenda, Contractor's Bonds and Insurance)

Cc: Monty Bowen, Plant Operations
Tamera Hone, Plant Operations
Will Rawlinson, Plant Operations
Labor Commissioner

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Product Supply Agreement with Praxair Distribution, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Product Supply Agreement with Praxair Distribution, Inc. for bulk oxygen; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000718100
Funded Pgm/Grant: N/A
Description: Bulk Oxygen Supply
Bid/RFP/CBE: GPO - NRS 450.525 & NRS 450.530
Term: 11/01/2020 – 10/31/2025
Amount: NTE $2,100,000
Out Clause: 365 day written notice, Budget Fund Out

BACKGROUND:

This request is for approval of a new Product Supply Agreement and Product Rider ("Agreement") with Praxair Distribution, Inc. ("Praxair"). Praxair currently supplies UMC's with bulk oxygen for use throughout the entire UMC campus which is essential for conditions from asthma, COPD, heart failure, lung disease. and pneumonia. Anesthesia also relies on bulk oxygen. It is vital that UMC have a safe and reliable supply of oxygen in the facility. UMC considered estimates from other bulk air suppliers but determined the time and expense of switching tanks was prohibitive and it was more cost effective to maintain the current supplier.

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.

UMC's Director of Respiratory and Director of Plant Operations have reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

Praxair Distribution Inc. has a current Clark County Business license.

Cleared for Agenda
December 9, 2020

Agenda Item #
9

PRODUCT SUPPLY AGREEMENT

THIS PRODUCT SUPPLY AGREEMENT ("Agreement") numbered BEL-110120, is made effective as of November 1, 2020 (the "Effective Date"), by and between PRAXAIR DISTRIBUTION, INC., a Delaware corporation, having an office at 10 Riverview Drive, Danbury, Connecticut 06810 (hereinafter called "Seller" and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, having an office at 1800 West Charleston Boulevard-Las Vegas, NV 89012 (hereinafter called "Buyer"). This Agreement is being signed as a member in good standing of Healthtrust.

W I T N E S S E T H:

In consideration of the mutual promises contained herein, the parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

The term "First Delivery" means the date on which Seller first delivers Product to Buyer, which date will in no event be earlier than the date on which Buyer is no longer obligated to purchase Product for Buyer's Location under the terms of any other contract. In addition to the meaning of the term "Supply System" set forth in the Rider(s), the term "Supply System" means a system located at Buyer's Location which is owned by Seller for the supply of Product to Buyer hereunder and which may be comprised of air separation facilities, Product generating systems, storage units, vaporizers, piping up to Buyer's Product distribution system, controls and other equipment, devices and/or instrumentation as deemed appropriate by Seller. The term "Affiliate" means a company that is controlled by Praxair, Inc. For purposes of this definition, control of a company means the power, directly or indirectly, to cause or determine the direction of the management or policies of such company. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Rider(s).

2. **REQUIREMENTS**

Seller will sell to Buyer, and Buyer will purchase from Seller, on the terms and conditions hereinafter set forth, Buyer's total present and future requirements, in gaseous and liquid form, of Product for use at Buyer's Location(s), and if the operations at Buyer's Location(s) are conducted at expanded or new location(s), Seller will have the right to supply Product to such expanded or new location(s). As to each Rider, Buyer represents and warrants to Seller that as of First Delivery Buyer will not be obligated under the terms of any other contract to purchase Product for Buyer's Location(s). Buyer will not generate or produce

any Product or purchase any other substance(s) or system(s) in replacement of Product unless Seller has first refused a written offer from Buyer to supply such substance(s) or comparable systems(s) on terms and conditions substantially similar to those terms and conditions contained herein.

3. PRICES AND PAYMENT

Buyer will pay Seller the Prices for Product, equipment, or services supplied hereunder and any charges and surcharges related thereto, including those associated with regulatory and environmental compliance, greenhouse gas emission reductions, and obtaining power and transportation, as set forth in the Rider, with supporting documentation provided to the Buyer. In addition, unless Buyer is tax exempt, Buyer will pay or reimburse Seller for any sales, property, use, excise or other duty, tax, charge or fee now or hereafter imposed by reason of any sale, delivery or furnishing of any Product, equipment, or services hereunder. Buyer will pay any applicable Monthly Service Charge, Monthly Facility Fee, Demand Charge, Monthly Rental or Cylinder Rental during the entire term of any Rider . Seller will invoice Buyer by Seller's standard billing methods. Terms of payment will be net thirty (30) days following date of invoice. At Seller's request and subject to Buyer's ability to do so, Seller and Buyer will utilize Seller's website or other electronic data interchange for invoicing and paying of invoices. If Buyer fails to make timely payment in accordance with the terms of this Agreement, or its financial responsibility becomes otherwise impaired, or if Buyer is otherwise in default of its obligations hereunder, Seller reserves the right, among other remedies, to refuse to supply Product except for receipt of cash with order and/or payment in full of all outstanding charges, and/or enter Buyer's premises and remove any Supply System, Cylinders or other Seller's equipment located thereat with or without notice of legal process, and/or suspend Seller's performance under this Agreement and/or terminate this Agreement or any Rider.

4. DELIVERY

Seller will deliver to Buyer Buyer's requirements for Product in accordance with the terms of this Agreement. Product in Cylinders will be delivered F.O.B. Point of Destination, Freight Prepaid and Add. At Seller's request, Buyer will provide to Seller information relating to Buyer's pattern of use of Product from each Supply System. Seller may anticipate Buyer's requirements for Product and deliver Product at such times as are consistent with Seller's delivery schedule as agreed with Buyer. The delivery of Product by Seller will constitute Buyer's purchase thereof, and the quantities delivered will be measured by Seller by the method it regularly uses for the type of delivery made. Buyer grants to Seller the right of twenty-four (24) hour access to each Supply System site or the site of any Product storage system provided by Buyer as provided in Article 5, and if (a) Buyer fails to grant or delays such access, or (b) Seller is unable to deliver Product at any time consistent with Seller's delivery schedule or otherwise in accordance with the terms of this Agreement due to any act or omission of Buyer, Buyer will pay Seller any applicable delivery charge set forth in Seller's delivery charge schedule, as attached hereto or to the Purchasing Agreement between HealthTrust and Seller. Seller reserves the right to request that Buyer provide qualified personnel to deliver Product to any Supply System affected by a strike or concerted acts of workers.

5. SUPPLY SYSTEMS AND SUPPLY SYSTEM SITES

For each Supply System, Buyer, at its expense, will provide and maintain a suitable site free from any underground or overhead obstructions and with access either by road or railroad siding as mutually agreed by the parties, construct a suitable foundation, install fencing adequate to prevent tampering and install isolation barriers all as required, obtain any necessary permits and licenses, install and maintain a properly designed system for the distribution of Product from each Supply System to Buyer's points of use, and furnish utilities as required by Seller, such as electric power, lighting, telephone lines, internet connections, water and/or steam, and the facilities to deliver such utilities to the point(s) on each Supply System site designated by Seller. Each Supply System site furnished by Buyer hereunder will be free from toxic and hazardous materials

(including corrosives) or other debris which would prevent or increase the cost of the installation or operation of the Supply System, or which could cause injury or death of Seller's employees or any other persons on or at the Supply System site, or which could cause damage to any adjoining property. If the atmospheric or other environmental conditions or the operations at Buyer's Location(s) affect the safe or reliable operation, or result in the imposition of any additional fees, costs or expenses relating to the maintenance, repair or operation of the Supply System, Buyer will promptly correct such conditions to the extent they are within Buyer's control. If Buyer's use of any Supply System affects the safe or reliable operation thereof, or if any Supply System or Cylinder is damaged by Buyer, its agents, employees, contractors or invitees, the cost of repairing such Supply System or Cylinder will be borne by Buyer. Buyer will prevent persons other than those authorized by Seller from entering any Supply System site, delaying delivery of Product, or altering, repairing, adjusting or otherwise tampering with any Supply System or Cylinder. Buyer will comply with all laws, rules and regulations applicable to Buyer's Location relating to a safe and secure operation and Seller will have the right, without any liability hereunder, to refuse to deliver Product to Buyer's Location if Seller reasonably determines that Buyer is not in compliance with any such law, rule or regulation or that Buyer is not providing a workplace at Buyer's Location that is free from known hazards that are likely to result in death or serious harm.

Seller will install each Supply System and make the connection to Buyer's Product distribution system. The costs associated with installing each Supply System and connecting it to Buyer's Product distribution system, including transportation and rigging costs, for which Seller will provide a itemized cost description to be mutually agreed upon by both Parties, will be borne by Buyer. Seller will not be responsible for connecting any Cylinder to Buyer's Product distribution system.
Seller will remove each Supply System within a reasonable time after the termination hereof with costs shared in 50%/50% equal amounts. In the event the Rider terminates for any reason prior to the end of the Basic Term, Buyer shall pay for all removal costs, including associated rehabilitation costs, as well as any allocated portion of remaining installation costs, and any transportation costs to Suppliers Supply System rehabilitation center as determined by Seller. Seller may at its expense remove any Supply System or part thereof, and replace it with another Supply System or part thereof, as Seller may deem appropriate for the supply of Buyer's requirements of Product(s). Seller will have the right from time to time to shut down each Supply System, with reasonable notice and coordination with the Buyer, for such period of time as may be necessary for repairs and maintenance consistent with proper operation. Each Supply System will remain the property of Seller at all times. Buyer will, at its expense, diligently pursue the removal and release of any liens filed against any Supply System or Cylinder due to its location on Buyer's premises.

If with the parties' mutual agreement Seller relocates, modifies or replaces all or part of any Supply System due to a change in Buyer's requirements of Product, method of supply, pressure specifications, Buyer's Location or Buyer's facilities, Seller may charge Buyer the cost of such relocation, modification or replacement, adjust the Monthly Service Charge, Monthly Facility Fee or Monthly Rental set forth in the Rider covering such relocated, modified or replaced Supply System and extend the term of such Rider effective upon First Delivery to or from the relocated, modified or replacement Supply System for a period not grater than a period equal to the Basic Term of such Rider.

If Buyer provides a Product storage system for the supply of any Product, the provisions of this Article 5 set forth above will not apply to such Product storage system and Buyer, at its expense, will maintain such Product storage system and the site on which such Product storage system is located. Seller will have the right, without any liability hereunder, to refuse to deliver Product into such Product storage system if Seller reasonably determines that such Product storage system or Product storage system site is unfit for the storage or delivery of Product or the site on which such

Product storage system is located is not safe as determined by Seller for the delivery of Product.

Each Cylinder furnished by Seller will remain the property of Seller at all times. Buyer will return each such Cylinder to Seller in a non-contaminated condition with the cap and any valves and dust plugs tightly closed and with sufficient residual pressure to prevent contamination to the Cylinder. Buyer will pay Seller for cleaning any Cylinder if such Cylinder is contaminated when returned to Seller. Within thirty (30) days following discontinuation of supply of any Product in Cylinders Buyer will return to Seller each Cylinder for such Product or pay Seller the replacement value thereof. Buyer will maintain records adequate to account for each Cylinder that is furnished to Buyer and if requested by Seller will make such records available to Seller during normal business hours to enable Seller to audit such records and other pertinent data as may be necessary to enable Seller to locate its Cylinders. Buyer will cooperate with Seller to protect, locate and recover each Cylinder furnished to Buyer hereunder.

6. SPECIFICATIONS

Product delivered hereunder will meet the Specifications. Buyer may reject any Product which does not meet the Specifications and no charge will be made for Product so rejected. NO WARRANTIES BY SELLER (OTHER THAN WARRANTY OF TITLE AS PROVIDED IN THE UNIFORM COMMERCIAL CODE) WILL BE IMPLIED OR OTHERWISE CREATED UNDER THE UNIFORM COMMERCIAL CODE INCLUDING WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

7. PRICE CHANGES

Pricing for Products and/or services may be adjusted as set forth in the Purchasing Agreement between HealthTrust and Seller.

8. FORCE MAJEURE

The Parties obligations under this Agreement will be excused (except any obligation to make payments when due) if and to the extent any delay or failure to perform such obligations is due to due to act of God, pandemic, war, terrorism or natural disasters, including hurricanes, tornados, earthquakes, fire, flood, storm, riot, sabotage, explosion, strike, national defense requirements, governmental law, ordinance, rule or regulation, whether valid or invalid, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, feedstock, raw or finished material from normal sources of supply, labor, equipment or transportation, or any other contingency beyond its reasonable control ("Force Majeure Event"). A Party affected by Force Majeure Event shall promptly notify the other Party, to the extent practicable within 48 hours of the Force Majeure Event, explaining the nature and expected duration therof. In the event any such contingency affects only a part of Seller's capability to produce and/or deliver Product, Seller will allocate production and/or deliveries among the requirements of all its affected customers and Seller's own requirements in a fair and reasonable manner.

9. HEALTH AND SAFETY

Buyer acknowledges that there are hazards associated with Product, including the storage, use and handling thereof, and Buyer agrees that its employees, agents, contractors, and others concerned with Product are aware of such hazards. Buyer assumes all responsibility for the suitability and the results of using Product alone or in combination with other articles or substances and in any manufacturing, medical, or other process or procedures. Buyer will notify Seller of any hazards and safety procedures at Buyer's Location(s) and Buyer will notify Seller in advance of any anticipated construction, renovation, or change in operations in the area of any Supply System site so that any hazards associated with same can be minimized. Buyer will be responsible for complying with (i) all relevant reporting obligations under all applicable laws, including the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Sections 11001-11049 (EPCRA, also commonly known as Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title III)),

and (ii) process safety management and risk management programs that in either case result from the presence at Buyer's Location(s) of Product supplied under this Agreement. Buyer will warn and protect its employees, contractors and others exposed to the hazards posed by Buyer's storage, use and handling of Product. Seller will provide documents to Buyer containing Seller's safety and health information pertaining to Product, including Seller's Safety Data Sheet(s), and Buyer will incorporate such information into Buyer's safety program.

10. CONFIDENTIALITY

All drawings, diagrams, specifications, operating data, pricing, costs and other materials or information furnished by either party to the other in connection therewith, and the information contained therein are the proprietary and confidential information of the disclosing party. Any unlawful disclosure of such materials or information may result in significant damages to the disclosing party. The receiving party will hold in confidence all such materials and information. However, the receiving party may disclose such materials and information to (a) governmental agencies for the purpose of obtaining permits under Article 5, and (b) the receiving party's employees for the purpose of performing the receiving party's obligations under this Agreement. In the case of any of the aforementioned disclosures, the receiving party will inform its employees or governmental agencies that such materials and information are the proprietary and confidential information of the disclosing party and are to be treated accordingly. Unless otherwise agreed, the receiving party will keep all such materials and information confidential for a period which will expire three (3) years after the termination date of this Agreement. It is understood that the foregoing obligation of confidentiality does not apply to materials and information that: (i) was already known to the receiving party prior to the disclosure of same hereunder, as evidenced by the receiving party's written records prepared prior to such disclosure; (ii) was in or hereafter comes within the public domain, other than by the receiving party's failure to fulfill its obligations hereunder; (iii) is made available to the receiving party by a third party who does not have any direct or indirect obligation of secrecy to the disclosing party; or (iv) is developed by the receiving party independent of any disclosure under this Agreement as evidenced by its written records.

Notwithstanding the foregoing, Seller acknowledges that Buyer 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 Buyer receives a demand for the disclosure of any information related to this Agreement that Seller has claimed to be confidential and proprietary, such as Seller's pricing, programs, services, business practices or procedures, Buyer will immediately notify Seller of such demand and Seller shall seek exemption from disclosure in accordance with the Act, including, if applicable, seeking a protective order.

11. ASSIGNMENT

Neither Party shall assign this Agreement, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Consent by either Party to such assignment in one instance shall not constitute consent by the Party to any other assignment. Any assignment without such prior written consent shall be void and have no effect. Notwithstanding the foregoing, the following shall not constitute an assignment for purposes of this Section 17.3: (i) the transfer, in whole or in part, of a Party's rights and obligations under this Agreement to an Affiliate of the transferring Party; provided such Affiliate shall possess the financial and legal wherewithal sufficient to fulfill the obligations of the transferring Party under this Agreement; or (ii) the transfer, in whole or in part, of a Party's rights and obligations under this Agreement in the event of a significant organizational transaction. For purposes of this Section 17.3, a "significant organizational transaction" means (a) a transaction

such as, without limitation, a spin-off or sale of assets of a business, provided that the entity to which this Agreement is transferred was, in whole or in part, an Affiliate of the transferring Party immediately prior to such significant organizational transaction; or (b) an internal reorganization that results in the transferring Party being organized in one or more different legal entities or any other corporate form(s), whether through conversion, merger, or otherwise. Subject to the foregoing, all terms, conditions, covenants and agreements contained in this Agreement shall inure to the benefit of and be binding upon any successor and any permitted assignees of the respective Parties.

12. NOTICES

Notices under this Agreement shall all be in writing to a Party at their notice address on page 1 of this Agreement, shall be effective upon the business day following receipt and shall be sent by any of the following methods: (i) e-mail with return e-mail acknowledging receipt; (ii) United States Postal Service certified or registered mail with return receipt showing receipt; (iii) courier delivery service with proof of delivery; or (iv) personal delivery. Either Party may change the name and address of any of its designated recipients of notices by giving notice as provided for in this Agreement.

13. TERM

Except as provided in Articles 3, 5, 7 and 8 or the Rider(s), each Rider will be in effect from the date hereof and will continue in effect thereafter as to each Rider for the period of the Basic Term, and will continue in effect thereafter as to such Rider unless or until either party terminates such Rider effective as of the date of expiration of the Basic Term thereof by giving to the other party not less than twelve (12) months prior written notice of termination with respect to such Rider or, if either party does not so terminate such Rider upon the expiration of the Basic Term thereof, such Rider will continue in effect thereafter for successive one year renewal terms (the "Renewal Terms"), for a maximum of four (4) Renewal Terms, until either party terminates such Rider effective upon the expiration of any Renewal Term by giving the other party not less than twelve (12) months prior written notice of termination with respect to such Rider. During any successive renewal term(s) the Pricing provided under the Purchasing Agreement between HealthTrust and Seller will apply unless one or both parties are no longer members of HealthTrust Purchasing Group.Administrative Fee payments will survive as defined in Section 12.6 of the Purchasing Agreement between HealthTrust and Seller.

14. DISPUTE RESOLUTION

If a party to this Agreement has reasonable grounds to believe that the other party hereto has failed to fulfill any obligation hereunder, or that its expectation of receiving due performance under this Agreement may be impaired, such party will promptly notify the other party in writing of the substance of its belief. The party receiving such notice must respond in writing within thirty (30) days of receipt of such notice and either provide evidence of cure of the condition specified, or provide an explanation of why it believes that its performance is in accordance with the terms of this Agreement, and also specify three (3) dates, all of which must be within thirty (30) days from the date of its response, for a meeting of the designated representatives of the parties, each of whom will have the authority to resolve and settle the dispute. The claiming party will then select one (1) of the three (3) dates, and a dispute resolution meeting will be held. If the parties cannot, in good faith discussions, resolve their dispute, they will be free to pursue all remedies allowed under the law without prejudice.

16. INDEMNITY AND LIMITATION OF LIABILITY

Neither party will be liable to the other party for any incidental, consequential, indirect, special or exemplary damages (including lost profits, sales or other similar damages) arising in connection with this Agreement without regard to the nature of the claim or the underlying theory or cause of action (whether in contract, tort, strict liability, equity or any other theory of law) on which such damages are based.

To the extent expressly authorized by Nevada law, Buyer will indemnify, defend and hold harmless Seller, and their respective affiliates, successors, assigns, directors, officers, agents and employees from and against any and all costs, fees (including reasonable legal fees and expenses), fines, penalties damages, liabilities and claims to the extent caused by the negligence or willful misconduct of the Buyer relating to its activities under this Agreement, except to the extent caused by the negligence or willful misconduct of the Seller, in accordance with the comparative fault clause below. Seller will indemnify, defend and hold harmless Buyer, and their respective affiliates, successors, assigns, directors, officers, agents and employees from and against any and all costs, fees (including reasonable legal fees and expenses), fines, penalties damages, liabilities and claims to the extent caused by the negligence or willful misconduct of Seller relating to its activities under this Agreement, except to the extent caused by the negligence or willful misconduct of the Buyer, in accordance with the comparative fault clause below. If damages are caused by the negligence or fault of both the indemnifying party, on the one hand, and the indemnified party, on the other hand, the apportionment of damages shall be allocated between the parties based upon the comparative degree of each other's negligence or fault, and each shall be responsible for its own defense and costs, including but not limited to the costs of defense, attorneys' fees, witnesses' fees and expenses incident thereto. Each party hereby waives any right of subrogation that it, any of its insurers, or any third party making a claim through it may have under this Agreement.

17. **GENERAL**

This Agreement supersedes any prior agreement or agreements between Buyer and Seller covering the supply of Product to Buyer's Location(s), but this Agreement will not be construed as a renunciation or discharge of any claim in damages for an antecedent breach. The entire agreement is contained herein, in the Purchasing Agreement between HealthTrust and Seller – the terms of which are incorporated herein by reference, and in the Rider(s). There are no other promises, representations or warranties affecting this Agreement, and any other or different terms or conditions in any purchase orders, Buyer's website agreements (including any terms or conditions subject to an accept button or other similar means of indicating acceptance) or other documents issued or accepted hereunder will be deemed null and void. No modification or waiver of this Agreement will bind either party unless expressly set forth in writing and manually signed and accepted by an authorized representative of the party sought to be bound by such writing. A waiver of any of the terms and conditions hereof will not be deemed a continuing waiver, but will apply solely to the instance to which the waiver is directed. Any headings contained in this Agreement are used only as a matter of convenience and reference, and are in no way intended to define, limit, expand or describe the scope of this Agreement. As used in this Agreement, the word "including" and variations thereof will be deemed to be followed by the words "without limitation." Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. In the event of conflict between the terms and conditions contained in this Agreement and the Rider(s), the terms and conditions of the Rider(s) will govern. This Agreement and any claim, controversy or dispute arising out of or related to this Agreement will be governed by the laws of the State of Nevada, without reference to its conflict of laws provisions which would render applicable the laws of any other jurisdiction. BUYER AND SELLER HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT.

18. 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 Buyer for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Buyer's obligations under it shall be

extinguished at the end of any of Buyer's fiscal years in which Buyer'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 Buyer gives Seller at least one hundred twenty (120) days' prior written notice termination. Buyer 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 Buyer 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 Buyer did not give notification of termination due to loss of appropriated funds. Upon any such termination of this Agreement as to each Buyer Location set forth on the Rider, Buyer shall pay Seller the following early termination fee: the cost of removal for any supply system, including associated rehabilitation costs, as well as any allocated portion of remaining installation costs, and any transportation costs to Supplier's Supply System rehabilitation center as determined by Seller.

19. NON-EXCLUDED HEALTHCARE PROVIDER:

Seller represents to Buyer that it is (a) not 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 under this Agreement for which payment may be made under such federal health care programs and (b) has not 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. Seller represents to Buyer 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 Seller or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the date set forth above.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	**PRAXAIR DISTRIBUTION, INC.**
	Submitted by: Brett Loud-Medical Territory Manager
By: _____	By: _____
Name: Mason VanHouweling	Name: Jennifer Claggett
Title: CEO	Title: General Sales Manager- Medical West
Date: _____	Date: November 18, 2020

PRODUCT RIDER

This Rider ("Rider"), dated as of November 1, 2020, (the "Effective Date"), is made a part of the Product Supply Agreement between Praxair Distribution, Inc. ("Seller") and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes , having an office at 1800 West Charleston Boulevard, Las Vegas, NV 89012 (hereinafter called "Buyer") numbered BEL-110120 and dated November 1, 2020 (the "Agreement").

This Agreement is being signed as a member in good standing of Healthtrust (GPO).

As to this Rider, the following terms will have the meanings set forth below:
"Product" means Bulk Liquid Oxygen U.S.P.
"Address" means: 1800 West Charleston Boulevard, Las Vegas, NV 89012

For Seller:	For Buyer:
Praxair Distribution, Inc.	University Medical Center of Southern Nevada
7000 High Grove Boulevard	1800 West Charleston Boulevard
Burr Ridge, IL 60527-7595	Las vegas, NV 89012
Attn: Contract Administrator	Attn: Contracts Management
Telephone: (630) 320-4000	Telephone:702-224-7177
Fax: (630) 320-4514	Fax: 702-383-2609

"Basic Term" means the period commencing on the date of First Delivery of Product after successful execution of this Agreement and continuing for Five (5) years following First Delivery to the Supply System identified below.

"Buyer's Location" means 1800 West Charleston Boulevard, Las Vegas, NV
"Supply System" means, as to the following Supply System(s):

Item No.	Description	Battery Limits (psig)	Pressure at Average Flow Rate (cfh)	Peak Flow Rate (cfh)	Duration (hrs/day)	Peak Flow
1	TM 13,000-g (Main)	250	4,166	5,210	24/7	3hrs. 5x weekly
2	TM 3,000 -g (Reserve)	250				

"Specifications" mean:

Supply System Item No.	Specifications
1	Bulk Oxygen USP
2	Bulk Oxygen USP

"Prices" are:

Supply System Item No.	Charge for Product	Monthly Service Charge	Monthly Regulatory Compliance Charge
OX M-BULK 1	$ per 100 ccf	$per Month	$per Month

The Monthly Service Charge and Regulatory Compliance Charge for each Supply System will commence on the earliest of the following dates: (a) First Delivery of Product to or from such Supply System, (b) thirty (30) days after the date such

Supply System is delivered to Buyer's Location in the event Seller is delayed in tendering delivery of Product to Buyer from such Supply System and such delay is due to the acts or omissions of Buyer, or (c) thirty (30) days after the date such Supply System would have been delivered to Buyer's Location had such delivery not been delayed due to the acts or omissions of Buyer. If Seller incurs costs associated with greenhouse gas emissions, Buyer will pay Seller a greenhouse gas emissions reduction charge or surcharge for each delivery of Product to Buyer's Location(s).

Other Bulk Gas Related Charges

Bulk Ancillary Fees	
Delivery Fee	
Emergency Delivery Fee	
Haz Mat Fee	
Annual Inspection Fee	

Bulk Vessel Installation and Removal Fees
Removal costs are specifically allowed per the contract and are to be borne by the Buyer. The estimated removal cost for the vessels installed at UMC are $ for the 13,000-g main and $ for the 3,000-g reserve ** Estimate only and will vary by state

Bulk Vessel Telemetry Monitoring
Supplier will provide the system and installation at no cost.

Annual System Inspection Fee: Bulk Oxygen
Supplier will provide an annual inspection of the bulk liquid oxygen system. Cost to customer per year will be $500.00.

Additional Program Details
Supplemental Energy Charge: Cylinder Gases and Bulk Oxygen
Supplemental Energy Charge will be implemented based on the schedule below. The rate is firm for a ninety (90) day period and subject to adjustment each calendar quarter based on mutual review of following indexes:

On-Highway Diesel Fuel Price	Cylinder Products	Bulk Products
$	$	$
$	$	$
$	$	$
$	$	$

IN WITNESS WHEREOF, the parties have caused this Rider to be executed as of the Effective Date.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____

Print Name: _Mason VanHouweling

Title: _CEO_____

PRAXAIR DISTRIBUTION, INC.

Submitted by: Brett Loud

Accepted by: Jennifer Claggett November 18, 2020

Print Name: __Jennifer Claggett_____

Title: _General Sales Manager- Medical West___

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:	Praxair Distribution Inc.	
(Include d.b.a., if applicable)		
Street Address:	10 Riverview Drive,	**Website: www. linde.com**
City, State and Zip Code:	Danbury, Connecticut 06810	**POC Name: Brett Loud** **Email: brett.loud@linde.com**
Telephone No:	480-253-7461	**Fax No: 888-445-7822**
Nevada Local Street Address: **(If different from above)**	601 West Sunset Road	**Website: www. Linde.com**
City, State and Zip Code:	Henderson, NV 89011	**Local Fax No: 702-564-8150**
Local Telephone No:	702-565-1252	**Local POC Name: Dave Strobel** **Email: dave.strobel@linde.com**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Steve Angel	CEO	
Matt White	Executive VP and CFO	
Ben Glazer	President Praxair Distribution	

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

Jennifer Claggett
Print Name

Regional Business Manager- Healthcare
Title

September 28, 2020
Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

August 10th, 2020

Fran Heiy
Management Analyst - Contracts
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Bulk Oxygen & Medical Gas Cylinders.

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 Bulk Oxygen & Medical Gas Cylinders. 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 Bulk Oxygen & Medical Gas Cylinders category. HealthTrust issued RFPs and received proposals from identified suppliers in the Bulk Oxygen & Medical Gas Cylinders category. A contract was executed with Praxair, Airgas and Esprigas in February of 2019. 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 AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Professional Services Agreement (Cardiovascular and Thoracic Surgery) with Martin, MD, Mavroidis, MD, Dhudshia, MD & Feikes, MD, Cardiovascular Surgical Services, Ltd. d/b/a Cardiovascular Surgery of Southern Nevada**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Professional Services Agreement for Cardiovascular and Thoracic Surgery Clinical Coverage with Martin, MD, Mavroidis, MD, Dhudshia, MD & Feikes, MD, Cardiovascular Surgical Services, Ltd. d/b/a Cardiovascular Surgery of Southern Nevada; 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: 3000702100 Funded Pgm/Grant: N/A
Description: Cardiovascular and Thoracic Surgery Clinical Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 1/1/2021 to 12/31/2023 with two 1-year options
Amount: $1,443,000 per year or potential aggregate NTE $7,215,000 for five (5) years
Out Clause: 180 days w/o cause

BACKGROUND:

Since November 2002, UMC has had an agreement with Martin, MD, Mavroidis, MD, Dhudshia, MD & Feikes, MD, Cardiovascular Surgical Services, Ltd. d/b/a Cardiovascular Surgery of Southern Nevada ("Provider") to provide cardiovascular and thoracic surgery services ("Services").

This request is to enter into a new Professional Services Agreement for Clinical Coverage with Provider to continue to provide the Services. Provider will provide emergency and on-call services with consultative coverage on a 24/7 basis to treat Hospital's inpatients, outpatients, Emergency Department patients, and Trauma Department patients, in accordance with the schedule maintained by Medical Staff. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension option(s) at his discretion if deemed beneficial to UMC.

Cleared for Agenda
December 9, 2020

Agenda Item #
10

UMC will compensate Provider $1,443,000 per year or potential aggregate NTE $7,215,000 for five (5) years from January 1, 2021 through December 31, 2023, with the option to extend for two 1-year periods. Either party may terminate this Agreement with a 180-day written notice to the other.

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

Provider currently holds a Clark County business license.

PROFESSIONAL SERVICES AGREEMENT
(Clinical Services)

This Agreement, is made and entered into this 16th day of December, 2020, 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 Martin, MD, Mavroidis, MD, Dhudshia, MD & Feikes, MD, Cardiovascular Surgical Services, Ltd., a Nevada professional corporation existing under and by virtue of the laws of the State of Nevada doing business as **Cardiovascular Surgery of Southern Nevada**, with its principal place of business at 5320 South Rainbow Boulevard, Suite 282, Las Vegas, Nevada 89118 (hereinafter referred to as "Provider"). Hospital and Provider together shall be referred to individually herein as "party" and collectively as "parties."

WHEREAS, Hospital is the operator of a Cardiology Department (the "Department") located in Hospital which requires certain Services (as defined below);

WHEREAS, Hospital recognizes that the proper functioning of the Department requires Services from physicians who have been properly trained and are fully qualified and credentialed to practice medicine as cardiovascular and thoracic surgeons;

WHEREAS, Provider desires to contract for and provide said Services in the specialty of cardiovascular and thoracic surgery, as more specifically described herein; and

WHEREAS, the parties intend for this Agreement to supersede, terminate and wholly replace any prior verbal or written agreements between the parties respecting the subject matter hereof.

NOW THEREFORE, in consideration of the covenants and mutual promises made herein, the parties agree as follows:

I. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

1.1 Allied Health Providers. Individuals other than a licensed physician, medical doctor ("M.D."), doctor of osteopathy ("D.O."), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who has been accorded privileges to provide such care in Hospital. Allied Health Providers to be utilized by Provider for the provision of Services are listed on **Exhibit A-1**, which shall be subject to change from time to time.

1.2 Department. Unless the context requires otherwise, Department refers to Hospital's Department of Cardiology.

1.3 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.

1.4 Member Physicians. Physician(s) mutually appointed by Provider and Hospital (as listed on **Exhibit A-1** and which shall be subject to change from time to time) to provide Services pursuant to this Agreement.

1.5 Services. Clinical services in the specialty of cardiovascular and thoracic surgery performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to the delivery to the Department and Hospital certain Services to patients, twenty-four (24) hours per day/seven (7) days per week, as further described herein.

II. PROVIDER'S OBLIGATIONS

2.1 Department Coverage for Services. Provider, by and through its Member Physicians, shall deliver to the Department the following Services:

a. Provider shall provide professional services in the best interest of Hospital's patients with all due diligence;

b. Provider shall conduct and professionally staff the Department in such a manner that Hospital, its Medical Staff, and patients shall at all times have adequate cardiovascular and thoracic surgery coverage as provided herein. Provider shall render and supervise cardiovascular and thoracic surgery services and consult with the Medical Staff and Hospital upon request;

c. Provider shall provide the Services on premises of Hospital on an emergency and on-call basis with consultative coverage on a twenty-four (24) hours per day, seven (7) days per week basis, including holidays, throughout the Term of this Agreement to treat patients in Hospital's Department. This coverage includes all Hospital inpatients, outpatients, Emergency Department patients, and Trauma Department patients;

d. Provider shall respond to all requests for consultations as follows:

1. Request prior to 12:00 pm – response shall be same day.
2. Request after 12:00 pm – response shall be within twenty-four (24) hours.

For this purpose, consultative coverage consists of patient examination/assessment, diagnosis, medical/surgical intervention and follow-up care;

e. Emergency and on-call cardiovascular and thoracic surgery services to Hospital's inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week in accordance with the cardiovascular and thoracic surgery rotation schedule maintained by the Medical Staff.

f. Provider shall be responsible for any staffing required to assist Member Physicians in carrying out its duties within the Department, so that Hospital, its Medical Staff, and patients shall at all times have adequate Services coverage;

g. Provider shall cooperate with Hospital to provide formal and informal staff training programs as deemed necessary for the professional staff training and continuing medical education of its Medical Staff;

h. On an annual basis, Provider shall use reasonable best efforts to create a collaborative plan with Hospital's affiliated medical school(s) for the provision of Services in support of the medical resident program;

i. Provider shall ensure clinical effectiveness by providing direction and supervision in accordance with the standards and recommendations of The Joint Commission and the Medical Staff Bylaws and related manuals, and any requirements of local, state and national regulatory agencies and accrediting bodies;

j. Work with Hospital to develop and administer Hospital's care pathways and enhance such pathways based upon Member Physicians' clinical experience;

k. Provide consultative interpretations and documentation in accordance with the standards and recommendations of the Joint Commission, the American Association of Thoracic Surgery, the Bylaws, Rules and Regulations of the Medical Staff, and any policies and procedures of the applicable third party payors, as may then be in effect;

l. Provider shall coordinate and integrate clinically related cardiovascular and thoracic surgery activities both inter and intra departmentally within Hospital and its affiliated clinics. This will include reviewing patient charts and laboratory results; and

m. Provider shall perform such other Services, as more specifically described on **Exhibit A**, attached hereto and incorporated herein by reference.

2.2 Medical Staff Appointment.

a. Member Physicians employed or contracted by Provider shall at all times hereunder, be members in good standing of Hospital's Medical Staff with appropriate clinical credentials and appropriate Hospital privileging. Any of Provider's Member Physicians who fail to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by Provider. Provider shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his license to practice medicine, tenders his resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.3 below. In the event Provider replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event that a Member Physician's appointment to Hospital's Medical Staff with clinical privileges is granted solely for purposes of this Agreement, such appointment and clinical privileges shall automatically terminate upon termination of this Agreement or Provider's removal of the physician as a Member Physician.

b. Provider shall be fully responsible for the performance and supervision of any of its Member Physicians, Allied Health Providers or others under its direction and control, in the performance of Services under this Agreement.

c. Allied Health Providers employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Medical and Dental Staff Bylaws and Rules and Regulations. In the event than an Allied Health Provider's granting of clinical privileges at Hospital is solely for purposes of this Agreement, such appointment and clinical privileges shall automatically terminate upon termination of this Agreement or Provider's removal of the Allied Health Provider under this Agreement.

2.3 Representations of Provider and Member Physicians.

a. Provider represents and warrants that it:

1. holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation;
2. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
3. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
4. at all times will comply with all applicable laws and regulations in the performance of the Services;
5. is not restricted under any third party agreement from performing the obligations under this Agreement;
6. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder; and
7. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

b. Provider, on behalf of each of Provider's Member Physicians (and Allied Health Providers as applicable), represents and warrants to the best of Provider's knowledge after reasonable inquiry that he or she:

1. is Board certified in Thoracic Surgery;
2. possesses an active license to practice medicine from the State of Nevada which is in good standing;
3. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration, as needed to provide the Services;
4. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;
5. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;

6. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
7. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
8. at all times will comply with all applicable laws and regulations in the performance of the Services;
9. is not restricted under any third party agreement from performing the obligations under this Agreement; and
10. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

2.4 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within three (3) business days after Provider becomes aware of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.3 or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify Hospital of such a breach and fails to immediately remove any Member Physician or Allied Health Provider that fails to meet any of the requirements in this Agreement.

2.5 Independent Contractor. In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform its work and functions.

2.6 Industrial Insurance.

a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.

b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend this Agreement or terminate this Agreement.

2.7 Professional Liability Insurance. Provider shall carry professional liability insurance on its Member Physicians and employees at its own expense in accordance with the minimums established by the Bylaws of the Medical and Dental Staff and related documents. Said insurance shall annually be certified to Hospital's Administration and Medical Staff, as necessary.

2.8 Provider's Personal Expenses. Provider shall be responsible for all its personal expenses, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.

2.9 Maintenance of Records.

a. All medical records, histories, charts and other information regarding patients treated or matters handled by Provider hereunder, or any data or databases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.

b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical and Dental Staff, as may then be in effect.

2.10 Health Insurance Portability and Accountability Act of 1996.

a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (1) was created or received by either party; (2) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (3) identifies such individual.

b. Provider shall use its reasonable efforts to preserve the confidentiality of Protected Health Information it receives from Hospital, and shall be permitted only to use and disclose such information to the extent that Hospital is permitted to use and disclose such information pursuant to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), regulations promulgated thereunder ("HIPAA Regulations") and applicable state law. Hospital and Provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

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

2.11 UMC Policy #I-66. Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with University Medical Center Policy #I-66, as

amended from time to time, which is incorporated and made a part hereof by this reference.

III. HOSPITAL'S OBLIGATIONS

3.1 Technical Support, Surveys, Space, Equipment and Supplies.

a. Technical Support. Hospital's Information Technology (IT) Department will provide technical support at levels consistent with all members of the Medical Staff during normal working hours of Monday to Friday, 7:00 am to 5:00 pm, and emergency support for work stoppage issues after hours, weekends and holidays on a twenty-four-seven (24/7), three hundred sixty-five (365) day coverage.

b. Surveys. Hospital shall provide staff emails for participation in annual feedback survey (i.e., nursing, case management/social work).

c. Space. Hospital shall provide space within Hospital for the Department (excluding Provider's private office space) that allows Provider to render the Services in compliance with applicable Nevada law; however, Provider shall not have exclusivity over any space or equipment provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Department.

d. Equipment.

1. Hospital shall make available during the Term of this Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Department. Hospital shall also keep and maintain said equipment in good order and repair.

2. Hospital shall maintain and operate its IT system necessary for the proper operation of the Department, provided however, Provider shall be responsible for maintenance and operation of its own systems as necessary for the purpose of providing the Services and the requirements under this Agreement.

e. Supplies. Hospital shall purchase all necessary supplies for the proper operation of the Department and shall keep accurate records of the cost thereof.

3.2 Hospital Services. Hospital shall provide the services of other Hospital departments including, but not limited to, Accounting, Administration, Engineering, Human Resources, Materials Management, Medical Records and Nursing.

3.3 Personnel. Other than Member Physicians and Allied Health Providers, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position,

providing that recognition and compensation be provided for personnel with special qualifications in accordance with the personnel policies of Hospital.

3.4 Representations of Hospital. Hospital represents and warrants to Provider that neither Hospital, nor to the best of Hospital's knowledge after reasonable inquiry that any of its employees, is:

a. Currently excluded, debarred, or otherwise ineligible to participate in any of the Federal Health Care Programs; or

b. Convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Health Care Programs.

3.5 Annual Review. Hospital and Provider shall conduct an annual review of Provider's performance of Services.

IV. BILLING

4.1 Direct Billing. Except as otherwise specifically provided herein, Provider shall directly bill patients and/or third party payers for all professional components. Hospital shall make available within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. Provider's access to Hospital's Electronic Health Record system qualifies as availability. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.

4.2 Fees. Fees will not exceed that which are usual, reasonable and customary for the community. Provider shall furnish a list of these fees upon request of Hospital.

4.3 Third Party Payors. If Hospital desires to enter into preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.

4.4 Compliance. Provider agrees to comply with all applicable federal and state statutes and regulations (as well as applicable standards and requirements of non-governmental third-party payors) in connection with Provider's submission of claims and retention of funds for Provider's services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, Provider agrees:

a. To use its best efforts to ensure that all claims by Provider for Provider's services provided to patients at Hospital's facilities are complete and accurate;

b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that Provider does not bill for any

items or services that has been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities; and

c. To keep current on applicable Billing Requirements as the same may change from time to time.

V. COMPENSATION

5.1 Compensation for Professional Services. During the Term, and subject to Section 7.5 below, Hospital will compensate Provider for the Services, monthly payments in the amount of One Hundred Twenty Thousand Two Hundred Fifty and 00/100 Dollars ($120,250.00), for an annual amount of One Million Four Hundred Forty-Three Thousand and 00/100 Dollars ($1,443,000.00). Payment shall be made on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following Monday, for the previous month's Services.

5.2 Fair Market Value. The compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services provided hereunder.

VI. TERM/MODIFICATIONS/TERMINATION

6.1 Term of Agreement. This Agreement shall become effective on January 1, 2021, and subject to Section 7.5, shall remain in effect through December 31, 2023 (the "Initial Term"). At the end of the Initial Term, Hospital has the option to extend this Agreement for two (2) additional one-year periods (each a "Successive Term") (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").

6.2. Modifications. Within three (3) calendar days, Provider shall notify Hospital in writing of:

a. Any change of address of Provider;

b. Any change in membership or ownership of Provider's group or professional corporation;

c. Any action against the license of any of Provider's Member Physicians;

d. Any action commenced against Provider which could materially affect this Agreement; or

e. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.

6.3 Termination For Cause.

a. This Agreement shall immediately terminate upon the exclusion of Provider from participation in any federal health care program.

b. This Agreement may be terminated by Hospital at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:

1. Professional misconduct by any of Provider's Member Physicians or Allied Health Providers as determined by the Bylaws, Rules and Regulations of the Medical and Dental Staff and the appeal processes thereunder;

2. Conduct by any of Provider's Member Physicians or Allied Health Providers which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff and Provider does not remove such Member Physician or Allied Health Provider from performing any further Services hereunder, and continue to provide adequate staffing hereunder;

3. Disputes among the Member Physicians, partners, owners, principals, or of Provider's group or professional corporation that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care;

4. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by Provider. Such adequacy will be determined by Hospital; or

5. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.

c. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:

1. The exclusion of Hospital from participation in a federal health care program;

2. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;

3. Hospital at any time engages in any criminal conduct or fraud that Provider reasonably determines is harming or is likely to materially harm the goodwill or reputation of Provider;

4. The failure of Hospital to maintain full accreditation by The Joint Commission;

5. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V above; or

6. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon One Hundred Eighty (180) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination; provided however, it will not relieve Hospital of any payment due and owing to Provider for Services rendered under the terms of this Agreement.

VII. MISCELLANEOUS

7.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than $10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This Section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. Section 1395x (v) (1) (I), and the regulations promulgated thereunder.

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

7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.

7.5 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 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.

7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or databases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.

7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this Agreement, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the Term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.

7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.

b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is

prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at rani.gill@umcsn.com, by calling 702-383-6211, or through the UMC EthicsPoint hotline located at http://umcintranet/compliancehotline.html. Hospitals Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also available for Medical Staff reporting.

7.11 Federal, State, Local Laws. Provider will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.

7.12 Financial Obligation. Provider shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.

7.13 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.

7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

7.15 Indemnification. Provider shall indemnify and hold harmless, Hospital, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Provider, its employees, representatives, successors or assigns. Provider shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action.

7.16 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsperson thereof shall not apply to any provision of this Agreement.

7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.

7.18 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, facsimile, electronic mail or by hand delivery, and directed to the appropriate party as follows:

To Hospital: University Medical Center of Southern Nevada
Attn: Chief Executive Officer
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

To Provider: Cardiovascular Surgery of Southern Nevada
Attn: President
5320 South Rainbow Boulevard, Suite 282
Las Vegas, Nevada 89118

7.19 Publicity. Neither Hospital nor Provider 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.

7.20 Performance. Time is of the essence in this Agreement.

7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will immediately be void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

7.24 Other Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof. All such negotiations, commitments, agreements and writings shall have no further force and effect. Provider and Hospital are parties under certain other agreements set forth below, if any:

a. Agreement for Physician Professional Services (Cardiovascular and Thoracic Surgery) dated March 26, 2015.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

PROVIDER:

Martin, MD, Mavroidis, MD, Dhudshia, MD & Feikes, MD, Cardiovascular Surgical Services, Ltd. d/b/a Cardiovascular Surgery of Southern Nevada

By:_____
Demetri Mavroidis, MD
President

HOSPITAL:

University Medical Center of Southern Nevada

By:_____
Mason VanHouweling
Chief Executive Officer

EXHIBIT A
PROFESSIONAL MEDICAL SERVICES

Provider, by and through its Member Physicians and Allied Health Providers, shall provide all Services, as specifically set forth in Section 2.1 of this Agreement and in this **Exhibit A**, which shall be performed pursuant to the following requirements:

Coverage Requirements:

1. Provide clinical direction of Hospital's cardiovascular and thoracic surgery services, all ambulatory care and satellite cardiovascular and thoracic surgery services, if any;
2. Provide onsite response calls as stipulated in Hospital Policy #MSS-0111, On Call Physician Policy, and the Medical Staff Bylaws for cardiovascular and thoracic surgery call twenty-four (24) hours per day, seven (7) days per week;
3. Carry pagers, cell phones, or other Hospital required communication devices while onsite and respond within five (5) minutes for requests from Critical Care (Leapfrog standard) or thirty (30) minutes from non-critical areas;
4. Provider shall make available a sufficient number of Member Physicians and Allied Health Providers such that the Services are available to patients for both routine and related emergency care on a twenty-four (24) hour-a-day, seven (7) days-a-week basis (inclusive of all Holidays);
5. Provide twenty-four-seven (24/7) consultative services. This coverage includes all Hospital inpatients, outpatients, Emergency Department patients, and Trauma Department patients;
6. Must see all patients that require follow-up visits in Provider's office regardless of patient's ability to make upfront payments or deposits;
7. Use best efforts to use Hospital's contracted anesthesiologists and hospitalists;
8. Participate in scheduled clinical staff meetings and conferences;
9. Contribute to a positive relationship among Hospital's Administration, healthcare providers (RN's, ancillary providers), Medical Staff and the community;
10. Promote the growth and development of the Services in conjunction with Hospital with special emphasis on expanding diagnostic and therapeutic services;
11. Inform the Department and/or Hospital's Administration of new equipment and applications; asses and recommend to Hospital's Administration the need for capital expenditure for equipment, supplies and space required to maintain and expand the Services;
12. Monitor the use of equipment and report any malfunction to the Department or Hospital's Administration;
13. Recommend innovative changes directed toward improved patient services;
14. Develop and implement guidelines, policies and procedures in accordance with recognized professional medical specialty standards, and the requirements of local, state and national regulatory agencies and accrediting bodies;
15. Participate in Quality Assurance and Performance Improvement activities by monitoring and evaluating care; communicating findings, conclusions, recommendations and actions taken; and using established Hospital mechanisms for appropriate follow-up;
16. Assist Hospital in the appeal of any denial of payment of Hospital charges;

17. Peer review reports to be delivered by Provider on a quarterly basis;
18. All policies and procedures will be followed, including verbal orders, charted in Hospital's Electronic Health Record system; and
19. Ensure clinical effectiveness by providing direction and supervision in accordance with the standards and recommendations of The Joint Commission and the Medical Staff Bylaws and related manuals, and any requirements of local, state, and national regulatory agencies and accrediting bodies.

Service Location: All Services are to be performed at Hospital's main campus location at:
1800 W. Charleston Blvd., Las Vegas, NV 89102

Member Physicians and Allied Health Providers: See **Exhibit A-1**

EXHIBIT A-1
PROVIDER'S MEMBER PHYSICIANS AND ALLIED HEALTH PROVIDERS

1. Juan Martin, Jr., MD
2. Neel Dhudshia, MD
3. Demetrios Mavroidis, MD
4. Quynh Felkes, MD
5. Walter Ehrman, MD
6. Thomas d'Amato, MD
7. Cheryl Broussard, MD
8. Jennifer Spinato, APRN
9. Johnny Chua, Jr., APRN
10. Audie Lee, PA-C
11. Dominique Champion, PA-C

EXHIBIT B
STANDARDS OF PERFORMANCE

Provider shall ensure that all Member Physicians comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

a. Provider promises to adhere to Hospital's established standards and policies for providing exceptional patient care. In addition, Provider shall ensure that its Member Physicians shall also operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect.

b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, its employed or contracted physicians shall be free to perform private practice at other offices and hospitals. If any of Provider's Member Physicians are employed by Provider under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.

c. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.

d. Provider shall develop and implement guidelines and critical pathways to improve quality of care and decrease length of stay.

e. Provider shall be in compliance with all state and federal regulations, State of Nevada, and The Joint Commission guidelines, as evidenced by:

    1. Ongoing participation in preparations for inspections/surveys and timely resolutions of any identified deficiencies for State of Nevada and The Joint Commission or other regulatory agencies.
    2. No significant findings related to the clinical or administrative practice of cardiovascular and thoracic surgery.

f. Provider shall be in compliance with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission.

g. Provider shall be in one hundred percent (100%) compliance with active participation with time-out (universal protocol).

h. Provider shall assist Hospital with improvement of patient satisfaction and performance ratings.

i. Provider shall perform appropriate clinical documentation.

j. Member Physicians shall provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal law, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA").

k. Provider and all Member Physicians shall comply with the rules, regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Provider by Hospital. Specifically, Provider and all Member Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures.

l. Provider and all Member Physicians shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.

m. The parties recognize that as a result of Hospital's patient mix, Hospital has been required to contract with various groups of physicians to provide on-call coverage for numerous medical specialties. In order to ensure patient coverage and continuity of patient care, in the event Provider requires the services of a medical specialist, Provider shall use its best efforts to contact Hospital's contracted provider of such medical specialist services. However, nothing in this Agreement shall be construed to require the referral by Provider or any Member Physicians, and in no event is a Member Physician required to make a referral under any of the following circumstances: (1) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (2) the patient expresses a preference for a different provider, practitioner, or supplier; (3) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (4) the referral is not in the patient's best medical interests in the Member Physician's judgment. The parties agree that this provision concerning referrals by Member Physicians complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law").

n. The disposition of patients for whom medical services have been provided, following such treatment, shall be in the sole discretion of the Member Physician(s) performing such treatment. Such Member Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Member physicians shall facilitate discharges in an appropriate and timely manner. Member Physicians will provide the patient's Primary Care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge care. However, nothing in this Agreement shall be construed to require a referral by Provider or any Member Physician.

o. Provider agrees to participate in the Merit-based Incentive Payment System ("MIPS") established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by

Provider pursuant to this Agreement.

p. Provider shall meet quarterly with Hospital's Administration to discuss and verify inpatient admission data collections.

q. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.

r. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.

s. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of Hospital's patient satisfaction surveys applicable to Provider.

t. Provider shall participate in the Society of Thoracic Surgeons ("STS") Coronary Artery Bypass Grafting ("CABG") Database and maintain the four (4) quality domains (Composite and Infection, Mortality, Morbidity, and Internal Mammary Artery) at the national benchmark.

u. Provider shall ensure that all medical record charts will be completed and signed as follows: (1) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical and Dental Staff Bylaws, and (2) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The thirty (30) days is inclusive of all signatures including any residents and the attending physician.

v. Upon request from Hospital, Provider shall provide a quarterly report to include data supporting the continued requirement for FTE support as measured by industry standards for, at a minimum, the following, as applicable: (1) inpatient admissions, (2) observation admissions, (3) encounters, (4) encounters per day, (5) average staffed hours per day, (6) frequently used procedure codes, (7) work Relative Value Units (RVUs) per encounter, (8) payor mix, and (9) average length of stay unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital's Administration with written notice. Hospital staff/analysts can support requested data collection in collaboration with Provider.

w. Provider shall be in one hundred percent (100%) compliance with the Drug Wastage Policy. Provider shall be in one hundred percent (100%) compliance with patient specific Pyxis guidelines (charge capture), as applicable, to include retrieval of medication/anesthesia agents.

x. Provider shall collaborate with Hospital leadership to minimize and address staff and patient complaints. Provider shall participate with Hospital's Administration in staff evaluations and joint operating committees.

y. Provider shall participate in clinical staff meetings and conferences, and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as deemed appropriate.

z. Provider shall actively participate in Hospital's Value Analysis Program and attend the Value Analysis meetings when requested by Hospital.

aa. Readmission Rate. Provider shall work with Hospital to reduce the thirty (30) day readmission rate for cardiovascular patients to meet the national benchmark criteria.

[left intentionally blank]

ATTACHMENT 1
NOTICE OF FALSE CLAIMS AND STATEMENTS

UMC's Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC's Compliance Department provides UMC compliance oversight, education, reporting, investigations and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to local, state and federal regulatory standards. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC's policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in federally funded healthcare programs.

Federal False Claims Act

The Federal False Claims Act (the "Act") applies to persons or entities that knowingly submit, cause to be submitted, conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare and Medicaid.

Liability under the Act attaches to any person or organization who, among other actions, "knowingly":

- Presents a false/fraudulent claim for payment/approval;
- Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
- Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
- Provides less property or equipment than claimed; or
- Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

"Knowingly" means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A "claim" includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, a civil monetary penalty can be imposed pursuant to the federal False Claims Act, 31 U.S.C. § 3729(a), adjusted as set forth in 28 CFR 85 in accordance with the requirements of the Bipartisan Budget Act of 2015, plus three times (3x) the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider may also be required to repay the excess amount.

Criminal penalties are imprisonment for a maximum five (5) years; a maximum fine of $25,000; or both.

Nevada State False Claims Act

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, "knowingly:"

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;

- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;
- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties imposed pursuant to the State False Claims Act for each act correspond to any adjustments in the monetary amount of a civil penalty for a violation of the federal False Claims Act, 31 U.S.C. § 3729(a), plus three times (3x) the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than $250, are six (6) months to one (1) year imprisonment in the county jail; a maximum fine of $1,000 to $2,000; or both. If the value of the false claim(s) is greater than $250, the penalty is imprisonment in the state prison from one (1) to four (4) years and a maximum fine of $5,000.

Non-Retaliation/Whistleblower Protections

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed:

- reinstatement with the same seniority; or
- damages in lieu of reinstatement, if appropriate; and
- two times the lost compensation, plus interest; and
- any special damage sustained; and
- punitive damages, if appropriate.

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at http://www.goldenegg.ethicspoint.com, or by contacting the UMC Compliance Officer at Rani.Gill@umcsn.com or (702) 383-6211.

Retaliation for reporting, in good faith, actual or potential violations or problems, or for cooperating in an investigation is expressly prohibited by UMC policy.

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: 37

Corporate/Business Entity Name:	Martin, MD, Mavroidis, MD, Dhudshia, MD & Felkes, MD, Cardiovascular Surgical Services, LTD	
(Include d.b.a., if applicable)	Cardiovascular Surgery of Southern Nevada	
Street Address:	5320 S. Rainbow Blvd. Suite 282	**Website:**
City, State and Zip Code:	Las Vegas, NV 89118	**POC Name: Kevin Price** **Email: kevin@cvsurgnv.com**
Telephone No:	702 737-3808	**Fax No: 702 737-0164**
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)
Juan Rick Martin, MD	Treasurer	25%
Neel Dhudshia, MD	secretary	25%
Demetri Mavroidis, MD	President	25%
Quynh Felkes, MD	Director	25%

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 — Print Name: Kevin Price

Title: Administrator — Date: 11.23.20

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Professional Services Agreement (Cardiovascular Anesthesiology) with Fielden, Hanson, Isaacs, Miyada, Robison, Yeh, Ltd. d/b/a USAP-Nevada**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Professional Services Agreement for Cardiovascular Anesthesiology On-Call Coverage with Fielden, Hanson, Isaacs, Miyada, Robison, Yeh, Ltd. d/b/a USAP-Nevada; and take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000702100 Funded Pgm/Grant: N/A
Description: Cardiovascular Anesthesiology On-Call Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 1/1/2021 to 12/31/2022
Amount: $650 per day for on-call services; NTE $237,250 per year or a total NTE $474,500 for two (2) years
Out Clause: 90 days w/o cause

BACKGROUND:

Since January 2016, UMC has had an agreement with Fielden, Hanson, Isaacs, Miyada, Robison, Yeh, Ltd. d/b/a USAP-Nevada ("Provider") (previously called Smith and Associates, Cardiovascular Anesthesia Consultants, PLLC) to provide cardiovascular anesthesia on-call services ("Services").

This request is to enter into a new Professional Services Agreement for Group Physician On-Call Coverage with Provider to continue to provide the Services. Provider will provide 24/7 emergency and on-call cardiovascular anesthesia services for UMC's inpatients and outpatients, including Emergency Department and Trauma Department patients, in accordance with the call schedule maintained by Medical Staff.

UMC will compensate Provider $650 per day or a NTE total of $237,250 per year from January 1, 2021 through December 31, 2022. Either party may terminate this Agreement with a 90-day written notice to the other.

Cleared for Agenda
December 9, 2020

Agenda Item #
11

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

Provider currently holds a Clark County business license.

PROFESSIONAL SERVICES AGREEMENT
(Group Physician On-Call Coverage)

This Agreement, is made and entered into this _____ day of December 2020, 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 **Fielden, Hanson, Isaacs, Miyada, Robison, Yeh, Ltd. d/b/a USAP-Nevada**, a Nevada professional corporation with its principal place of business at 9127 West Russell Road, Suite 110, Las Vegas, Nevada 89148 (hereinafter referred to as "Provider");

WHEREAS, Hospital is the operator of an Anesthesiology Department (the "Department") located in Hospital which requires certain Services (as defined below);

WHEREAS, Hospital recognizes that the proper functioning of the Department requires Services from physicians who have been properly trained and is fully qualified and credentialed to practice medicine as cardiovascular anesthesiologists;

WHEREAS, Provider desires to contract for and provide said Services in the specialty of cardiovascular anesthesiology in connection with emergent cardiovascular surgical cases ("cardiovascular anesthesiology/anesthesia"), as more specifically described herein; and

WHEREAS, the parties intend for this Agreement to supersede, terminate and wholly replace any prior verbal or written agreements between the parties respecting the subject matter hereof.

NOW THEREFORE, in consideration of the covenants and mutual promises made herein, the parties agree as follows:

I. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

1.1 Allied Health Providers. Individuals other than a licensed physician, medical doctor ("M.D."), doctor of osteopathy ("D.O."), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who has been accorded privileges to provide such care in Hospital.

1.2 Clinical Services. Services performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to cardiovascular anesthesia services.

1.3 Department. Unless the context requires otherwise, Department refers to Hospital's Department of Anesthesiology.

1.4 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.

1.5 Member Physician(s). Physician(s) employed by or contracted with Provider and mutually appointed by Provider and Hospital (as listed on **Exhibit A** and which shall be subject to change from time to time) to provide Services pursuant to this Agreement.

1.6 On-Call Services. Emergency and on-call cardiovascular anesthesiology services to Hospital's inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week in accordance with the cardiovascular anesthesiology rotation schedule maintained by the Medical Staff.

II. PROVIDER'S OBLIGATIONS

2.1 Services. Provider shall deliver to the Department and Hospital certain On-Call Services and Clinical Services (collectively the "Services"), as more specifically described on **Exhibit A**, attached hereto and incorporated herein by reference.

2.2 Medical Staff Appointment.

a. Member Physicians employed or contracted by Provider shall at all times hereunder, be members in good standing of Hospital's medical staff with appropriate clinical credentials and appropriate Hospital privileging. Any of Provider's Member Physicians who fail to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by Provider. Provider shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his license to practice medicine, tenders his resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.3 below. In the event Provider replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event an appointment to the Medical Staff is granted solely for purposes of this Agreement, such appointment shall automatically terminate upon termination of this Agreement.

b. Provider shall be fully responsible for the performance and supervision of any of its Member Physicians or others under its direction and control, in the performance of Services under this Agreement.

c. Allied Health Providers employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Allied Health Providers Manual.

d. If Provider is unavailable to provide the Services when assigned and requests substitute coverage, upon Hospital's prior written consent, Provider shall arrange for an alternate practitioner of Hospital's Medical Staff with equivalent privileges who is appropriately credentialed for the specific service line to provide the Services.

2.3 Representations of Provider and Member Physicians.

a. Provider represents and warrants that it:

i. holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation;
ii. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
iv. at all times will comply with all applicable laws and regulations in the performance of the Services;
v. is not restricted under any third party agreement from performing the obligations under this Agreement;
vi. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder; and
vii. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

b. Provider, on behalf of each Member Physicians (and Allied Health Providers as applicable), represents and warrants that he or she:

i. is Board Certified in Anesthesiology;
ii. possesses an active license to practice medicine from the State of Nevada which is in good standing;
iii. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration;
iv. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;
v. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
vi. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
vii. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
viii. at all times will comply with all applicable laws and regulations in the performance of the Services;
ix. is not restricted under any third party agreement from performing the obligations under this Agreement; and
x. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

2.4 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within three (3)

calendar days of Provider's knowledge of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.3, or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify Hospital of such a breach and/or fails to remove any Member Physician or Allied Health Provider that fails to meet any of the requirements in this Agreement after a period of three (3) calendar days.

2.5 Independent Contractor. In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform its work and functions.

2.6 Industrial Insurance.

a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its employed Member Physicians and/or employed Allied Health Providers, shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.

b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital, upon Hospital's written request, with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend this Agreement or terminate this Agreement.

2.7 Professional Liability Insurance. Provider shall carry professional liability insurance on its employed Member Physicians and employed Allied Health Providers, at its own expense in accordance with the minimums required by applicable law. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary, upon written request from Hospital to Provider.

2.8 Provider's Personal Expenses. Provider shall be responsible for all of Provider's personal expenses, and those of any Member Physicians and Allied Health Providers, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.

2.9 Maintenance of Records.

a. All medical records, histories, charts and other information regarding patients treated or matters handled by Provider hereunder, or any data or databases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.

b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical Staff, as may then be in effect.

2.10 Health Insurance Portability and Accountability Act of 1996.

a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (iii) identifies such individual.

b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any applicable current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all collectively referred to as "HIPAA Regulations". Provider shall preserve the confidentiality of Protected Health Information ("PHI") it receives from Hospital, and shall be permitted only to use and disclose such information in compliance with the HIPAA Requirements and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Requirements or any applicable state law. Provider shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

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

2.11 UMC Policy #I-66. Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with University Medical Center Policy #I-66, as amended from time to time, which is incorporated and made a part hereof by this

reference; provided, however, that Hospital shall provide a copy of such policy and any updates to Provider.

III. HOSPITAL'S OBLIGATIONS

3.1 Space, Equipment and Supplies.

a. Hospital shall provide space within Hospital for Provider to perform the Services under this Agreement (excluding Provider's private office space); however, Provider shall not have exclusivity over any space or equipment provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Department.

b. Hospital shall make available during the Term of this Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Department. Hospital shall also keep and maintain said equipment in good order and repair.

c. Hospital shall purchase all necessary supplies for the proper operation of the Department and shall keep accurate records of the cost thereof.

3.2 Hospital Services. Hospital shall provide the services of other hospital departments required for the provision of Services, including, but not limited to, Accounting, Administration, Engineering, Human Resources, Materials Management, Medical Records and Nursing related to the provisions of the Clinical Services.

3.3 Personnel. Other than Member Physicians and Allied Health Providers, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, providing that recognition and compensation may be altered or different for personnel with special qualifications in accordance with the personnel policies of Hospital.

3.4 Exclusivity of Services. This Agreement does not preclude an attending physician on Hospital's Medical Staff from requesting a specific cardiovascular anesthesia provider who is not a party to this Agreement, subject to Provider's right to schedule Department procedures and services. Provider shall have the right to schedule all Department cardiovascular anesthesia procedures and services, provided that any non-Provider clinician scheduled to provide such cardiovascular anesthesia services must be a member of Hospital's Medical Staff.

IV. BILLING

4.1 Direct Billing. Except as otherwise specifically provided herein, Provider shall directly bill patients and/or third party payers for all professional components. Hospital shall make available within thirty (30) days of the date of service the usual social security and

insurance information to facilitate direct billing. Provider access to Hospital's Electronic Health Record system qualifies as availability. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to accept Medicaid and Medicare coverage.

4.2 Fees. Fees to patients and their insurers will not exceed that which are usual, reasonable and customary for the community.

4.3 Third Party Payors. If Hospital desires to enter into a preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate commercially reasonable rates with such managed care payors.

4.4 Compliance. Provider agrees to comply with all applicable federal and state statutes and regulations (as well as applicable standards and requirements of non-governmental third-party payors) in connection with Provider's submission of claims and retention of funds for Provider's services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, Provider agrees:

a. To use its commercially reasonable efforts to require that all claims by Provider for Provider's services delivered to patients at Hospital's facilities are complete and accurate;

b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that Provider does not bill for any items or services that have been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities; and

c. To keep current on applicable Billing Requirements as the same may change from time to time.

V. COMPENSATION

5.1 Compensation for Services. During the Term of this Agreement and subject to Section 7.5, Hospital will compensate Provider $650.00 per day for the On-Call Services, or for an annual amount not-to-exceed $237,250.00.

Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month. Complete and accurate invoices are due by the1st day of each month. Payment for Services provided during the previous month will be made on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following Monday. Clinical Services (which are directly billed by Provider pursuant to Section 4.1) are not separately compensated by Hospital.

5.2 Fair Market Value. The compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services provided hereunder.

VI. TERM/MODIFICATIONS/TERMINATION

6.1 Term of Agreement. This Agreement shall become effective on January 1, 2021, and subject to Section 7.5, shall remain in effect through December 31, 2022 ("Term").

6.2. Modifications. Within three (3) business days, Provider shall notify Hospital in writing of any material changes it becomes aware of regarding the following:

a. Any change of address of Provider;

b. Any change in majority ownership of Provider's group or professional corporation;

c. Any action against the license of any of Provider's Member Physicians;

d. Any breach of a representation or warranty as required under Section 2.3; or

e. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.

6.3 Termination For Cause.

a. This Agreement shall immediately terminate upon the occurrence of any one of the following events:

i. The exclusion of Provider from participation in any federal health care program; or

ii. The termination of Services by any required Member Physician(s) as set forth in Section 1.5, unless a substitute Member Physician was agreed to in writing by Hospital prior to such termination.

b. This Agreement may be terminated by Hospital with written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:

i. Professional misconduct by any of Provider's Member Physicians or Allied Health Providers as determined by the Bylaws, Rules and Regulations of the Medical and Dental Staff and the appeal processes thereunder wherein such Member Physician or Allied Health Provider is not timely removed by Provider;

ii. Conduct by any of Provider's Member Physicians or Allied Health Providers which demonstrates an inability to work with others in the

institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff, and if upon notice and request by Hospital, Provider does not remove such Member Physician or Allied Health Provider from performing any further Services hereunder, and continue to provide adequate staffing hereunder unless the parties can mutually agree to a reduction in the Services and amending this Agreement to reflect such reduction;

iii. Disputes among the Member Physicians, partners, owners, principals, or of Provider's group or professional corporation that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care;

iv. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by Provider. Such adequacy will be determined by Hospital; or

v. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.

c. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:

i. The exclusion of Hospital from participation in a federal health care program;

ii. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;

iii. The failure of Hospital to maintain full accreditation by The Joint Commission;

iv. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or

v. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon ninety (90) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination.

VII. MISCELLANEOUS

7.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement,

make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than $10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This Section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. Section 1395x (v) (1) (I), and the regulations promulgated thereunder.

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

7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.

7.5 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 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 (30^{th}) day of June of the then current fiscal year. Termination under this Section shall not relieve Hospital of its obligations incurred through the thirtieth (30^{th}) day of June of the fiscal year for which monies were appropriated.

7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or databases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors in accordance with applicable law.

7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this Agreement, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the Term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.

7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.

b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at rani.gill@umcsn.com, by calling 702-383-6211, or through the UMC EthicsPoint hotline located at http://umcintranet/compliancehotline.html. Hospitals Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also available for Medical Staff reporting.

7.11 Federal, State, Local Laws. Provider will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.

7.12 Financial Obligation. Provider shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.

7.13 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.

7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

7.15 Intentionally Omitted.

7.16 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsperson thereof shall not apply to any provision of this Agreement.

7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.

7.18 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, or by reputable national overnight courier, or by hand delivery, and directed to the appropriate party as follows:

To Hospital:	University Medical Center of Southern Nevada Attn: Chief Executive Officer 1800 West Charleston Boulevard Las Vegas, Nevada 89102
To Provider:	Fielden, Hanson, Isaacs, Miyada, Robison, Yeh, Ltd. 9127 West Russell Road, Suite 110 Las Vegas, Nevada 89148 Attn: SVP – Operations
With a copy to:	U.S. Anesthesia Partners, Inc. 12222 Merit Drive, Suite 700 Dallas, Texas 75251 Attn: General Counsel

7.19 Publicity. Neither Hospital nor Provider 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.

7.20 Performance. Time is of the essence in this Agreement.

7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will immediately be void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

7.24 Other Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof. All such negotiations, commitments, agreements and writings shall have no further force and effect. Provider and Hospital are parties under certain other agreements set forth below, if any:

a. Professional Services Agreement (Cardiovascular Anesthesiology) dated December 16, 2015.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

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

By: _____
W. Bradford Isaacs, M.D.
President

Date: 12/2/2020

Hospital:
University Medical Center of Southern Nevada

By: _____
Mason VanHouweling
Chief Executive Officer

Date: _____

EXHIBIT A
SERVICES/MEMBER PHYSICIAN(S)

Provider to provide Cardiovascular Anesthesiology On-Call and Clinical Services in accordance with the following requirements:

On-Call Services:

a. Provider shall deliver to the Department and Hospital twenty-four (24) hours per day, seven (7) days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff.

b. Response times for On-Call Services shall be in accordance with Hospital Policy # MSS-0111, On Call Physician Policy.

Clinical Services:

a. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients, included but not limited to Hospital's Emergency Department and Trauma Department, utilizing all due diligence arising from the emergency and on-call services.

b. Provider shall provide Hospital with consultative/emergency/on-call coverage on a twenty-four (24) hours per day, seven (7) days per week basis. For this purpose, coverage consists of patient examination/assessment, diagnosis, medical/surgical intervention and follow-up care. This coverage includes all Hospital inpatients and outpatients, Emergency Department patients, and Trauma Department inpatients and outpatients.

c. Provide daily rounds, on-call and consultative coverage to Hospital's inpatients and outpatients of the Department, as well as adult Emergency Department patients and adult Trauma Department patients.

d. Oversee and supervise the overall Cardiovascular Anesthesiology program and perform all administrative, departmental, supervisory and educational functions related to the operation of the Cardiovascular Anesthesiology program, and as required from time-to-time by Hospital's CEO, or his/her designee.

e. Actively participate in Utilization Management (UM) Committee and related initiatives.

f. Provide quarterly standardized reports on mutually agreed upon metrics, revised by Hospital's Administration, including the CEO, COO, CNO and/or his or her designees.

Service Location: All Services are to be performed at Hospital's main campus location at:

1800 W. Charleston Blvd.
Las Vegas, NV 89102

Member Physicians:

Anter, John P., M.D.
Burke, Jason R., M.D.
Coggeshall, David R., M.D.
Cooper, Sheila D., M.D.
Davidson, Stephanie L., D.O.
Duenckelmeyer, Joerg F., M.D.
El-Sabawi, Rashad M., M.D.
Evans, Edd L., M.D.
Fielden, Scott D., M.D.
Gatynya, Pavel, M.D.
Goffstein, Chad D., M.D.
Hanson, Michael E., M.D.
Henry, Alonzo F., M.D.
Ho, Arthur C., M.D.
Isaacs, William B., M.D.
Jackson, Jason C., M.D.
Keamy, Mitchell F., III, M.D.
Klingensmith, David, D.O.
Li, Charles C., M.D.
Livingston, Mark R., M.D.
Luu, Vu, M.D.
Mantin, Richard C., M.D.
Mehta, Devyani J., M.D.
Mendoza, Charles, M.D.
Miyada, Roland W., M.D.
Morse, David S., M.D.
Nino, Mauricio E., M.D.
Patel, Kush, M.D.
Portillo, Genghis N., M.D.
Robison, David E., M.D.
Robison, Douglas R., M.D.
Rosario, Rommel U., M.D.
Rubio, Jesus, M.D.
Schanbacher, Paul D., M.D.
Scheller, Mark S., M.D.
Smith, John S., M.D.
Somphone, Alan H., M.D.
Thompkins, Terin, M.D.
Tsai, Guang J., M.D.
Uhler, Jacob A., M.D.
Vott, Subha, M.D.
Wright, Rockford, M.D.
Yeh, Szu-Nien, M.D.

EXHIBIT B
STANDARDS OF PERFORMANCE

Provider shall ensure that all Member Physicians comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

a. Provider promises to adhere to Hospital's established standards and policies for providing exceptional patient care. In addition, Provider shall ensure that its Member Physicians shall also operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect.

b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, its employed or contracted physicians shall be free to perform private practice at other offices and hospitals. If any of Provider's Member Physicians are employed by Provider under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.

c. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.

d. Provider shall be in compliance with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission.

e. Provider shall be in one hundred percent (100%) compliance with active participation with time-out (universal protocol).

f. Provider shall assist Hospital with improvement of patient satisfaction and performance ratings.

g. Provider shall perform appropriate clinical documentation.

h. Member Physicians shall provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal law, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA").

i. Provider and all Member Physicians shall comply with the rules, regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Provider by Hospital. Specifically, Provider and all Member Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and

all applicable policies and/or procedures.

j. Provider and all Member Physicians shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.

k. The parties recognize that as a result of Hospital's patient mix, Hospital has been required to contract with various groups of physicians to provide on-call coverage for numerous medical specialties. In order to ensure patient coverage and continuity of patient care, in the event Provider requires the services of a medical specialist, Provider shall use its best efforts to contact Hospital's contracted provider of such medical specialist services. However, nothing in this Agreement shall be construed to require the referral by Provider or any Member Physicians, and in no event is a Member Physician required to make a referral under any of the following circumstances: (i) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (ii) the patient expresses a preference for a different provider, practitioner, or supplier; (iii) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (iv) the referral is not in the patient's best medical interests in the Member Physician's judgment. The parties agree that this provision concerning referrals by Member Physicians complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law").

l. The disposition of patients for whom medical services have been provided, following such treatment, shall be in the sole discretion of the Member Physician(s) performing such treatment. Such Member Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Member physicians shall facilitate discharges in an appropriate and timely manner. Member Physicians will provide the patient's Primary Care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge care. However, nothing in this Agreement shall be construed to require a referral by Provider or any Member Physician.

m. Provider agrees to participate in the Physician Quality Reporting Initiative ("PQRI") established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by Provider pursuant to this Agreement.

n. Provider shall meet quarterly with Hospital's Administration to discuss and verify inpatient admission data collections.

o. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.

p. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.

q. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Provider.

r. Provider shall ensure that all medical record charts will be completed and signed as follows: (i) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical and Dental Staff Bylaws, and (ii) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The thirty (30) days is inclusive of all signatures including any residents and the attending physician.

s. Provider shall maintain a score within ten percent (10%) of University Health System Consortium ("UHC") compare (currently 6.24%) for its thirty (30) day readmission score for related admissions.

t. Provider shall provide a quarterly report to include at a minimum the following: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, and (ix) average length of stay-unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital's Administration with notice.

u. Provider shall be in one hundred percent (100%) compliance with Drug Wastage Policy. Provider shall be in one hundred percent (100%) compliance with patient specific Pyxis guidelines (charge capture), to include retrieval of medication/anesthesia agents.

v. Provider shall collaborate with Hospital leadership to minimize and address staff and patient complaints. Provider shall participate with Hospital's Administration in staff evaluations and joint operating committees.

w. Provider shall participate in clinical staff meetings and conferences, and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as deemed appropriate.

ATTACHMENT 1
NOTICE OF FALSE CLAIMS AND STATEMENTS

UMC's Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC's Compliance Department provides UMC compliance oversight, education, reporting, investigations and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to local, state and federal regulatory standards. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC's policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in federally funded healthcare programs.

Federal False Claims Act

The Federal False Claims Act (the "Act") applies to persons or entities that knowingly submit, cause to be submitted, conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare and Medicaid.

Liability under the Act attaches to any person or organization who, among other actions, "knowingly":

- Presents a false/fraudulent claim for payment/approval;
- Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
- Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
- Provides less property or equipment than claimed; or
- Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

"Knowingly" means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A "claim" includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, a civil monetary penalty can be imposed pursuant to the federal False Claims Act, 31 U.S.C. § 3729(a), adjusted as set forth in 28 CFR 85 in accordance with the requirements of the Bipartisan Budget Act of 2015, plus three times (3x) the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider may also be required to repay the excess amount.

Criminal penalties are imprisonment for a maximum five (5) years; a maximum fine of $25,000; or both.

Nevada State False Claims Act

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, "knowingly:"

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;
- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;
- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;

- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties imposed pursuant to the State False Claims Act for each act correspond to any adjustments in the monetary amount of a civil penalty for a violation of the federal False Claims Act, 31 U.S.C. § 3729(a), plus three times (3x) the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than $250, are six (6) months to one (1) year imprisonment in the county jail; a maximum fine of $1,000 to $2,000; or both. If the value of the false claim(s) is greater than $250, the penalty is imprisonment in the state prison from one (1) to four (4) years and a maximum fine of $5,000.

Non-Retaliation/Whistleblower Protections

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed:

- reinstatement with the same seniority; or
- damages in lieu of reinstatement, if appropriate; and
- two times the lost compensation, plus interest; and
- any special damage sustained; and
- punitive damages, if appropriate.

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at http://www.goldenegg.ethicspoint.com, or by contacting the UMC Compliance Officer at Rani.Gill@umcsn.com or (702) 383-6211.

Retaliation for reporting, in good faith, actual or potential violations or problems, or for cooperating in an investigation is expressly prohibited by UMC policy.

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: 158

Corporate/Business Entity Name:	US Anesthesia Partners – Nevada	
(Include d.b.a., if applicable)	Dba Fielden, Hanson, Isaacs, Miyada, Robison, Yeh LTD	
Street Address:	9127 West Russell Road	**Website: www.usap.com**
City, State and Zip Code:	Las Vegas, Nevada 89147	**POC Name: Hasnain Photowala** **Email: Hasnain.photowala@usap.com**
Telephone No:	702-209-2086	**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 ☒ 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

HASNAIN PHOTOWALA
Print Name

SVP Operations US Anesthesia Nevada
Title

11/24/2020
Date

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Master Services Agreement and Statements of Work with Primaris Holdings, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Master Services Agreement and Statements of Work with Primaris Holdings, Inc.; authorize the Chief Executive Officer to execute future statements of work within his delegation of authority; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000876000
Description: Records Abstraction Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: Three years with two automatic one-year renewals
Amount: NTE $350,000.00
Out Clause: 60 days without cause

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

BACKGROUND:

Since 2013, UMCSN has had an agreement with Primaris Holdings, Inc. to provide quality performance measure abstraction services for the purpose of reporting selected quality measures to bodies such as the Joint Commission, Centers for Medicare and Medicaid Services and clinical registries. This request is for approval of a new Master Services Agreement with Primaris. Statement of Work 1 will report Core Measures for Sepsis, Perinatal Care Measures, HOP ED, HOP Stroke and HOP29. Statement of Work 2 will report Core Measures for GWTG Stroke, GWTG HF, CP-MI, Cath PCI, Adult Cardiac, TAVR, to be used as necessary.

The Agreement is for a three-year term with two automatic renewals, however either party may terminate without cause upon sixty (60) days' written notice. The approximate annual cost will be $70,000 based on price per records abstracted. Staff also requests authority for the Chief Executive Officer to execute future statements of work if deemed beneficial to UMC.

UMC's Chief Operating Officer and Associate Administrator for Operations have reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

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

Cleared for Agenda
December 9, 2020

Agenda Item #
12

The Department of Business License of Clark County has determined that Primaris is not required to obtain a business license or vendor registration.

THIS STATEMENT OF WORK #1 (this "SOW #1"), dated effective as of the date of the last signature (the "SOW #1 Effective Date"), is issued by and between University Medical Center of Southern Nevada ("Client") and Primaris Holdings, Inc. ("Primaris") under that certain Master Services Agreement, dated as of August 1, 2020 (the "Agreement"), by and between Client and Primaris except as modified by this SOW #1 the terms and conditions of the Agreement are incorporated herein by reference and shall govern the performance of the Parties' duties under this SOW #1. Capitalized terms used herein and not otherwise defined are used as defined in the Agreement.

1. PURPOSE AND HIGH-LEVEL SCOPE OF SERVICES

The Parties intend to work together for the purposes of having Primaris collect standardized sets of Client's medical data for purposes of reporting selected quality measures to bodies such as the Joint Commission (TJC), Centers for Medicare & Medicaid Services (CMS) or clinical registries.

Client intends to engage Primaris to perform medical record abstraction of Quality Measures data as set forth below (the "Services"). Primaris will conduct abstraction of data from Client's medical records in accordance with the specifications established by CMS for the Hospital Inpatient Quality Reporting Program, Hospital Outpatient Quality Reporting Program, TJC or relevant clinical registries.

2. PRIMARIS RESPONSIBILITIES

Primaris Holdings will be responsible for execution of the Services as follows:

2.1 Provide a Project Manager to oversee the data abstraction and communicate with Client on behalf of Primaris Holdings. The Project Manager will be available for consultation and/or problem resolution at the request of Client at all reasonable times.

2.2 Provide an adequate amount of training of Primaris reviewers and staff;

2.3 Provide all reasonably necessary equipment including, laptops, Internet access, office equipment, telephone equipment for Primaris reviewers and staff;

2.4 Abstract clinical information from the medical records of selected Client patient encounters identified by Client within a reasonable amount of time after such medical record being made available to Primaris for abstraction based on a mutually agreed upon schedule, typically a monthly cycle. The abstracted data will include clinical data required to meet the applicable reporting protocols. Chart abstraction will be limited to relevant information in the medical records identified by Client. Primaris staff will remotely access Client's medical record and electronically key data directly into the applicable reporting tool for all records identified by Client;

2.5 Track abstraction activity;

2.6 Notify Client of progress and any issues:

- Monthly or quarterly client conference calls to review progress, issues and any identified opportunities for quality improvement
- Communicate regularly with Client's designated contact regarding missing documentation in records selected for review

2.7 Notify Client of any error messages noted in applicable reporting tool related to mismatches identified in information upload;

2.8 Implement Inter-Rater Reliability (IRR) Reviews and over reads of abstraction results to assure continued accuracy and provide such reviews and results to Client quarterly;

2.9 Meet timeline and deliverables as provided in Schedule 1 to Exhibit A-1;

2.10 Use best efforts to process the estimated amount of records as indicated in Schedule 2 of this SOW;

2.11 Abstraction validation for quality measure abstraction must be greater than or equal to 95%. If the abstraction validation for either abstraction type falls below the rates set out above Primaris and Client agree to jointly conduct a Root Cause Analysis (RCA) to determine the underlying cause. If the underlying cause is determined to be due to the work performed by Primaris staff, Primaris will develop a Performance Improvement Plan (PIP) for final Client approval. If unsatisfactory performance is found to be related to issues outside Primaris' control, Primaris and Client will, to the extent possible, work collaboratively to identify issues and develop recommendations for solutions to correct underlying issues and increase efficiencies;

2.12 Primaris shall have all reviewers and Primaris staff involved in the performance of the Services complete Client specific training.

2.13 Primaris agrees to meet the requirements for Third Party Connection Terms in Schedule 3.

3. RESPONSIBILITIES OF CLIENT

The Client will be responsible as follows:

3.1 Select medical records for abstraction and maintain full responsibility for the sampling methodology used for record selection;

3.2 Provide access to the relevant complete medical records necessary for abstracting records selected by Client, whether by remote access to Client's electronic health record (EHR) or through access to scanned images provided by Client in a mutually agreed upon fashion;

3.3 Provide access for Primaris to the Client's applicable data entry reporting tool;

3.4 Provide network access of sufficient capacity to Client's electronic health record and reporting tools within a mutually agreed upon timeframe and maintain that access as required. Designate an IT Contact, to act serve as a lead point of contact into Client's IT organization to resolve IT support and access issues. In addition, provide 24/7 IT Helpdesk support. If Primaris must stop work on the project due to IT issues additional fees will apply.

3.5 Assign a key contact with the responsibility of assisting Primaris in timely reconciling missing chart elements or other issues with medical records that may arise;

3.6 Collaborate and cooperate with Primaris in the development of tools, such as the Abstraction Resource Guide, to aid the efficient and accurate location of measure elements within the medical record;

3.7 Notify Primaris staff in the event of conflicting interpretations of measure specifications. Discuss such difference of understanding with Primaris staff. In the event mutual agreement cannot be reached after consultation, Client makes final decisions as to the application of specification and informs Primaris of that determination. Primaris staff makes changes as directed by Client and documents the process and final decision for future reference; If rework is required additional fees will be charged.

3.8 Meet the timeline and deliverables as set forth and provided for in Schedule 1;

3.9 Make timely payment to Primaris in accordance with the provisions set forth in attached Schedule 2.

3.10 Client agrees to meet the requirements for Third Party Connection Terms in Schedule 3.

4. PRIMARIS PERFORMANCE GUARANTEE

In the event medical record abstractions are determined, at audit by the Clinical Data Abstraction Center (CDAC) or other applicable entity, not to be compliant with the applicable CMS or other technical specifications and if compliance issues are due to Primaris' performance, Primaris will undertake any additional medical record abstraction, at no additional charge to Client.

Note: A Client's success in meeting the CMS or other validation threshold is determined by multiple factors, including selecting the appropriate sample of records, appropriate documentation of the indicators and sending the required charts to CDAC or other applicable entity. Primaris will assume responsibility only for the accuracy of the data abstraction process and in no way guarantees that the Client will meet any validation score threshold.

5. TERM AND TERMINATION

The term of this SOW shall commence on the SOW Effective Date and shall continue until August 1, 2021 (the "Initial Term"). Thereafter, this SOW shall automatically renew for an additional one year (each a "Renewal Term"). This SOW may be terminated in accordance with Section 6 of the Agreement.

6. OUR AGREEMENT

This SOW and the Agreement form the basis for the Parties' agreement. No amendment, modification or waiver of any of the terms of this SOW shall be binding unless included in a written amendment signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date and year below their signatures.

University Medical Center of Southern Nevada	Primaris Holdings, Inc.
Signature	Signature
	Richard A. Royer CEO
Print Name & Title	Print Name & Title
	October 20, 2020
Date	Date

All notices must be addressed to the other party as follows, or at such other address as such party from time to time may indicated by written notice to the other party:

a. If to Client Attn: Patti Stopka Address: University Medical Center of Southern Nevada 1800 W. Charleston Blvd. Las Vegas, NV 89102	
b. If to Primaris Holdings, Inc.: Attn: Richard A. Royer, CEO Primaris Holdings, Inc. 4215 Philips Farm Road Suite 101-A Columbia MO 65201	Copy to: Attn: CFO Primaris Holdings, Inc. 4215 Philips Farm Road Suite 101-A Columbia MO 65201

SERVICES
QUALITY MEASURES PROJECT SCOPE OF WORK

Step One - Pre-Project Planning:

1. Primaris staff meets with Client designee to establish a work plan to include:
    a. Key contacts for Primaris and Client;
    b. Training schedule for Client EHR and applicable reporting tool(s);
    c. Establish access rights for Primaris to Client EHR and applicable reporting tool(s);
    d. Clarify processes and timetable of record retrieval and submission to Primaris, including the way in which Primaris will be notified that records are available for abstraction and abstraction details such as demographic fields;
    e. Identify failure process and communication schedule;
    f. Description and frequency of reports from Primaris to Client;
    g. Methodology/timetable for data submission from Primaris to Client.

Step Two - Abstraction:

1. Client completes sampling of medical records according to the CMS or other applicable specifications manual and notifies Primaris medical records are available for review.

2. Client makes selected medical records available to Primaris as agreed to by both parties during project implementation planning.

3. Primaris will access Client's medical record system via a Client provided Network Connection per the terms of Schedule 3.

4. Primaris abstracts the medical records selected by Client within thirty (30) days of receipt or a mutually agreed to timeline. Abstraction results will be entered directly into the applicable reporting tool as medical records are reviewed.

5. Primaris staff communicates to Client's designated contact concerning documentation missing in submitted records.

6. Data abstraction results are validated through ongoing IRR to determine accuracy and completeness. At any time, ongoing IRR identifies abstraction issues, Primaris will conduct staff re-training at no cost to the client.

Primaris Holdings shall conduct the Services for the following measures:

Core Measures
Sepsis, Perinatal Care Measures, HOP ED, HOP Stroke, HOP29

Step Three - Feedback and Trends:
As new information and updates are received from TJC, CMS or other applicable entity, Primaris will also notify Client of changed specifications as needed.

FEES

Primaris shall provide the Services outlined in Schedule 1 in consideration of the fees set forth below (the "Fees"):

FEES FOR SERVICES

Primaris shall provide the Services outlined in Schedule 1, QUALITY MEASURES ABSTRACTION AGREEMENT in consideration of the fees set forth below:

A. One-time start-up fee billed at actual Primaris staff time at the rate of $100 per hour, covering all phases of pre-abstraction project planning and preparation during the first sixty (60) days of the SOW #1, including establishing communication plan, establishing necessary access to systems and records and orientation to the Clients' medical records and clinical documentation practices by Primaris staff; provided, however, that Client shall not be billed for total start up fees in excess of $2500.

B. Work after the 60 day start up period related to IT, EHR access, revision of ARG's, and other non-abstraction work will be charged at Primaris hourly rate.

C. Primaris will assess a fixed fee per abstracted chart or validation as set out in the following table. Primaris will abstract clinical medical records data in conformance to the appropriate Specifications Manual.

Core Measures	
Measure	**$Price per record**
HOP ED	$14.00
PC 01-3 Moms	$13.35
PC 05 BF	$13.35
PC06	$13.35
HOP Stroke	$14.60
Sepsis Tier 1-Not Tier 2, 3, or 4	$16.15
Sepsis Tier 2- Severe Sepsis Question Completed	$48.45
Sepsis Tier 3-Initial Hypotension Question Completed	$72.25
Sepsis Tier 4-Persistent Hypotension Question Completed	$120.45

D. Re-work Fees

In the event that a Primaris abstractor is required to re-open a previously closed file for a requested change by the client due to a difference in interpretation of the specifications or because of information that is missing or otherwise cannot be located after a reasonable search, such re-opening may be considered an additional abstraction and will be billed $22.50.

Terms

Client will be provided an itemized invoice at the beginning of each month for services provided by Primaris in the prior month.

- All invoices are Net 30. Late invoices are subject to 1 ½ % monthly interest charge.

Optional Additional Services

If Client wishes to engage Primaris for any consulting services beyond the scope of this Agreement, fees for such additional services will be negotiated at the time of such request.

DEFINITIONS

"Business Purpose" means the reason Client is providing Primaris with access via the Network Connection, which reason is to enable Primaris to access electronic medical records selected by Client for quality measures abstraction and to allow Primaris to send back to Client the abstractions, as further documented in the Agreement and this SOW.

"Network Connection" means a connection between Client and Primaris that will provide Primaris with access to the electronic medical records selected by Client.

"Transmitted Information" means the information, including EPHI that is transmitted from Client to Primaris through the Network Connection. All Transmitted Information is Confidential Information.

"Confidential Information" has the definition in the Agreement.

1. RIGHT TO USE NETWORK CONNECTION; RESPONSIBILITY

Primaris represents and warrants that it will only use the Network Connection for Business Purpose, and for no other reason whatsoever. It will take action necessary to instruct its employees and authorized agents of the Business Purpose and of the restrictions in this Agreement. Primaris will be responsible for all acts and omissions of its employees and agents authorized to access Confidential Information, including the Transmitted Information, and use the Network Connection.

2. OWNERSHIP OF DATA

Primaris acknowledges and agrees that Client owns all right, title, and interest in and to all Confidential Information and EPHI, and that such right, title, and interest will be vested in Client. Neither Primaris nor any of its employees, agents, consultants or assigns will have any rights in any of the Confidential Information or EPHI or to Use the PHI in any form including, but not limited to, stripped or aggregated information, or statistical information derived from or in connection with the PHI, except as expressly set forth above. Primaris represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Client's express written consent.

3. NETWORK SECURITY

3.1 Primaris will allow only Primaris employees or contractors ("Authorized Company Staff") to access the Transmitted Information, the Network Connection or any Client equipment. Primaris shall ensure that Authorized Company Staff are not security risks, and upon Client request, Company will provide Client with any information reasonably necessary for Client to evaluate security and privacy issues relating to any Authorized Company Employee. All access to the Network Connection, Transmitted Information, or any Client equipment is in Client's complete discretion and may be terminated at any time for any reason whatsoever.

3.2 Primaris will promptly notify Client whenever any Authorized Company Staff leaves its employ or no longer is a contractor or no longer requires access to the Network Connection, Transmitted Information, or Client equipment.

3.3 Primaris will be solely responsible for the selection, implementation, and maintenance of security procedures and policies:

(A) for protection of its internal network and information, and

(B) that are sufficient to ensure that (I) its use of the Network Connection Client equipment is secure and is used only for authorized purposes, and (ii) its business records and data are protected against improper access, use, loss alteration or destruction.

3.4 Primaris will perform those responsibilities identified as such in Schedule 3.

4. NOTIFICATIONS

Primaris shall promptly notify Client in writing upon a change in the user base for the work performed over the Network Connection or whenever a change in the connection and/or functional requirements of the Network Connection is necessary.

5. PAYMENT OF COSTS

Each party will be responsible for all costs incurred by it to perform its obligations under this Schedule 3, including, without limitation, costs for phone charges, telecommunications equipment and personnel for maintaining the Network Connection.

THIS STATEMENT OF WORK #2 (this "SOW #2"), dated effective as of the date of the last signature (the "SOW #1 Effective Date"), is issued by and between University Medical Center of Southern Nevada ("Client") and Primaris Holdings, Inc. ("Primaris") under that certain Master Services Agreement, dated as of August 1, 2020 (the "Agreement"), by and between Client and Primaris except as modified by this SOW #2 the terms and conditions of the Agreement are incorporated herein by reference and shall govern the performance of the Parties' duties under this SOW #2. Capitalized terms used herein and not otherwise defined are used as defined in the Agreement.

1. PURPOSE AND HIGH-LEVEL SCOPE OF SERVICES

The Parties intend to work together for the purposes of having Primaris collect standardized sets of Client's medical data for purposes of reporting selected quality measures to bodies such as the Joint Commission (TJC), Centers for Medicare & Medicaid Services (CMS) or clinical registries.

Client intends to engage Primaris to perform medical record abstraction of Quality Measures data as set forth below (the "Services"). Primaris will conduct abstraction of data from Client's medical records in accordance with the specifications established by CMS for the Hospital Inpatient Quality Reporting Program, Hospital Outpatient Quality Reporting Program, TJC or relevant clinical registries.

2. PRIMARIS RESPONSIBILITIES

Primaris Holdings will be responsible for execution of the Services as follows:

2.1 Provide a Project Manager to oversee the data abstraction and communicate with Client on behalf of Primaris Holdings. The Project Manager will be available for consultation and/or problem resolution at the request of Client at all reasonable times.

2.2 Provide an adequate amount of training of Primaris reviewers and staff;

2.3 Provide all reasonably necessary equipment including, laptops, Internet access, office equipment, telephone equipment for Primaris reviewers and staff;

2.4 Abstract clinical information from the medical records of selected Client patient encounters identified by Client within a reasonable amount of time after such medical record being made available to Primaris for abstraction based on a mutually agreed upon schedule, typically a monthly cycle. The abstracted data will include clinical data required to meet the applicable reporting protocols. Chart abstraction will be limited to relevant information in the medical records identified by Client. Primaris staff will remotely access Client's medical record and electronically key data directly into the applicable reporting tool for all records identified by Client;

2.5 Track abstraction activity;

2.6 Notify Client of progress and any issues:

- Monthly or quarterly client conference calls to review progress, issues and any identified opportunities for quality improvement
- Communicate regularly with Client's designated contact regarding missing documentation in records selected for review

2.7 Notify Client of any error messages noted in applicable reporting tool related to mismatches identified in information upload;

2.8 Implement Inter-Rater Reliability (IRR) Reviews and over reads of abstraction results to assure continued accuracy and provide such reviews and results to Client quarterly;

2.9 Meet timeline and deliverables as provided in Schedule 1 to Exhibit A-1;

2.10 Use best efforts to process the estimated amount of records as indicated in Schedule 2 of this SOW;

2.11 Abstraction validation for quality measure abstraction must be greater than or equal to 95%. If the abstraction validation for either abstraction type falls below the rates set out above Primaris and Client agree to jointly conduct a Root Cause Analysis (RCA) to determine the underlying cause. If the underlying cause is determined to be due to the work performed by Primaris staff, Primaris will develop a Performance Improvement Plan (PIP) for final Client approval. If unsatisfactory performance is found to be related to issues outside Primaris' control, Primaris and Client will, to the extent possible, work collaboratively to identify issues and develop recommendations for solutions to correct underlying issues and increase efficiencies;

2.12 Primaris shall have all reviewers and Primaris staff involved in the performance of the Services complete Client specific training.

2.13 Primaris agrees to meet the requirements for Third Party Connection Terms in Schedule 3.

3. RESPONSIBILITIES OF CLIENT

The Client will be responsible as follows:

3.1 Select medical records for abstraction and maintain full responsibility for the sampling methodology used for record selection;

3.2 Provide access to the relevant complete medical records necessary for abstracting records selected by Client, whether by remote access to Client's electronic health record (EHR) or through access to scanned images provided by Client in a mutually agreed upon fashion;

3.3 Provide access for Primaris to the Client's applicable data entry reporting tool;

3.4 Provide network access of sufficient capacity to Client's electronic health record and reporting tools within a mutually agreed upon timeframe and maintain that access as required. Designate an IT Contact, to act serve as a lead point of contact into Client's IT organization to resolve IT support and access issues. In addition, provide 24/7 IT Helpdesk support. If Primaris must stop work on the project due to IT issues additional fees will apply.

3.5 Assign a key contact with the responsibility of assisting Primaris in timely reconciling missing chart elements or other issues with medical records that may arise;

3.6 Collaborate and cooperate with Primaris in the development of tools, such as the Abstraction Resource Guide, to aid the efficient and accurate location of measure elements within the medical record;

3.7 Notify Primaris staff in the event of conflicting interpretations of measure specifications. Discuss such difference of understanding with Primaris staff. In the event mutual agreement cannot be reached after consultation, Client makes final decisions as to the application of specification and informs Primaris of that determination. Primaris staff makes changes as directed by Client and documents the process and final decision for future reference; If rework is required additional fees will be charged.

3.8 Meet the timeline and deliverables as set forth and provided for in Schedule 1;

3.9 Make timely payment to Primaris in accordance with the provisions set forth in attached Schedule 2.

3.10 Client agrees to meet the requirements for Third Party Connection Terms in Schedule 3.

4. PRIMARIS PERFORMANCE GUARANTEE

In the event medical record abstractions are determined, at audit by the Clinical Data Abstraction Center (CDAC) or other applicable entity, not to be compliant with the applicable CMS or other technical specifications and if compliance issues are due to Primaris' performance, Primaris will undertake any additional medical record abstraction, at no additional charge to Client.

Note: A Client's success in meeting the CMS or other validation threshold is determined by multiple factors, including selecting the appropriate sample of records, appropriate documentation of the indicators and sending the required charts to CDAC or other applicable entity. Primaris will assume responsibility only for the accuracy of the data abstraction process and in no way guarantees that the Client will meet any validation score threshold.

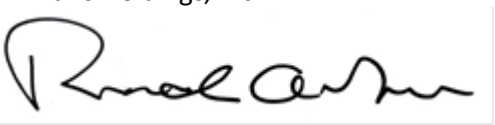
5. TERM AND TERMINATION

The term of this SOW shall commence on the SOW Effective Date and shall continue until August 1, 2021 (the "Initial Term"). Thereafter, this SOW shall automatically renew for an additional one year (each a "Renewal Term"). This SOW may be terminated in accordance with Section 6 of the Agreement.

6. OUR AGREEMENT

This SOW and the Agreement form the basis for the Parties' agreement. No amendment, modification or waiver of any of the terms of this SOW shall be binding unless included in a written amendment signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date and year below their signatures.

University Medical Center of Southern Nevada	Primaris Holdings, Inc.
	
Signature	Signature
Mason Van Houweling Chief Executive Officer	Richard A. Royer Chief Executive Officer
Print Name & Title	Print Name & Title
	October 20, 2020
Date	Date

All notices must be addressed to the other party as follows, or at such other address as such party from time to time may indicated by written notice to the other party:

a. If to Client Attn: Mason Van Houweling Address: University Medical Center of Southern Nevada 1800 W. Charleston Blvd. Las Vegas, NV 89102	
b. If to Primaris Holdings, Inc.: Attn: Richard A. Royer, CEO Primaris Holdings, Inc. 4215 Philips Farm Road Suite 101-A Columbia MO 65201	Copy to: Attn: CFO Primaris Holdings, Inc. 4215 Philips Farm Road Suite 101-A Columbia MO 65201

SERVICES
QUALITY MEASURES PROJECT SCOPE OF WORK

Step One - Pre-Project Planning:

1. Primaris staff meets with Client designee to establish a work plan to include:
    a. Key contacts for Primaris and Client;
    b. Training schedule for Client EHR and applicable reporting tool(s);
    c. Establish access rights for Primaris to Client EHR and applicable reporting tool(s);
    d. Clarify processes and timetable of record retrieval and submission to Primaris, including the way in which Primaris will be notified that records are available for abstraction and abstraction details such as demographic fields;
    e. Identify failure process and communication schedule;
    f. Description and frequency of reports from Primaris to Client;
    g. Methodology/timetable for data submission from Primaris to Client.

Step Two - Abstraction:

1. Client completes sampling of medical records according to the CMS or other applicable specifications manual and notifies Primaris medical records are available for review.

2. Client makes selected medical records available to Primaris as agreed to by both parties during project implementation planning.

3. Primaris will access Client's medical record system via a Client provided Network Connection per the terms of Schedule 3.

4. Primaris abstracts the medical records selected by Client within thirty (30) days of receipt or a mutually agreed to timeline. Abstraction results will be entered directly into the applicable reporting tool as medical records are reviewed.

5. Primaris staff communicates to Client's designated contact concerning documentation missing in submitted records.

6. Data abstraction results are validated through ongoing IRR to determine accuracy and completeness. At any time, ongoing IRR identifies abstraction issues, Primaris will conduct staff re-training at no cost to the client.

Primaris Holdings shall conduct the Services for the following measures:

Registries
GWTG Stroke, GWTG HF, CP-MI, Cath PCI, Adult Cardiac, TAVR

Step Three - Feedback and Trends:
As new information and updates are received from TJC, CMS or other applicable entity, Primaris will also notify Client of changed specifications as needed.

FEES

Primaris shall provide the Services outlined in Schedule 1 in consideration of the fees set forth below (the "Fees"):

FEES FOR SERVICES

Primaris shall provide the Services outlined in Schedule 1, QUALITY MEASURES ABSTRACTION AGREEMENT in consideration of the fees set forth below:

A. One-time start-up fee billed at actual Primaris staff time at the rate of $100 per hour, covering all phases of pre-abstraction project planning and preparation during the first sixty (60) days of the assignment by UMCSN, including establishing communication plan, establishing necessary access to systems and records and orientation to the Clients' medical records and clinical documentation practices by Primaris staff; provided, however, that Client shall not be billed for total start up fees in excess of $2500 for each registry.
B. Work after the 60 day start up period related to IT, EHR access, revision of ARG's, and other non-abstraction work will be charged at Primaris hourly rate.

C. Primaris will assess a fixed fee per abstracted chart or validation as set out in the following table. Primaris will abstract clinical medical records data in conformance to the appropriate Specifications Manual.

Registries	
Measure	**Price per record**
GWTG Stroke	$95.00
GWTG Stroke TPA	$105.00
GWTG Heart Failure	$85.00
Cath PCI	$100.00
Chest Pain-MI	$100.00
STS Adult Cardiac Tier 1-<7-days LOS Tier 2-≥7-days LOS	 $165.00 $185.00
TAVR Tier 1-<7 days LOS Tier 2-≥ 7 days LOS	 $165.00 $185.00
Re- Work	$30.00
Excluded Cases Reviewed	$22.50

D. Re-work Fees
In the event that a Primaris abstractor is required to re-open a previously closed file for a requested change by the client due to a difference in interpretation of the specifications or because of information that is missing or otherwise cannot be located after a reasonable search, or if the

registry changes specifications without notice, such re-opening may be considered an additional abstraction at the rate above.

E. PRN utilization of Registry abstraction
In the case that UMCSN staff request assistance from Primaris in abstraction of cases, notice will need to be given asap so that Primaris can access appropriate staff. UMCSN shall give notice and the volume of cases and dates of services requested. Primaris will communicate staffing availability and work to provide services to the best of its ability. UMCSN will communicate a lead to have the authority to order PRN work. Startup fees would apply to set up access and build Abstractor Reference guides on each new registry.

Terms

Client will be provided an itemized invoice at the beginning of each month for services provided by Primaris in the prior month.

- All invoices are Net 30. Late invoices are subject to 1 ½ % monthly interest charge.

Optional Additional Services

If Client wishes to engage Primaris for any consulting services beyond the scope of this Agreement, fees for such additional services will be negotiated at the time of such request.

DEFINITIONS

"Business Purpose" means the reason Client is providing Primaris with access via the Network Connection, which reason is to enable Primaris to access electronic medical records selected by Client for quality measures abstraction and to allow Primaris to send back to Client the abstractions, as further documented in the Agreement and this SOW.

"Network Connection" means a connection between Client and Primaris that will provide Primaris with access to the electronic medical records selected by Client.

"Transmitted Information" means the information, including EPHI that is transmitted from Client to Primaris through the Network Connection. All Transmitted Information is Confidential Information.

"Confidential Information" has the definition in the Agreement.

1. RIGHT TO USE NETWORK CONNECTION; RESPONSIBILITY

Primaris represents and warrants that it will only use the Network Connection for Business Purpose, and for no other reason whatsoever. It will take action necessary to instruct its employees and authorized agents of the Business Purpose and of the restrictions in this Agreement. Primaris will be responsible for all acts and omissions of its employees and agents authorized to access Confidential Information, including the Transmitted Information, and use the Network Connection.

2. OWNERSHIP OF DATA

Primaris acknowledges and agrees that Client owns all right, title, and interest in and to all Confidential Information and EPHI, and that such right, title, and interest will be vested in Client. Neither Primaris nor any of its employees, agents, consultants or assigns will have any rights in any of the Confidential Information or EPHI or to Use the PHI in any form including, but not limited to, stripped or aggregated information, or statistical information derived from or in connection with the PHI, except as expressly set forth above. Primaris represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Client's express written consent.

3. NETWORK SECURITY

3.1 Primaris will allow only Primaris employees or contractors ("Authorized Company Staff") to access the Transmitted Information, the Network Connection or any Client equipment. Primaris shall ensure that Authorized Company Staff are not security risks, and upon Client request, Company will provide Client with any information reasonably necessary for Client to evaluate security and privacy issues relating to any Authorized Company Employee. All access to the Network Connection, Transmitted Information, or any Client equipment is in Client's complete discretion and may be terminated at any time for any reason whatsoever.

3.2 Primaris will promptly notify Client whenever any Authorized Company Staff leaves its employ or no longer is a contractor or no longer requires access to the Network Connection, Transmitted Information, or Client equipment.

3.3 Primaris will be solely responsible for the selection, implementation, and maintenance of security procedures and policies:

(A) for protection of its internal network and information, and

(B) that are sufficient to ensure that (I) its use of the Network Connection Client equipment is secure and is used only for authorized purposes, and (ii) its business records and data are protected against improper access, use, loss alteration or destruction.

3.4 Primaris will perform those responsibilities identified as such in Schedule 3.

4. NOTIFICATIONS

Primaris shall promptly notify Client in writing upon a change in the user base for the work performed over the Network Connection or whenever a change in the connection and/or functional requirements of the Network Connection is necessary.

5. PAYMENT OF COSTS

Each party will be responsible for all costs incurred by it to perform its obligations under this Schedule 3, including, without limitation, costs for phone charges, telecommunications equipment and personnel for maintaining the Network Connection.

PRIMARIS HOLDINGS, INC. AND
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement" or "MSA") is made and entered to as of the date of the last signature (the "Effective Date"), by and between University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, with offices located at 1800 W. Charleston Blvd. Las Vegas, 89102 ("Client"), and Primaris Holdings, Inc., with offices located at 4215 Phillips Farm Rd. Suite 101A, Columbia, Missouri 65201 ("Primaris") (hereinafter jointly referred to as the "Parties" or individually as a "Party").

STATEMENT OF PURPOSE

A. Primaris is a health care consulting firm providing medical record abstraction and healthcare quality improvement services;

B. Client is a health care client or other healthcare organization seeking to improve its healthcare quality of delivery or financial performance including collecting standardized sets of clinical data for the purposes of improving quality and/or safety of patient care, research, benchmarking, and/or compliance with reporting requirements of accrediting and regulatory bodies such as The Joint Commission ("TJC") and the Centers for Medicare and Medicaid Services ("CMS")

C. Client desires that Primaris perform Quality Measures medical record abstraction or other services for Client, including its affiliated entities or other services (the "Arrangements").

Definition of medical record abstraction services: for purposes of this agreement, "abstraction of medical record" is defined as the capture of specified data elements from the medical record for the purpose of recording standardized sets of clinical data for Client's use including, but not limited to, compliance with mandated reporting programs.

For and in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, agree as follows:

1. SERVICES TO BE PERFORMED BY PRIMARIS AND CLIENT

During the Term of this Agreement: (a) Primaris agrees to take certain steps relating to the Arrangements (the "Primaris Services") and (b) Client agrees to take certain steps relating to the Arrangements (the "Client Services") as more fully described in one or more mutually executed Statements of Work (each, an "SOW"), (collectively referred to as the "Services"). Each mutually executed SOW shall be numbered sequentially. The terms and conditions of this Agreement shall govern each SOW, and in the event of a conflict between the two, this Agreement shall govern unless the Parties have expressly acknowledged the existence of the conflict and have agreed in such SOW that the conflicting term set forth in the SOW shall govern.

2. COSTS AND FEES

(a) The sole compensation that Primaris shall be entitled to from Client, in exchange for or in connection with the Primaris Services, shall be as specified in the applicable SOW. In addition, Primaris shall be entitled to reimbursement of expenses incurred in performance of the Primaris Services only as specifically specified

in the applicable SOW. Any reimbursement for travel must be approved in advance and comply with Client's Travel Policy, attached hereto as Exhibit "A".

(b) Except as otherwise specified in a SOW, Primaris reserves the right to increase prices upon 45 days' notice. Price increases shall not be retroactive. Primaris is entitled to adjust the price on a yearly basis by the Annual Consumer Price Indices ("CPI") (All Urban Consumers, US Cities Average, Not Seasonally Adjusted) percentage change for the twelve (12) month period or 3%, whichever is less. The CPI is issued by the U.S. Bureau of Labor Statistics.

(c) Except as otherwise specified in a SOW, invoices for amounts due from Client under a SOW, shall be issued by Primaris, within thirty (30) calendar days of the conclusion of each month during the Term (as defined in Section 7), for compensation payable for the Primaris Services performed under each SOW during such month. Invoices submitted shall include all documentation and information reasonably requested by Client to whom the invoice is submitted for payment, in order to confirm the Primaris Services which are covered in each invoice and to confirm that the Primaris Services were done in accordance with the terms of this Agreement. All amounts due under each invoice are due thirty (30) days after receipt of invoice. Client shall notify Primaris of any disputed charges in writing within fifteen (15) calendar days of receipt of the invoice covering such charges. In the absence of any such notice of dispute, all invoices will be deemed to be correct and due in full upon receipt. Client agrees to pay each undisputed invoice for performance of Primaris Services hereunder within thirty (30) calendar days from the invoice date.

3. PERFORMANCE OF PROVIDER AND PRIMARIS

(a) Primaris warrants and represents with respect to the Primaris Services, that they will be performed in a good, professional, and workmanlike manner consistent with industry standards, including exercising good clinical and/or technical judgment in the performance of the Primaris Services.

(b) Each Party is and will remain knowledgeable and experienced in the Services. Each Party's personnel assigned to perform the Services are appropriately trained and have the scientific, clinical, and or technical knowledge needed to provide the Services. Each Party shall provide the equipment, supplies, coordinating management, supervisory, training and technical personnel, support service, production, and other reasonably necessary resources used in performing its Services, and unless specifically agreed to the contrary in the applicable SOW, at its sole expense.

(c) Primaris is thoroughly familiar with the project and the Primaris Services and will meet published standards and legal, regulatory, and accreditation specifications and requirements, including, without limitation, those set forth by CMS for any Quality Reporting Initiative and the Joint Commission's National Hospital Quality Measures Specification Manual, when applicable.

4. CUSTOMER REFERENCE

Client grants Primaris permission to identify Client as a recipient of services and use its name in any marketing materials and on the Primaris website. If the use of client logo is permitted, Primaris shall include a trademark attribution notice giving notice of Client's ownership of its trademarks on all materials where Client's name and logo appear.

5. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other that to the best of its knowledge, information and belief:

(a) It is a corporation duly organized, validly existing and in good standing under the laws of its respective jurisdiction of incorporation.

(b) This Agreement constitutes a valid and binding Master Services Agreement which shall be enforceable in accordance with its terms.

(c) The Representing Party has obtained all licenses and permits, if any, necessary to perform its obligations pursuant to this Agreement and any SOWs under this Agreement.

(d) Neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated hereby constitutes a violation of, default under, or conflicts with (i) any terms of the articles of incorporation, bylaws or other organizational documents of such Party or (ii) any order, judgment or decree of any court or governmental body binding upon or affecting such Party.

(e) The Representing Party, and its employees, agents and sub-contractors performing services hereunder, have not been: (i) excluded from a federal health care program as outlined in Sections 1128 and 1156 of the Social Security Act (see the Office of Inspector General of the Department of Health and Human Services List of Excluded Individuals/Entities); (ii) debarred by the Food and Drug Administration under 21 U.S.C. 335a (see the FDA Office of Regulatory Affairs Debarment List); or (iii) otherwise excluded from contracting with the federal government.

(f) To such Party's knowledge, the Services performed and the work product created under this Agreement will not infringe the copyrights, patents, trade secrets or other intellectual property or other rights of any third party.

(g) The Representing Party's performance of the Services does not conflict with any agreements to which it is a party.

6. LIMITATION OF REPRESENTATIONS AND WARRANTIES

Notwithstanding the above, neither party makes any representations or warranties, express or implied, as to the accuracy, completeness, reliability or non-infringement status of any products, services, information or documentation provided by third parties. Except as provided herein, neither party makes any express or implied warranties of any kind concerning the services and expressly disclaims any express and/or implied warranties of any kind, including, but not limited to, any implied warranty of fitness for a particular purpose, merchantability, non-infringement or otherwise. Except as otherwise provided herein, the services are provided "as is" without any warranties whatsoever, including, without limitation, any warranties arising from course of dealing, course of performance or usage of the trade. The foregoing disclaimer also applies to any subcontractors and any other third party suppliers of products and/or services related to this agreement. The warranties provided herein are provided by each party solely to the other party and the warranting party does not provide any warranty to any third party with respect to the services or any other matter provided herein as a result of the warranties provided herein.

7. TERM AND TERMINATION

(a) This Agreement shall take effect on the Effective Date and continues for three (3) years from the Effective date ("Initial Term"). Thereafter, this Agreement shall automatically renew for additional one (1) year periods (each a "Renewal Term"), terminating after two (2) Renewal Terms. The Initial Term together with any Renewal Term(s) shall be referred to herein as the "Term" of this Agreement.

(b) Either party may terminate this Agreement, or any SOW, effective as of the expiration date of the Initial Term or any Renewal Term upon ninety (60) calendar days' prior written notice of its intent to terminate this Agreement to the other Party.

(c) Either Party may terminate this Agreement or may terminate any SOW without cause at any time by providing ninety (60) calendar days advance written notice to the other Party.

(d) Termination of this Agreement, or any SOW, shall not relieve either Client or Primaris from obligations incurred under this Agreement that accrued prior to such termination and from obligations which survive the termination or expiration of this Agreement. Termination of any SOW pursuant to this Section 7 shall not affect any other SOWs then in effect, unless the Parties specifically agree to the contrary in writing, and this Agreement shall continue to govern such SOWs until they are terminated or performance has been completed.

(e) Either Party shall have the right to terminate this Agreement or, at the discretion of the non-defaulting Party, any SOW, upon written notice to the other Party if an Event of Default (as defined in Section 8) has occurred with respect to the other Party.

(f) **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 Client for the then current fiscal year under the Local Government Budget Act. The 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 the Agreement. Client 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 Client of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

(g) If at any time either Party reasonably believes in good faith based upon the advice of competent health care counsel that this Agreement or the performance by that Party of any of its obligations under this Agreement violates any material law or regulation, State or federal, presents a substantial risk of the loss or restriction of that party's license, tax exemption, or right to participate in Medicare, Medicaid, or any other governmental program, or presents a substantial risk of causing debt issued by that Party that was tax-exempt when originally issued to become subject to federal or state income tax, then that Party may, upon written notice, require the other Party to enter into good faith negotiations to renegotiate the terms of this Agreement, in a manner that attempts to retain as much as possible of the economic arrangements originally contemplated by the Parties without violating any applicable legal, tax, or reimbursement requirements. If the Parties are unable to reach an agreement concerning the modification of this Agreement within ninety (90) calendar days after the date of the written notice to the other Party seeking renegotiation (or sooner if required by law), then either Party may immediately terminate this Agreement by written notice to the other Party. The rights of the Parties under this Section 7(f) are in addition to any other termination rights the Parties may have under this Agreement.

(h) The termination of this Agreement or of any SOW, shall not release Client from any obligation, arising under Section 2 hereof, that it has to pay Primaris for Primaris Services performed or for costs and expenses incurred (or which Primaris has become obligated to incur) up to the effective date of such termination.

(i) Upon expiration or termination of this Agreement (or any SOW, as applicable) each Party shall, upon the request of the other: (a) return all papers, materials and properties of the other held by such Party; and (b) provide reasonable assistance in the termination of this Agreement (of the SOW), as may be necessary for the orderly, non-disrupted business continuation of each Party.

(j) The provisions of this Section will survive any termination of this Agreement. The Parties' respective obligations hereunder which by their nature would continue beyond the termination of this Agreement or expiration of any SOW, shall survive. This includes, by way of example but not limited to, the obligations provided under the Sections titled "Confidentiality and Privacy" or "Indemnification," any warranty by either Party, or similar provisions set forth in an Exhibit or SOW as well as obligations accruing prior to the date of termination. The provisions of this Section will survive any termination of this Agreement.

8. EVENTS OF DEFAULT

The following events shall constitute Events of Default (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law, pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) Either Party fails to perform any of the Services in accordance with the terms or conditions of this Agreement or any SOW, and such failure shall continue for a period of thirty (30) calendar days after written notice from the non-defaulting Party, which notice shall describe any such failure in reasonable detail. The content of such notice to cure must specify any outstanding performance and financial issues and provide the other party with a right to cure. In the event the default is not cured within thirty (30) calendar days, this Agreement may be terminated pursuant to paragraph 6(d) hereof.

(b) Either Party shall materially fail to comply with any other obligation, liability or undertaking assumed by such Party under this Agreement or any SOW, and such failure shall continue for a period of thirty (30) calendar days after its receipt of written notice from the non-defaulting Party, which notice shall describe any such failure in reasonable detail.

(c) Either Party shall file or declare "bankruptcy," which for the purposes of this Section 7 shall mean: (i) entry of a decree or order for relief of such Party or any parent, affiliate or wholly-owned subsidiary by a court of competent jurisdiction in any involuntary case involving any such Party under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (ii) filing with respect to any such Party of a petition in any such involuntary bankruptcy case, which petition is not dismissed within ninety (90) calendar days or which is dismissed or suspended pursuant to section 305 of the United States Bankruptcy Code (or for any corresponding provision of any future United States bankruptcy law); (iii) appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, or other similar agent for any such Party or for any substantial part of its assets or property; (iv) commencement by any such Party of a voluntary case under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (v) making by any such Party of any general assignment for the benefit of creditors; or (vi) failure of any such Party generally to party its debts as such debts become due.

(d) Either Party shall fail to comply with its obligations under applicable federal or state legal requirements which are material to this Agreement or the Services.

9. CONFIDENTIALITY AND PRIVACY

(a) **Proprietary Information.** "Confidential Information" means any material, data, or information in whatever form or media of a Party which is not readily available from other sources or which is identified in writing as confidential by one Party to the other Party or that is not generally known. Confidential Information will include, but may not be limited to, the following categories of information, whether disclosed orally or in fixed form and without regard to whether it is marked as confidential: network configurations, network architecture, financial and operational information, core measures, and other matters relating to the operation of a Party's business, including accounting, finance or tax information, pricing information, and any information relating to the corporate and/or operational structure of a Party and its affiliates, software, equipment, all information and materials relating to third party vendors, systems integrators, or consultants of a Party. Confidential Information will not include information that:

1. the Party can show was in its lawful possession, without any obligation to keep it confidential, prior to receipt of such Confidential Information from the other Party;
2. is or becomes generally available to the public, through no wrongful act or breach of a duty of confidentiality on the part of the Party or any third party;
3. is later lawfully obtained by the Party from a third party under no obligation of confidentiality; or
4. is approved by the other Party for disclosure.

(b) **Restrictions.** Each Party will keep and maintain such information in strict confidence and will exercise at least the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own confidential or proprietary information. Each Party will not directly or indirectly disclose, copy, distribute, republish, or allow any third party to have access to any Confidential Information of either Party. Notwithstanding the above: Each Party may disclose the other Party's Confidential Information to its employees and agents who have a need to know, provided that for the Party's agents, such agent has agreed, in writing, to maintain the security and privacy of Confidential Information in accordance with terms that are at least as restrictive as those applicable to the Party under this Agreement.

(c) **Public Records**. Primaris 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, and as such its records are public documents available to copying and inspection by the public. If Client receives a demand for the disclosure of any information related to the Agreement which Primaris has claimed to be confidential and proprietary, Client will immediately notify Primaris of such demand and Primaris shall immediately notify Client of its intention to seek injunctive relief in a Nevada court for protective order. Primaris shall indemnify, defend and hold harmless Client from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Primaris documents in Client's custody and control in which Primaris claims to be confidential and proprietary.

(d) **Patient Information.** Primaris acknowledges that in performing this Agreement, Primaris could have access to information relating to patients of Client ("Patient Information"). Patient Information will be defined consistent with applicable law and will include, without limitation, any and all information, whether demographic or clinical, relating to individuals who received or sought medical treatment or health care services from or through Client. Primaris agrees that, as between Primaris and Client,

all Patient Information is owned exclusively by Client. Primaris acknowledges that Patient Information is subject to various privacy laws, including state and federal regulations and agency orders and decrees. Primaris agrees to strictly abide by all such laws pertaining to the Patient Information, as they are promulgated and applied, currently and in the future. Without limiting the foregoing, Primaris acknowledges and agrees that all Patient Information is confidential, and Primaris will, and will require its employees and agents to, maintain all Patient Information in strict confidence and not use or disclose such Patient Information other than as permitted under this Agreement or as required by law. Primaris hereby represents and warrants that it has designed and implemented appropriate safeguards into the Primaris Services to ensure the confidentiality, integrity, security and availability of Patient Information that meet the standards, specifications and requirements of the federal regulations governing the confidentiality and security of protected health information promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), codified at 45 C.F.R. Parts 160 - 164 and applicable provisions of the Health Information Technology for Economic and Clinical Health ("HITECH") Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (H.R. 1, "ARRA") and any implementing regulations promulgated thereunder, and Title V of the Gramm-Leach–Bliley Act (15 U.S.C. § 6801 et seq.) (to the extent applicable or required) ("GLB"). In furtherance, and not in limitation, of the foregoing, the Parties agree to comply with those additional terms and conditions that relate to compliance with HIPAA, HITECH and related laws and regulations.

(e) **Return of Information.** If a Party is compelled by law to disclose Confidential Information and/or Patient Information, it will use reasonable efforts via email, first-class mail or overnight carrier to the Client designated contact to provide written notice to the other Party prior to disclosure and will narrowly craft such disclosure to comply with the applicable law or regulation. Immediately upon the expiration or termination of the Agreement, each Party shall cease use of and deliver to the other Party all Confidential Information and/or Patient Information of the other Party that such party may have in its possession or control, or destroy such Confidential Information and/or Patient Information and provide certification to the other Party that all such Confidential Information and/or Patient Information has been destroyed, provided that one copy may be kept for archival purposes (subject to the confidentiality requirements herein). The provisions of this paragraph 8(d) shall survive the expiration or earlier termination of this Agreement.

(f) **Notification Obligation.** If either Party becomes aware of any unauthorized use or disclosure of the Confidential Information and/or Patient Information, the Party will promptly and fully notify the other Party of all facts known to it concerning such unauthorized use or disclosure. In addition, if the Party or any of its employees or agents are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any of the Confidential Information and/or Patient Information, the Party will not disclose the Confidential Information and/or Patient Information, if feasible, without providing the other Party at least 24 hours prior written notice of any such request or requirement so that the other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. Notwithstanding the foregoing, each Party will exercise its best efforts to preserve the confidentiality of the Confidential Information and/or Patient Information.

(g) **Agent/Subcontractors.** Each Party will not disclose Confidential Information or Patient Information to any of its employees, agents, subcontractors or representatives unless and until such employee, agent, subcontractor or representative has agreed, in writing, to abide by provisions restricting the privacy and security of Confidential Information and Patient Information that are at least as restrictive as those applicable to the Party under this Agreement.

(h) **IT Security.** Each Party represents that they follow industry best practices as a means to prevent any compromise of its information systems, computer networks or data files ("Computer Systems") by unauthorized users, viruses or malicious computer programs ("malicious functionalities") which could in turn be propagated via computer networks, e-mail, magnetic media or other means to respective parties.

Each Party shall apply appropriate internal information security practices, including, but not limited to, using appropriate firewall and antivirus software; maintaining said countermeasures, operating systems and other applications with up-to-date virus definitions and security patches; installing and operating security mechanisms in the manner in which they were intended sufficient to ensure each Party will not be impacted nor its operations disrupted; and permitting only authorized users to computer systems applications.

Each Party shall use functional anti-virus tools to remove known malicious functionalities from any email messages, or data transmitted to either Party; prevent the transmission of attacks on each Party via the network connections between the Parties; and prevent unauthorized access to either Party via the other Party's networks.

Each Party will use commercially reasonable measures to screen any software provided or made available by it to the other Party hereunder for the purpose of avoiding the introduction of any "**virus**" or other computer software routine or hardware components which are designed (i) to permit access or use by third parties to the software of the other Party not authorized by this Agreement, (ii) to disable or damage hardware or damage, erase or delay access to software or date to the other Party or (iii) to perform any other similar actions. If a virus is found to have been introduced into the other Party's systems or the systems used to provide the Services as a result of a breach of the foregoing covenant, the introducing Party will use commercially reasonable efforts, at no additional charge, to reasonably assist the impacted Party (within the scope of the Services) (A) in eradicating the virus and reversing its effects and (B) to the extent the virus causes a loss of data or operational efficiency as a result of a breach of the foregoing covenant, in mitigating and reversing such losses.

Each Party agrees to adhere to industry "best practices" security standards as it pertains to the technology environment hosting and controlling access to data provided by either Party and utilized by the other Party. Each Party further agrees to exercise reasonable due diligence to ensure that any and all of either Party's agents, business partners, contractors and subcontractors maintain compliance with the same industry "best practices" security standards.

Each Party reserves the right to terminate this Agreement at any time, without penalty or other termination charges, if it determines that the other Party's technology environment poses an undue risk on the other Party's environment or networks. These risks include, but are not limited to:

1. A security breach through either Party's technology adversely affects the other Party or their Network.

2. Either Party's environment is not maintained in an up-to-date secure state (application of patches, vulnerabilities and anti-virus, etc.).

3. Either Party's equipment is found not to comply with industry "best practices" security standards.

Each Party in accordance with its standard security policies and procedures shall perform and share with the other Party a summary of the most recent results of any third party security assessment or SSAE 16 assessment of their respective technology environment, including any Third Party hosting environment.

In accordance with all applicable U.S. and international privacy laws, each Party agrees to safeguard confidential, protected individually identifiable health information (as defined at 45 C.F.R. § 160.103) which is received, transmitted, managed, or processed, and to require any subcontractors, or agents to meet these same standards.

Each Party agrees to employ effective network security control measures over all systems used to create, transmit, or process Party specific information (irrespective of whether or not such information may be deemed to be Confidential Information or not), including but, not limited to:

1. Firewalls must at all times be operational and will be installed at the network perimeter between the Parties' internal (private) and public (Internet) networks.

2. Properly configured and monitored IDS/IPS (Intrusion Detection/Prevention Systems) must be used on either Party's networks.

3. All information systems and repositories used for either Party by the other Party, or its business partners, must be physically located in a controlled data center environment used for the purpose of protecting information systems.

Each Party agrees to regularly audit and monitor information systems processing business activities associated with SOW's executed under this Agreement to ensure the protection of information originating with the other Party. Monitoring includes, but is not limited to, potential breaches or hacking activity and access to devices. Each Party must have defined processes for security alerting, escalation and remediation that are consistent with the Services procured pursuant to this Agreement.

If either Party becomes aware of or determines that their technology or equipment is adversely affected by a security breach, or is causing or is threatening to cause a security breach, incident or other violation of network or security standards, each party agrees to immediately notify a member of the other Party's Technology Management team.

(i) **Injunctive Relief.** The Parties acknowledges and agree that the terms of this Section 9 are reasonable and necessary to protect the Parties' legitimate interests and that any violation of such terms would result in irreparable injury. Each Party further acknowledges that, in the event of a breach of this Section 9 by a Party, and without limiting other possible remedies, the other Party will be entitled to seek preliminary and permanent injunctive relief without having to prove actual damages or immediate or irreparable harm or to post a bond, cash or otherwise.

10. INDEMNIFICATION

Except as otherwise provided herein, to the maximum extent allowed by law, Primaris (the "Indemnifying Party") will indemnify, defend and hold harmless Client, its officers, directors, trustees, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all third party claims, damages, losses, suits, fees, fines, penalties, liabilities, judgments, awards, costs, and expenses of any nature

whatsoever, including reasonable attorney's fees and court costs, due to, related to or arising out of any Indemnifying Party's negligent, willful or intentional act or omission. The Indemnified Party will promptly give notice in a commercially reasonable manner to the Indemnifying Party in writing of any related claim or action brought against the Indemnified Parties. The selection of counsel, the conduct of the defense of any lawsuit and any settlement will be within Indemnifying Party's control; provided, however, that the Indemnifying Party may not settle any claim, or otherwise take any action or make any admission that would adversely impact the Indemnified Parties without the Indemnified Parties' prior written approval. Notwithstanding anything to the contrary herein, the Indemnified Parties will have the unrestricted right to participate in the defense of any claim covered by this Section using counsel of its choice, at its sole cost and expense.

11. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, HOWEVER CAUSED, WHETHER IN AN ACTION BASED ON CONTRACT OR TORT, INCLUDING NEGLIGENCE, EVEN IF SUCH DAMAGES WERE FORESEEABLE, PROVIDED THAT THIS EXCEPTION WILL NOT APPLY TO DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR OTHERWISE PAYABLE FOR VIOLATION OF THE CONFIDENTIALITY AND PRIVACY AND INDEMNIFICATION SECTIONS AND/OR RELATED PROVISIONS IN ANY SOW OR EXHIBITS TO THIS AGREEMENT. THE REMEDIES SPECIFIED IN THIS AGREEMENT ARE CUMULATIVE AND IN ADDITION TO ANY REMEDIES AVAILABLE AT LAW OR IN EQUITY.

12. INSURANCE

Primaris shall maintain throughout the term of this Agreement: a Commercial General Liability policy with a limit of at least One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in annual aggregate; an Errors & Omissions policy with limits of Three Million Dollars ($3,000,000) per occurrence and Three Million Dollars ($3,000,000) in annual aggregate; an Umbrella policy with Five Million Dollars ($5,000,000) in annual aggregate; Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits of $500,000/ $500,000/ $500,000 (per accident /per employee/per disease); Auto Liability coverage with a combined limit of One Million Dollars ($1,000,000); and Cyberliability coverage with a limit of Five Million Dollars ($5,000,000) in annual aggregate coverage.

13. INDEPENDENT CONTRACTOR

This Agreement is not intended to create, nor shall it be construed to create, any relationship between the Parties other than that of independent entities contracting for the purpose of effecting the provisions of this Agreement. Neither Party nor any of their representatives shall be deemed to be the employer, employee, partner, agent, or representative of the other Party. Each Party shall be solely responsible for any taxes of any type, including central, state or local tax, employment, withholding or reporting tax, social security taxes, workers' compensation taxes or costs, unemployment compensation taxes or costs, or any other taxes or charges, provident fund, gratuity, bonus, worker's compensation, employee state insurance, other employment law deductions, or private insurance, related to such Party's or such Party's personnel's receipt of compensation and performance of Services under this Agreement. Each Party has withheld properly all federal, state and local employment taxes from the wages of its employees and otherwise has conducted and will conduct itself not as an individual or individuals but as a legal entity separate from the persons actually performing the Services pursuant to this Agreement. In addition, each Party agrees to inform all of its employees performing the Services that they are employees solely of the respective Party, and are not eligible

to participate in or receive any benefits under any of the other Party's, or any of the other Party's affiliates, employee benefit plans, incentive, compensation or other employee programs or policies.

14. ENTIRE AGREEMENT

This Agreement, including all Exhibits and any SOW's executed hereunder, constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the Parties, whether written or oral. This Agreement and any SOW may only be amended, supplemented or modified in writing signed by both Parties. No waiver of any provision hereof shall be effective or give rise to a subsequent waiver of the same or any other provision hereof unless expressly made in writing. In the event of a conflict between the terms of this Agreement and any Exhibit or SOW, this Agreement shall control, except in the case of a Business Associate Agreement between the Parties. In the event of any conflict between the terms of this Agreement and any provision of such Business Associate Agreement, the Business Associate Agreement will control. This Agreement shall bind and inure to the benefit of the Parties' respective successors and permitted assigns.

15. CAPTIONS AND HEADINGS

The captions and headings in this Agreement are for convenience and reference only, and they shall in no way be held to explain, modify or construe the meaning of the terms in this Agreement.

16. DISPUTE RESOLUTION

Prior to initiating any lawsuit, the Parties agree to meet and confer in good faith to resolve any problems, issues or disputes that may arise under this Agreement. Provided, however, that in the event either Party wishes to obtain preliminary injunctive relief or a temporary restraining order, such Party shall initiate an action solely for such relief in a court of law and the decision of the court of law with respect to the injunctive relief or temporary restraining order shall be subject to appeal only through the courts of law. If a dispute cannot be resolved to the Parties' mutual satisfaction following the good-faith conference, the dispute shall be submitted to non-binding mediation. Except as provided herein, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced until the matter has been submitted for mediation to a mediator acceptable to both Parties. Either Party may request the commencement of mediation proceedings by providing the other Party a written request for mediation setting forth the subject of the dispute and the relief requested. The Parties shall then, within thirty (30) calendar days, mutually agree upon the selection of a mediator. The Parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs and expenses. The Parties agree to split the mediator's fee. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either Party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process provided that such a claim is filed in the Circuit Court situated in Clark County, Nevada. Mediation may continue after the commencement of a civil action, if the Parties so desire. The provisions of this Paragraph shall be enforced by the Circuit Court situated in Clark County, Nevada and the Party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the Party against whom enforcement is ordered. The mediation shall occur in Las Vegas, Nevada. In no event may the mediator(s) recommend punitive, consequential or special damages except for a breach or threatened breach of the confidentiality and privacy obligations under this Agreement.

17. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed under the laws of the State of Nevada (without reference to its conflict of laws principles). Any action arising out of, or relating to this Agreement, shall be brought in the Circuit Court situated in Clark County, Nevada and the Parties consent to the jurisdiction of such court.

18. NOTICES

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service as follows:

If to Primaris:
Richard A. Royer, CEO
Primaris Holdings, Inc.
4215 Philips Farm Rd
Suite 101-A
Columbia, MO 65201

If to Client:
Patti Stopka
University Medical Center of Southern Nevada
1800 W. Charleston Boulevard
Las Vegas, NV 89102

Copy to:
Chief Financial Officer
Primaris Holdings, Inc.
4215 Philips Farm Rd.
Suite 101-A
Columbia, MO 65201

If Applicable
Margaret Covelli
University Medical Center of Southern Nevada
1800 W. Charleston Boulevard
Las Vegas, NV 89102

19. SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

20. MEDICARE ACCESS TO BOOKS AND RECORDS

If required by Section 952 of the Omnibus Budget Reconciliation Act of 1980 ("Act") or the regulations implemented under the Act, for a period of four (4) years after furnishing services with a value or cost of $10,000 dollars or more over a twelve month period and upon written request, Primaris will make available to the Secretary of the United States Department of Health and Human Services, or the Comptroller General, or their designees, the contract, and the books, documents and record necessary to verify the nature and extent of the cost of such services. If Primaris provides any services through a subcontract with a related organization, such contract will contain an "Access to Books and Records" section similar to this one, if required by the Act.

21. NONDISCRIMINATION/AFFIRMATIVE ACTION

The applicable provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veteran's Readjustment Assistance Act, and applicable regulations issued thereunder, are hereby incorporated into this Agreement by reference.

22. NON-EXCLUSION

Each Party warrants that neither the Party nor any of its principals is presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency or excluded or suspended from participation in any federal health care program as that term is defined in 42 U.S.C. § 1320a-7b(f). During the term of this Agreement, each Party will provide immediate written notice to other Party if the Party learns that this warranty was erroneous when given or has become erroneous by reason of changed circumstances. In the event this warranty is or becomes erroneous, the other Party may terminate this Agreement immediately upon notice.

23. COMPLIANCE WITH LAWS

Each Party agrees that it shall be responsible to comply with all existing and applicable statutes, regulations, and laws as they relate to the design, development, direction, performance and implementation of the Services and any other actions related to this Agreement, including but not limited to laws, regulations, and guidance pertaining to state and federal anti-kickback laws or the submission of false claims to governmental or private health care payors. The Parties also acknowledge and agree that there is no requirement under this Agreement, express or implied that the parties will refer any patients to each other for the furnishing of any items or services for a fee. No benefits under this Agreement are in return for patient referrals or in return for the purchasing, leasing or ordering of any products or services by either Party. This Agreement shall be construed in accordance with all applicable federal, state, and local laws, including, without limitation, Medicare, Medicaid, and other federal and state statutes, rules and regulations, including without limitation, the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. § 1320a-7b), the Physician Self-Referral law (42 U.S.C. § 1395nn), the federal False Claims Act (31 USC § 3279), and the federal Program Fraud Civil Remedies Act (31 U.S.C. § 3801).

24. NO WAIVER

No waiver or failure to exercise any option, right, or privilege under the terms of this Agreement on any occasion or occasions shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion.

25. FORCE MAJEURE

Except as otherwise herein provided, neither Party shall be liable or deemed in default for failure to perform any duty or obligation that such Party may have under this Agreement where such failure has been occasioned by any act of terror, God, fire, strike, inevitable accidents, war, pandemics, or any other cause outside the reasonable control of that Party and occurring without its fault or negligence. The Party whose performance has so been interrupted shall give the other Party notice of the interruption and cause and shall use every reasonable means to resume full performance of this Agreement as soon as possible. In the event the period of non-performance exceeds sixty (60) calendar days, the other Party to this Agreement may terminate this Agreement or the applicable SOW without penalty immediately upon written notice of termination to the non-performing Party.

BUSINESS CONTINUITY MANAGEMENT

The Parties acknowledge that each Party has business continuation plans in the event of a disaster or other breach in Services to provide for continuation of each Party's business services within a commercially reasonable time period.

26. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed original, but all, which together shall constitute one and the same instruments.

27. ADDITIONAL EXHIBIT TERMS

The Parties agree to comply with the requirements outlined in the following Exhibits attached to this Agreement which are fully incorporated herein:

Exhibit A – Travel Policy
Exhibit B - Statement of Work
Exhibit C – Business Associate Agreement

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the date and year below their signatures.

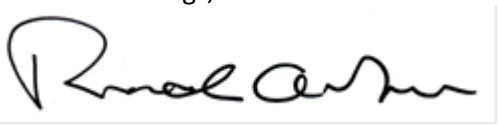
University Medical Center of Southern Nevada	Primaris Holdings, Inc.
	
Signature	Signature
Mason Van Houweling, CEO	Richard A. Royer, CEO
Date	Date
_____	October 20, 2020_____

EXHIBIT A

Travel Reimbursement

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

Travel expenses require prior written approval from UMC.

Business Associate Agreement

This Agreement is made effective as date of the last signature ("Effective Date") 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 Primaris Holdings, Inc., hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an

individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or

(ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise

administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

(i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or

(ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

(i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.

(ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.

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

(b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

(i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and

(ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and

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

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

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

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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

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

COVERED ENTITY:	BUSINESS ASSOCIATE:
By:_____	By:
Mason VanHouweling	Richard A. Royer
Title: CEO	Title: CEO
Date:_____	Date: December 3, 2020

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Master Services Agreement with Vizient, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Master Services Agreement with Vizient, Inc. for quality management and software solutions; and 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: Software Licenses/Subscriptions
Bid/RFP/CBE: NRS 332.115(1)(h) – Software Licenses
Term: 1/1/21-12/31/25
Amount: NTE $1,418,097
Out Clause: Budget Act/Fiscal Fund Out

BACKGROUND:

Since January of 2018, UMCSN has had an agreement for quality management software products with Vizient, Inc., for the processing of CMS-required Core Measure data. To report Core Measures successfully, health care providers must adhere to strict CMS requirements to measure healthcare quality. This Vizient product provides for Clinical Data Base, Resource Manager, Core Measures Reporting, and Get with the Guidelines Data Analytics subscriptions that will allow UMC to analyze clinical utilization data and expedite data collection to fulfill reporting requirements.

This request is for approval of a new Master Services Agreement with Vizient for a five-year term for a not to exceed total of $1,418,097. The term will run from January 1, 2021 through December 31, 2025.

In accordance with NRS 332.115.1 (h), the competitive bidding process is not required for computer software.

UMC's Chief Operating Officer and Chief Information Officer have 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
December 9, 2020

Agenda Item #
13

Master Services Agreement

This Master Services Agreement (this "Master Agreement") is entered into on January 1, 2021 (the "Effective Date"), by and between ***Vizient, Inc.,*** a Delaware corporation, on behalf of itself and its subsidiaries (collectively, "Vizient") and ***University Medical Center of Southern Nevada*** ("Member"), a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, for itself and on behalf of its covered facilities ("Covered Facilities"), as specifically set forth in an applicable SOW (as defined below). Vizient and Member are sometimes referred to herein individually as a "Party" and collectively, as the "Parties."

1. **Statement of Work**. For all services provided by Vizient under this Master Agreement (collectively, the "Services"), Vizient will issue a statement of work or order form (each, an "SOW") containing relevant terms and provisions which are fully incorporated herein, as an attachment to this Master Agreement, and made a part hereof. If applicable, the SOW will identify the Vizient subsidiary, if any, providing Services and any Covered Facilities receiving such Services. In the event of conflicting terms between this Master Agreement and any SOW executed hereunder, the terms set forth in the respective SOW will control.

2. **Service Fees and Invoicing**. Service fees for all Services ("Service Fees") will be specifically set forth in each SOW. Any obligation to reimburse Vizient for Services-related expenses, including, but not limited to, travel, meals, lodging, and other administrative costs, such as postage, copying, and overnight mailing (collectively, "Reimbursable Expenses"), are in addition to Service Fees and will be indicated in each applicable SOW. Except as otherwise set forth in an SOW, i) Vizient will invoice Service Fees and, if applicable, Reimbursable Expenses on a monthly basis; and ii) Member will remit payment net 30 days after the date of the invoice. Member agrees to pay Vizient all fees stated on the applicable SOWs when due. Member also agrees to pay Vizient for reasonable travel or other expenses incurred by Vizient in providing the Services, provided such expenses, where reasonable and applicable, are approved by Member in advance and are pursuant to Member's Travel Policy, attached hereto as Exhibit A, in an amount not to exceed 15% of total fees per year. Vizient shall invoice such expenses on a monthly basis as incurred.

3. **Taxes**. Member hereby acknowledges and agrees Service Fees do not include foreign, federal, state, or local sales, use, or other similar taxes, however designated, levied on the Services, and Member will be responsible for such taxes. If Member is a tax exempt organization, Member will provide Vizient with Member's current tax exemption certificate or a direct pay permit ("Certificate") and any updated Certificate, as may be requested by Vizient from time to time during the Term. The Parties presume all sales of tangible personal property or services are subject to tax unless Member provides a Certificate. **IF MEMBER FAILS TO PROVIDE A CERTIFICATE: i) MEMBER IS RESPONSIBLE FOR ALL TAXES CHARGED OR PAID EVEN IF LEGALLY EXEMPT FROM SUCH TAXES; ii) VIZIENT WILL REMIT ANY TAXES CHARGED AND COLLECTED TO THE TAXING AUTHORITIES AS IF A TAX WAS DUE; AND iii) VIZIENT WILL NOT RETURN OR REFUND SUCH TAXES TO MEMBER.** Member agrees to promptly notify Vizient of any change in a claimed tax exemption status.

4. **Data**. In order for Vizient to provide Services, Member will provide spend-related data to Vizient, that is not subject to applicable confidentiality obligations prohibiting disclosure, including, but not limited to, purchase orders, item master information, vendor master information, receipts, invoices, and utilization data (individually and collectively referred to herein as "Spend Data"), in accordance with the submission requirements for requested Services.

   4.1. Data Consent. Vizient may use Spend Data provided by Member before the Effective Date and during the Term in de-identified form to populate benchmarking databases ("Databases") and to generate reports from such Databases ("Reports"), which Vizient solely owns and may use for any purpose. Vizient may also use Spend Data in de-identified form for any other purpose, including, but not limited to, contract development, research information, and for comparative analysis use for Vizient's customers. Vizient may disclose Spend Data on a line-item, identified basis to subcontractors and consultants under confidentiality agreements with

Vizient for the purpose of assisting Vizient in providing services. Member represents it has the right to provide Vizient with Spend Data for the uses described in this provision.

4.2. **Databases and Reports**. Vizient makes no warranties or representations with regard to the Databases and Reports, and Member is solely responsible for the results of its operational use of such Databases and Reports. Databases and Reports may sometimes include portions of Vizient's and its suppliers' confidential data, such as Vizient's group purchasing ("GPO") Member pricing data, supplier pricing data, and contract terms and conditions. Member must perpetually treat the Databases and Reports as Confidential Information of Vizient and its respective suppliers, and will not use them for any purpose other than Member's internal use.

5. **Term and Termination**.

5.1. **Term**. The initial term of this Master Agreement will commence on the Effective Date and continue for a period of **60 months** ("Term"). In the event the term of any SOW extends beyond the Term of this Master Agreement, the Term of this Master Agreement will automatically extend to the latest expiration or termination date of such SOW.

5.2. **Termination for Cause**. Either Party may terminate this Master Agreement or SOW effective immediately upon written notice to the other Party if the other Party is under default or breach of this Master Agreement or SOW and the breaching Party has not remedied such default or breach within 30 days after receipt of written notice from the non-breaching Party specifying the default or breach.

5.3. **Termination for Insolvency**. Either Party may terminate this Master Agreement and all attached SOWs immediately upon written notice to the other Party if the other party is adjudged insolvent or bankrupt; or upon the institution of any proceeding against the other Party seeking relief, reorganization, or arrangement under any laws relating to insolvency; or for the making of any assignment for the benefit of creditors; or upon the appointment of a receiver, liquidator, or trustee of any of the other Party's property or assets; or upon liquidation, dissolution, or winding up of the other Party's business.

6. **Grant of Limited Rights**. Vizient solely owns all work product, including, but not limited to, all materials, programs, documentation, concepts, methodologies, and aids related to the Services. Vizient grants to Member the limited right to use the Services for its internal use only during the Term of this Master Agreement or applicable SOW. Member will not, without Vizient's prior written consent, reproduce any of the materials, programs, documentation, or aids related to the Services for the purpose of disclosure or distribution to any other party other than its legal, financial, and consulting advisors i) who have a need to access the information for purposes of fulfilling Member's obligations under this Master Agreement and ii) are under confidentiality obligations substantially similar to those set forth in this Master Agreement.

7. **Intellectual Property**. Member will not permit a third-party to: i) use any Vizient Database, Report, or Services, or any portion of the Vizient deliverables or work product, including, without limitation, information, design, specification, instruction, software, data, or material (collectively referred to as the "Vizient IP") for any unlawful purpose; ii) market, sublicense, publish, distribute, lend, transfer, or otherwise make Vizient IP, or any components or output therefrom, available to a third party; iii) alter, maintain, enhance, modify, or create derivatives of the Vizient IP; iv) remove any trademark, copyright, or proprietary notices; v) copy, decompile, disassemble, or otherwise reverse engineer the Vizient IP or perform any similar means or actions to discover the source code or trade secrets in the Vizient IP; vi) use the Vizient IP to provide service bureau, time sharing, or other computer services to third parties; vii) circumvent any technological measures that control access to the Vizient IP; viii) use the Vizient IP in any nuclear, aviation, mass transit, life support, or any other inherently dangerous manner; or ix) use the Vizient IP to benefit any party other than Member.

8. **Confidentiality**.

8.1. **General**. To the extent permitted by law and during the Term and for a period of 3 years after its expiration or termination, neither Party may publish, disseminate, or disclose to any third party any Confidential Information (as defined below) of the other Party without the other Party's prior written consent. A Party may disclose Confidential Information only to its employees who have a need to access the Confidential Information for purposes of fulfilling the Party's obligations under this Master Agreement.

8.2. **Confidential Information**. For purposes of this Master Agreement, "Confidential Information" includes: i) any information which refers or relates to this Master Agreement or any Vizient supplier agreement, including, but not limited to, any information relating to supplier pricing, supply contract terms, member data, customer lists, financial analyses, benchmarking and comparative reports of any kind prepared by the other Party, business processes or plans, sourcing and contracting methods, and "know-how"; ii) any information a Party marks as "Confidential," "Proprietary," or with a similar legend prior to disclosure; iii) any information which is orally identified as confidential at the time of disclosure and confirmed as confidential in writing within 10 business days following such disclosure; iv) any information which by its nature should reasonably be considered as confidential or proprietary; and v) all information generated by a Party that contains, reflects, or is derived from Confidential Information.

8.3. **Exclusions**. Confidentiality obligations will not apply to information that: i) is published by the disclosing Party or otherwise becomes available to the public other than by a breach of this Master Agreement; ii) is rightfully received by the recipient from a third party not under an obligation of confidentiality; iii) is known by or independently developed by the recipient prior to disclosure by the disclosing Party; or iv) is required to be disclosed pursuant to a lawful subpoena from a court of competent jurisdiction or in response to a valid request by a federal or state governmental agency. In the event of any required disclosure under law, the Party requesting disclosure of such Confidential Information will provide reasonable advance written notice to the non-disclosing Party so the non-disclosing Party may have an opportunity to object or seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Notwithstanding the foregoing, Vizient acknowledges that Member is a public county-owned hospital which is subject to the provisions of 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 Member receives a demand for disclosure of any information related to this Agreement which Vizient has claimed to be confidential and proprietary, Member will immediately notify Vizient of such demand, provide Vizient with a reasonable opportunity to redact the requested records and Vizient shall notify Member of its intention to seek injunctive relief in a Nevada court for protective order within ten days. Vizient shall indemnify and defend Member from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of Vizient document in Member's custody and control in which Vizient claims to be confidential and proprietary.

8.4. **Rights in the Confidential Information**. Except as expressly stated in this Master Agreement or an SOW, i) this Master Agreement does not confer any right, license, interest, or title in, to, or under the Confidential Information; and ii) no license is granted to the receiving Party, by estoppels or otherwise, under any patent, trademark, copyright, trade secret, or other proprietary rights.

8.5. **Equitable Relief**. The Parties acknowledge and agree that monetary damages are insufficient for any breach of the confidentiality provisions of this Master Agreement. As such, the nonbreaching Party may seek specific performance or injunctive relief, in addition to any other remedies available at law or in equity, upon the breach or threatened breach of this Confidentiality Section without posting bond and without proof of actual damages.

9. **Non-solicitation**. Neither Party may hire, directly or indirectly, any employee of the other Party assigned to or involved with fulfillment of an SOW for 2 years after the termination or expiration of such SOW. The preceding sentence does not prohibit either Party from: i) soliciting employment by placement of general advertisements for employees on any internet site, in newspapers, or via other media of general circulation not specifically directed at the employees of the other Party; ii) soliciting persons identified through employment search firms not specifically directed at the employees of the other Party; or iii) soliciting or hiring any person who contacts the hiring Party on

his or her own initiative without any prior solicitation or recruitment (other than advertisements of the type contemplated by the preceding clauses).

10. Compliance.

10.1. Compliance with Applicable Laws. The Parties agree to comply with all applicable federal, state, and local laws, including, but not limited to, the requirements of the federal fraud and abuse statute, codified at 42 U.S.C. 1320a-7b, as amended, and relevant regulations thereto.

10.2. Discounts and Rebates. To the extent Member receives discounts, rebates, distributions, or any other price reductions as a result of purchases or remuneration under this Master Agreement, an SOW, or any other group purchasing program agreement, Member may have an obligation under federal or state law to disclose such price reductions or remuneration to federal or state health care programs or other payors (as part of the cost reporting process or otherwise). Member and all Covered Facilities will comply with all such laws. Member will provide each of its applicable Covered Facilities, if any, rebate or other information (if any) necessary for the Covered Facility to comply with its obligations under this Section.

10.3. Records. Upon request of the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized representative, Vizient will make available the contracts, books, documents, and records necessary to certify the nature and extent of the cost of any Services in excess of $10,000 per year until the expiration of 4 years from completion of any such Services provided under this Master Agreement.

11. Professional Obligations. Member acknowledges and agrees that the professional duty owed to patients seeking health care services lies solely with the health care professional providing health care services. As such, Member takes full responsibility for the use of information provided under this Master Agreement and all SOWs in patient care and acknowledges that the use of any and all Services is not intended to replace or substitute professional judgment. Vizient does not assume any responsibility for actions of Member that may result in liability or damages arising from malpractice, failure to warn, negligence, or any other basis, and Member agrees to indemnify, defend, and hold Vizient, the Vizient subsidiaries, and their respective employees, officers, and directors harmless from and against any and all liability or damages.

12. Indemnification.

12.1. Indemnification by Public Entities. If Member is a public or governmental entity whose applicable governing law does not expressly authorize it from agreeing to all or portions of this Section 12, such Sections or parties thereof will not be considered part of this Agreement and will not apply to Member. In the event that Member is deemed a public or governmental entity whose applicable governing law does not expressly authorize it to agree to all or portions of Section 12, each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits and demands and expenses of all kinds that may result or arise out of any alleged malfeasance, neglect or otherwise caused or alleged to have been caused by said party or its employees or agents including, without limitation, in the performance or omission of any act or responsibility of said party under this Master Agreement. Each party shall retain the right to take any and all actions the party believes necessary to protect its own interests.

12.2. General Indemnification. Subject to and limited by the provisions of Section 12.1 above, each Party will indemnify and hold the other Party harmless from any and all damages, losses, liabilities, claims, or cost (including, without limitation, reasonable attorney's fees) arising out of any third-party claim for bodily injury or death, or damage to property, caused by any negligent act or omission or breach of this Master Agreement (or any SOW hereunder) by the indemnifying Party or its employees, officers, or agents. Vizient's indemnity and hold harmless obligation does not apply to any medical malpractice claim, damage, loss, or liability. Neither Party is responsible for losses incurred to the extent caused by the other Party's negligence or willful misconduct.

12.3. **Intellectual Property Indemnification**. Subject to the Indemnification Procedure Section below, Vizient will, at its sole expense, defend any third-party action brought against Member based on a claim that any Vizient IP that is proprietary to Vizient or licensed by Vizient and purchased pursuant to this Master Agreement infringes any United States copyright, patent, or trademark and will pay all reasonable costs and damages finally awarded against Member in any such action attributable to such claim.

12.4. **Limitation**. Vizient will have no liability to Member under Section 12.2 to the extent such infringement arises from the use of such: i) Vizient IP in combination with equipment, software, or services not supplied by Vizient; ii) Vizient IP in a manner other than in accordance with its product description and the terms of this Master Agreement, applicable SOW, or any end user license agreement that may be provided with such Vizient IP; or iii) modifications to Vizient IP made by persons other than Vizient personnel or Member's design or specifications.

12.5. **Modification by Vizient**. If any allegation of infringement with respect to any Vizient IP is made, or, in Vizient's opinion is likely to be made, then Vizient may, at its sole option and expense: i) procure for Member the right to continue using the Vizient IP; ii) modify the Vizient IP so as to avoid the infringement; iii) replace the Vizient IP with a functionally similar version and require Member to cease use of the Vizient IP in question; or iv) refund Service Fees paid to Vizient by Member for the use of such Vizient IP, less an amount for amortization based on a five-year, straight-line amortization schedule, in which case the Member must cease using the Vizient IP and return it to Vizient.

12.6. **Indemnification Procedure**. A Party's right to indemnification is conditioned upon the following: i) the indemnified Party must promptly notify the indemnifying Party of the claim (provided, however, that if the indemnified Party fails to provide prompt notice, the indemnifying Party will be relieved of its indemnification obligations only if and to the extent the indemnifying Party is materially prejudiced by such failure); ii) the indemnifying Party will have sole control of the defense and settlement of the claim (but the indemnifying Party must not agree to a consent decree or similar order binding the indemnified Party or to any settlement that specifically apportions fault or liability to the indemnified Party without the indemnified Party's prior written consent); iii) the indemnified Party will provide the indemnifying Party, at its expense, with assistance in the defense as the indemnifying Party may reasonably request; and iv) the indemnified Party must not incur any cost or expense for the indemnifying Party's account without its prior written consent.

THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THE FOREGOING STATES VIZIENT'S ENTIRE LIABILITY UNDER THIS MASTER AGREEMENT OR OTHERWISE WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

13. **Limitation of Liability**. EXCEPT FOR EACH PARTY'S INDEMNITY OBLIGATIONS SET FORTH HEREIN : i) IN NO EVENT WILL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY AND NEGLIGENCE), FOR LOST PROFITS OR REVENUES, LOSS OR INTERRUPTION OF USE, LOST OR DAMAGED DATA, REPORTS, DOCUMENTATION, OR SECURITY, OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR SIMILAR DAMAGES ARISING FROM OR RELATED TO THIS MASTER AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND ii) EXCEPT FOR MEMBER'S FAILURE TO PAY FOR THE SERVICES, EACH PARTY'S MAXIMUM LIABILITY IS LIMITED TO THE ANNUAL SERVICE FEES AND REIMBURSABLE EXPENSES IN THE APPLICABLE SOW. ***THIS LIMITATION OF LIABILITY IS FUNDAMENTAL TO THIS MASTER AGREEMENT. THE PARTIES REVIEWED AND BARGAINED FOR THESE TERMS AND NEITHER PARTY WOULD BE WILLING TO ENTER INTO THIS MASTER AGREEMENT WITHOUT THIS LIMITATION.***

14. **Warranty and Remedies**.

14.1. **Authority**. Each Party represents and warrants it is authorized to enter into and execute this Master Agreement and any and all applicable SOWs, if any, on behalf of itself and each of the applicable Vizient subsidiaries or Covered Facilities, respectively, as documented in any applicable SOW.

14.2. **Vizient Warranty**. Vizient warrants it will perform the Services in a good and workmanlike manner in accordance with the requirements in each SOW. **EXCEPT AS SET FORTH IN THIS SECTION, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** MEMBER'S SOLE AND EXCLUSIVE REMEDY, AND VIZIENT'S SOLE AND EXCLUSIVE LIABILITY, FOR A BREACH OF THE WARRANTY IN THIS SECTION ARE: i) THE SPECIFIC SUPPORT SERVICES IN THE APPLICABLE SOW; ii) REPEATING OR REPROCESSING OF THE SERVICE(S) (IF POSSIBLE) BY VIZIENT AT NO ADDITIONAL CHARGE; OR iii) TERMINATION OF THE APPLICABLE SOW UPON 30 DAYS' PRIOR WRITTEN NOTICE TO VIZIENT.

14.3. **Cooperation**. Each Party agrees to cooperate and respond to applicable requests for information in a timely manner. A Party's failure or delay is excused to the extent the other Party impedes or delays completion of the Services by: i) failing or delaying to provide necessary information, equipment, or access to facilities to Vizient; ii) failing to complete required tasks or perform its obligations under this Master Agreement or the applicable SOW for any reason; or iii) providing materially untrue or incorrect information.

15. **Protected Health Information**. One or more of the Services may involve the use and disclosure of Member's Protected Health Information ("PHI"). Each Party intends to protect the privacy, security, and integrity of any PHI exchanged under this Master Agreement in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations, as each may be amended from time to time (collectively, "HIPAA"). The Parties further acknowledge Member is a Covered Entity (as defined under HIPAA) and Vizient may be a Business Associate (as defined under HIPAA) in the delivery of certain services through Member's participation in Vizient's national healthcare alliance. If Member engages Vizient to perform Services involving the use or disclosure of PHI, then the respective SOW will explicitly state the use or disclosure of PHI is required and Vizient and Member shall enter into a mutually agreeable business associate agreement for the protection of PHI in accordance with HIPAA requirements.

16. **Government Program Participation**. Each Party represents and warrants it has never been excluded from participation in any federal health care program (as such term is defined in 42 U.S.C. § 1320a-7b(f)) ("Federal Health Care Program"), or been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Each Party represents and warrants it has not been the subject of an actual, pending, or threatened formal adverse action, as that term is defined in 42 U.S.C. § 1320a-7e(g). Each Party will promptly notify the other Party in the event it is excluded from any Federal Health Care Program, or debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency, during the Term.

17. **General**.

17.1. **Entire Agreement**. This Master Agreement, including all SOWs executed hereunder, amendments, and exhibits, constitutes the entire agreement between Vizient and Member relating to the subject matter of this Master Agreement, and supersedes all prior understandings, agreements, proposals, and documentation relating to the subject matter of this Master Agreement.

17.2. **Amendment**. This Master Agreement may be amended only by a document signed by authorized representatives of both Parties.

17.3. **Assignment**. Member will not assign or transfer any rights or obligations under this Master Agreement or any SOW without Vizient's prior written consent. This Master Agreement will inure to the benefit of and be binding on the Parties and their respective assigns.

17.4. **Governing Law**. Intentionally Omitted.

17.5. **Independent Entities**. None of the provisions of this Master Agreement or any SOW will create any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Master Agreement. Neither of the Parties, nor any of their employees, will be construed to be the agent, employer, employee, or representative of the other.

17.6. **Force Majeure**. Neither Party will be liable for delays in their performance to the extent and for the duration of time resulting from an event beyond the Party's reasonable control, such as acts of God (earthquake, hurricane), terrorism, national emergencies, or changes in government regulations.

17.7. **Severability**. In the event any provision of this Master Agreement is for any reason deemed to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Master Agreement, and this Master Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal, and enforceable.

17.8. **Waiver**. The waiver of any breach of any term or condition of this Master Agreement does not waive any other breach of that term or condition or of any other term or condition, unless agreed to in a writing signed by the Parties.

18. **Notices**. All notices related to this Master Agreement shall be in writing and shall be deemed to have been given when delivered personally, or at the time sent, if sent by registered or certified United States mail, return receipt requested, postage prepaid, or by FedEx or similar delivery service for overnight delivery, and addressed to the other Party as follows or at such address as such Party from time to time may indicate by written notice to the other Party:

If to Vizient:

Vizient, Inc.
Attn: Membership/Sales Operations
290 East John Carpenter Freeway
Irving, Texas 75062

With a copy to:

Vizient, Inc.
Attn: Legal Department
290 East John Carpenter Freeway, 7th Floor
Irving, Texas 75062

If to Member:

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

19. **Equal Opportunity and Affirmative Action**. Vizient is an equal opportunity and affirmative action employer. Vizient abides by the requirements of 41 C.F.R. 60-1.4(a) (Executive Order 11246 Equal Opportunity Clause); 41 C.F.R. 60-250.5(a) (Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, Recently Separated Veterans, and Other Protected Veterans); 41 C.F.R 60-300.5(a) (Equal Opportunity for Disabled

Veterans, Recently Separated Veterans, Other Protected Veterans, and Armed Forces Service Medal Veterans); 41 C.F.R. 60-741.5 (a) (Equal Opportunity for Workers with Disabilities); FAR 52.222-21 (Prohibition of Segregated Facilities); and FAR 52.222-26 (Equal Opportunity). These regulations are incorporated herein by reference and prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

20. **Counterparts**. All documents pertaining to this Master Agreement may be executed by the exchange of certified electronic signatures or copies delivered by electronic mail in Adobe Portable Document Format or similar format. Any signature transmitted by those shall be deemed an "original signature." All documents pertaining to this Master Agreement may be executed in two or more counterparts, but all of which, taken together, shall constitute one and the same instrument.

21. **Publicity/Use of Marks**. Except as otherwise agreed to by the Parties in writing, neither Party may: i) use each other's trademarks or service marks; or ii) make any press release or other public disclosure regarding this Master Agreement or the transactions contemplated by this Master Agreement without the other Party's prior written consent, except as required under applicable law or by any governmental agency, in which case the Party required to make the press release or public disclosure shall use commercially reasonable efforts to obtain the approval of the other Party as to the form, nature, and extent of the press release or public disclosure prior to issuing the press release or making the public disclosure.

22. **Survival**. The following provisions shall survive the expiration or any earlier termination of this Master Agreement for the number of years stated in the provision or, if none is stated, then perpetually: Grant of Limited Rights, Confidentiality, Non-solicitation, Discounts and Rebates, Records, Professional Obligations, Indemnification, the last sentence in Vizient Warranty regarding limitations of liability, General, and Notices.

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

Vizient, Inc.	**University Medical Center Southern Nevada**
By: _____	By: _____
Printed Name: _____	Printed Name: Mason VanHouweling
Title: _____	Title: Chief Executive Officer
Date: _____	Date: _____

Exhibit A

Travel Reimbursement

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

Clinical Data Base Services
Statement of Work

Vizient, Inc., a Delaware corporation, ("Vizient") will provide the services detailed in this ***Clinical Data Base Services Statement of Work*** (this "SOW") to ***University Medical Center of Southern Nevada,*** a Nevada not-for-profit corporation ("Member") and its covered facilities set forth in **Exhibit A** ("Covered Facilities")**,** if any, for the Service Fees indicated hereunder***. This SOW is made pursuant to the terms and conditions set forth in the Master Services Agreement between the Parties dated January 1, 2021*** (the "Master Agreement"). As such, all capitalized terms used herein and not otherwise defined in this SOW will have the meanings ascribed to such terms in the Master Agreement. ***This SOW is effective as of January 1, 2021*** (the "Effective Date"). ***As of the Effective Date, this SOW will supersede that certain Clinical Data Base and Resource Manager Order Form between Vizient and Member dated January 1, 2018, as amended.*** For the avoidance of doubt, this Agreement shall govern the period commencing on the Effective Date. Vizient and Member are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Any reference to, or description of any right or obligation of, "Member" in this SOW shall also include Covered Facilities unless specifically delineated.

1. **Services.** Vizient will provide a subscription to Vizient's Clinical Data Base ("CDB") which allows subscribing members to compare and analyze comprehensive clinical, supply spend, and resource utilization data across service lines and expedite data collection to fulfill agency reporting requirements. Specifically, CDB leverages patient charge detail, supply spend, and resource utilization data for transparent and comprehensive comparative analysis so members can compare internal trends and performance with other member peer organizations and identify clinical practice variation, assess resource need, optimize utilization to reduce costs, and identify opportunities for clinical, operational, and financial improvement. Member will have access to clinical benchmarking tools such as dashboards, simulation calculators, and templated and customizable reports, which allow members to generate customized analytical reports to evaluate performance across Member's organization and for specific categories for in depth review of Member's supply spend and utilization performance for high-cost categories such as pharmaceuticals, imaging, and medical-surgical supplies (collectively, the "Services"). Services also include:

   1.1 Support Services. Ongoing remote support services to assist Member with data submission and other technical support needs. Access to training (self-service and web-based training) and educational resources. Requests for on-site training may result in additional Service Fees as mutually agreed to by the Parties in an amendment to this SOW.

   1.2 Implementation Services. New facilities require implementation and initial data upload ("Implementation Services") before it can access CDB. Implementation Services are provided on a per facility basis and include 1 onsite training session.

   1.3 Core Measures Reporting Optional Services. In addition to the Services, Vizient will provide Member access to optional core measure reporting services ("CM Services") delivered by a third party vendor, Medisolv, Inc. ("Medisolv"), for no additional fee. In order to subscribe to optional CM Services, Member and Medisolv must execute a mutually agreeable: i) Medisolv Product Subscription Agreement attached hereto as Exhibit B; ii) Data Authorization Form attached hereto as Exhibit C; and iii) Business Associate Agreement ("collectively, the "Medisolv Agreements"). Continued participation in CM Services is contingent on the continued effectiveness of the Medisolv Agreements. CM Services will be discontinued upon the expiration or termination of any of the Medisolv Agreements, this SOW, or upon 90 days' notice from either Party to the other Party. Member acknowledges and agrees that the CM Services are provided subject solely to the terms, conditions, and obligations set forth in the Medisolv Agreements and Vizient disclaims any liability with respect to the CM Services or the Medisolv Agreements.

This is a limited time offer which may expire if an executed SOW is not delivered to Vizient within 90 days of December 2, 2020.
This information is proprietary and highly confidential.

1.4 Protected Health Information. Services include the use of Protected Health Information ("PHI") and thus, any PHI disclosed hereunder, will be subject to the Parties' Business Associate Agreement ("BAA") dated November 16, 2015.

1.5 Optional Services. In addition to the Services described herein, Vizient may from time-to-time provide Member access to optional components under this SOW for no additional fee; provided, however, access to an optional component may be conditioned on Member's regular submission of certain data relevant to the functionality of such optional component. Vizient reserves the right to terminate or discontinue any optional components at any time without notice.

1.6 Member Data. Member acknowledges Services rely solely on timely receipt of complete, accurate, and relevant Member data, including clinical data, operational data, and Spend Data (as defined in the Master Agreement) (collectively, "Member Data") and Member will submit all required Member Data on a monthly basis and as may otherwise be requested by Vizient from time to time. Member Data also includes all data submitted to Medisolv for CM Services (individually, "CM Data" and collectively as, Member Data). Vizient has the right to use Member Data submitted in connection with any other Vizient services to which Member subscribes. Member's failure to provide Member Data may limit Vizient's ability to provide all or part of the Services. Vizient reserves the right to terminate this SOW immediately if Member fails to comply with this section.

2. Materials, Licenses, and Member Obligations.

2.1 "**Materials**" means all data, databases, or property owned, licensed, leased, or developed by, or on behalf of, Vizient and provided to or accessed by Member, including all reports generated with the use of Services, pursuant to the terms of this SOW, including, without limitation, Program Data, Program Content, and Derivative Works (as defined below).

A. "**Program Data**" means all data, programs, databases, resources and property accessed by or provided to Member as part of the Services, including all subsequent copies, reproductions, modifications, updates, reports, literary works, and other works of authorship including, but not limited to, clinical and operational databases, clinical performance data, resource utilization data, spend data and other data provided hereunder.

B. "**Program Content**" means all Services components, including software, hardware, storage media, functionality, manuals, products, processes, calculations, algorithms, reports, user interfaces, know-how, techniques, design or submission specifications, or any other web-based application or platform or technical information made available to Member in providing access to Services, including usage and access data and information contained in websites accessed as part of the Services.

C. "**Derivative Works**" means all deliverables created by Vizient, including deliverables created by Vizient with the use of Member Data, and used for analysis purposes, to create Program Data, or made available to other Services subscribers in connection with the Services.

2.2 Licenses.

A. Ownership. Vizient owns all Materials, Program Data, Derivative Works, and all other documentation and information not specifically granted to Member hereunder. Member owns all Member Data, as submitted by Member, subject to the license and right of use expressly granted to Vizient.

B. Member License. Member hereby grants Vizient a royalty-free, non-exclusive, and perpetual license to access, incorporate, create, display, transmit, reproduce, and otherwise use Member Data to create Materials as necessary to provide Services and used by other Vizient or other subscribing members as part of the Services. Vizient will aggregate Member Data and apply any Services specific processing,

This is a limited time offer which may expire if an executed SOW is not delivered to Vizient within 90 days of December 2, 2020.
This information is proprietary and highly confidential.

including, but not limited to, application of risk and cost adjustment modifiers to create Materials pursuant to Vizient's standards, processes, schedules, data privacy and security, and internet security policies.

C. Vizient License. Vizient hereby grants Member the non-exclusive right to access and use Services, including, but not limited to, website or storage media, user manuals, or Materials, solely for Member's own internal purposes, during the Term and in accordance with the terms and conditions of this SOW.

D. License Reservations. Vizient reserves all rights not specifically granted to Member hereunder, including all rights, title and interest, and all derivative works thereof, including all related intellectual property rights. Except as expressly provided herein or otherwise upon Vizient's express written consent, Member will not, nor will it permit, any third party to use, receive, copy, market, sell, distribute, license, sublicense, lease, timeshare, rent, transfer, disclose, display, view, translate, modify, improve, adapt, disassemble, decompile, or reverse engineer Materials, Derivative Works, or Program Data, or any portions thereof; nor will Member create, use, or permit third parties to access or use Materials to create derivative works, improvements, products, reports, or other documentation, without Vizient's express written consent.

E. License Limitations. Member agrees Services are contingent on the express condition Member will: i) treat all Materials, as defined in this SOW and at all stages of creation or completion, as Vizient's intellectual property and confidential information ("Confidential Information"); ii) use such Materials for Member's internal use only; and iii) immediately notify Vizient of any unauthorized use of Services.

2.3 Member Obligations.

A. General. Member will: i) comply with the terms and conditions of this SOW; ii) complete all survey or intake tools; iii) submit complete, accurate, and relevant Member Data through appropriate and secure data feeds and in accordance with Vizient's data submission standards, processes, schedules, data security, and internet security policies for all Services; and iv) comply with Vizient's security and privacy procedures and maintain associated physical, technical, and administrative safeguards as needed to ensure Materials are accessed by authorized personnel only and will remain de-identified in accordance with 45 CFR Part 164.514(b), as amended.

B. Access. Member will not alter, modify, remove, obscure, or cover any trademark, copyright notices, or other legends or proprietary notices placed on or embedded by Vizient in the Materials, Program Data, Derivative Works, or other documentation or modify or copy any of the foregoing in any digital or electronic form without the express written permission of Vizient. Member will reproduce all such notices and legends on and in any and all backup copies of all Materials created by Member as permitted herein. In addition, Member will not attempt, nor allow or request others to attempt, to circumvent any technological measures implemented by Vizient to protect its Materials and copyrightable property. Furthermore, Member will not permit access to anyone other than through i) terminals located on Member's business premises (e.g. no access is permitted from a Member's employee's home office) or ii) through a Member owned virtual private network ("VPN") accessed with Member-owned and secured equipment.

C. Internal Use Only. Member will not, nor will it permit, any other person, entity, or party to: i) identify or re-identify, or attempt to identify or re-identify, any specific institution, physician, patient, or individual in the Materials; or ii) link any other data elements to de-identified data sets within Program Data without obtaining an expert determination that all such data sets have been statistically de-identified and will remain de-identified pursuant to 45 CFR Part 164.514(b), as amended. Notwithstanding the foregoing, Member will only use Confidential Information that is wholly or partially identifiable for internal use only and will not use any Materials or Confidential Information in any form outside Member's institution, unless it meets all requirements in this SOW and is masked, blinded, or otherwise protected to preclude the identification of all institutions, providers, and patients. Member understands Vizient shares non-PHI Materials with other subscribers, and may do so on a hospital-specific basis, in accordance with Services

standards and guidelines, and subject to contractual obligations of confidentiality with the other subscribers (see also Publication Rights below).

D. Publication Rights. Member may publish a review, analysis, or conduct research based on Program Data ("Publication") subject to Member's compliance of the following restrictions: i) no institution or group of institutions may be identified or identifiable; ii) Member will not compare data or other performance information with any identifiable institution or identifiable group of institutions; iii) Member will, if applicable, only use Program Data, including data generated based on or with the use of Program Data or arising from the Services provided hereunder, by aggregating such data with at least 5 other institutions; and iv) Member will obtain Vizient's prior written consent for any Publication containing Materials, including Program Data, and such Publication will include the following statement: "***The information contained in this article was based in part on data accessed as part of Vizient's Clinical Data Base subscription services***."

E. Disclaimer. ALL SERVICES, MATERIALS, PROGRAM DATA, DERIVIATIVE WORKS, OR ANY OTHER INFORMATION OR DATA PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALIDITY OF ANY MATERIALS, DATA OR OTHER INFORMATION PROVIDED OR ACCESSED HEREUNDER, OR OF ITS APPROPRIATENESS FOR USE IN ANY MANNER, AND THE PARTIES EXPRESSLY EXCLUDE FROM THIS SOW ALL WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. MEMBER ACKNOWLEDGES AND AGREES ANY INFORMATION, MATERIALS, DATA, OR OTHER DOCUMENTATION AVAILABLE HEREUNDER IS NOT A SUBSTITUTE FOR MEMBER'S INDEPENDENT PROFESSIONAL JUDGMENT AND MEMBER ASSUMES ANY AND ALL RISKS ASSOCIATED WITH THE ACCURACY, USE, AND RELIANCE ON THE SERVICES, MATERIALS, OR OTHER DOCUMENTATION PROVIDED HEREUNDER.

F. Covered Facilities. Member may share Materials with Covered Facilities for Covered Facilities internal purposes only. Member represents and warrants it the right and legal authority to enter into this SOW on behalf of the Covered Facilities and has obtained all necessary and required consents and authorizations or approvals as dictated by applicable laws, rules, regulations, or policies necessary to share Materials, including Program Data, with Covered Facilities.

3. Term and Termination.

3.1 Term. The term of this SOW will commence on the Effective Date and continue for **36 months** ("Initial Term"). Thereafter, Member may renew this SOW for two (2) additional 1-year terms (each, a "Renewal Term") with 90 days' written notice prior to the expiration of the then-current Term. The Initial Term and any Renewal Terms are referred to herein collectively as the "Term."

3.2 Termination for Convenience. This SOW may not be terminated for convenience. If the Master Agreement terminates or expires prior to the expiration of this SOW, the applicable terms and conditions of the Master Agreement will survive for the limited purpose of governing this SOW for its remaining Term.

3.3 Termination for Cause. The Parties may terminate this SOW for material breach in accordance with the terms of the Master Agreement.

3.4 Effect of Termination. Upon any termination of this SOW: i) Member will return all Materials to Vizient; and ii) all rights and licenses granted to Member hereunder will immediately terminate, together with Member's access to Services. Member's obligations and any licenses granted to Vizient hereunder will survive any termination of this SOW indefinitely.

3.5 Sunset. Vizient reserves the right to sunset, discontinue, or outsource any element of the Services, as well as merge one or more elements of Services into another product upon reasonable notice to Member.

4. Service Fees and Invoicing.

4.1 Service Fees. Vizient will provide the Services described herein to Member for an annual service fee as reflected in the table below ("Service Fees"). Member acknowledges and agrees Service Fees are for the Covered Facilities set forth in **Exhibit A** as of the Effective Date. Any requests to add additional facilities after the Effective Date will result in additional Service Fees as mutually agreed to by the Parties in an amendment to this SOW and Vizient has no obligation to provide Services to any facility not set forth in this SOW. The total Service Fees shall not exceed $1,418,097.

	Period: 1/1/21 – 12/31/21	**Period: 1/1/22 – 12/31/22**	**Period: 1/1/23 – 12/31/23**	**Period: 1/1/24 – 12/31/24***	**Period: 1/1/25 – 12/31/25***
Annual Service Fees	$262,097	$269,960	$278,059	$286,000	$293,981

***Pricing for the optional Renewal Terms**

4.2 Reimbursable Expenses. Member acknowledges and agrees Services-related expenses for on-site services and support (e.g. additional training, member presentations, and data acquisition for added facilities) such as travel, meals, lodging, and other administrative costs, such as postage, copying, and overnight mailing, ("Reimbursable Expenses") are in addition to Service Fees.

4.3 Invoicing and Payment. Vizient will invoice annual Service Fees, in full, on each anniversary of the Effective Date. Vizient will invoice Reimbursable Expenses, as incurred, on a monthly basis. Member will pay all invoiced balances within 45 days of the invoice date.

Invoices shall be addressed to:

Name	University Medical Center of Southern Nevada
Title	Attn: Accounts Payable
Address	
	1800 W. Charleston Blvd
	Las Vegas, Nevada 89102
Member Contact Information	
Name/Title	Maria Sexton
Phone	
Email	CMO@umcsn.com

Additionally, in the event Member requires specific information (i.e. purchase order number) to be included on each invoice to process payment, Member shall mark the appropriate box below and provide the required information ***at the time of contract execution***, and annually (or as required) thereafter:

- ☐ Purchase Order Number _____
- ☐ Contract Identification Number _____
- ☐ Other Information _____

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

Vizient, Inc.	**University Medical Center of Southern Nevada**
By: _____	By: _____
Printed Name: _____	Printed Name: Mason VanHouweling
Title: _____	Title: Chief Executive Officer
Date: _____	Date: _____

Please sign, scan, and email to executedagreements@vizientinc.com. Vizient will provide a fully executed electronic copy to Member.

Exhibit A - Covered Facilities

Vizient MID	Covered Facility	Medicare ID	Core Measures Y/N	Joint Commission ID
41486	University Medical Center of Southern Nevada	290007	Y	

Exhibit B
Medisolv Product Subscription Agreement Template

This Subscription Agreement (the "Agreement") is entered into by and between University Medical Center of Southern Nevada ("Client") and Medisolv, Inc. ("Medisolv") for the Medisolv ENCOR abstraction software ("Medisolv Software") as of January 1, 2021 ("Effective Date").

1. SOFTWARE SUBSCRIPTION.

1.1. Definitions. Capitalized terms used in this Section 1 but not otherwise defined shall have the following meanings:

(a) *"Documentation"* means the user guides, operating manuals, and specifications, whether in print or machine readable media, and all materials supplied by Medisolv or its agents to Client or otherwise made generally available to clients regarding the Medisolv Software or the provision of services. Documentation specifically includes all technical information and responses prepared by Medisolv to any request for information or request for proposals issued by Client. Documentation shall be updated and provided to Client at such time as such updates are generally made available to Medisolv's clients.

(b) *"Third Party Product"* means application software products provided by third party vendors, including operating system and application software to which the Medisolv Software interfaces and which provides certain functionality essential to the operation of the Medisolv Software.

(c) *"Intellectual Property Rights"* means all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights and other intellectual property and proprietary rights.

(d) *"Medisolv Software"* means the ENCOR abstraction software, related implementation, and data transmission/submission services. Medisolv Software may include Third Party Products that are licensed to Medisolv and sub-licensed to Client hereunder. Medisolv Software shall also include any fixes, patches, modifications, enhancements or upgrades to such software that are made generally available to subscribers to the Medisolv ENCOR abstraction software. All such fixes, patches, modifications, enhancements or upgrades will be provided by Medisolv to Client as part of its subscription for the Medisolv Software at no additional charge.

(e) *"Support Services"* means the services described on Exhibit 2 (Support Service Terms).

(f) *"Vizient Demographic Data Files Format"* means patient data files submitted by clients to Medisolv according to the required Vizient file format specifications, specifically the inpatient demographic data (Base Data) format in the Vizient IPPS Upload Utility Manual Version 1.1 and the Outpatient demographic data (Base Data) in the Vizient OPPS Upload Utility Manual Version 11.0a updated by Medisolv as needed, at mutually agreed upon regular intervals for the proper functioning of the Medisolv Software.

1.2. Provision of Software and Services. Medisolv hereby grants Client the right to access and use the Medisolv Software and Documentation during the Term of this Agreement. Medisolv will make the Medisolv Software and Documentation available to and provide the Medisolv Software and Documentation to Client pursuant to this Agreement during the Term. As part of Client's subscription to the Medisolv Software, Medisolv will provide to Client at no additional charge, installation, training, implementation and/or any other services related to the Medisolv Software. Data extraction from client data systems by Medisolv for use in the Medisolv Software is not included under this agreement and Clients will be required to provide patient data files to Medisolv as specified in the formats of the Medisolv IPPS/OPPS Import Specifications..

1.3. Restrictions on Use. Client acknowledges that the Medisolv Software and Documentation, and all worldwide Intellectual Property Rights therein, are the exclusive property of Medisolv or third parties from whom Medisolv licenses Third Party Products that are included as part of the Medisolv Software. Accordingly, Client agrees not to (i) modify, adapt, alter, translate, or create derivative works from the Medisolv Software; (ii) merge the Medisolv Software with other software; (iii) sublicense, lease, rent, loan, or otherwise transfer the Medisolv Software to any third party, (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Medisolv Software; (v) use the Medisolv Software to provide services for third parties or to otherwise operate a service bureau; or (vi) otherwise use or copy the Medisolv Software except as expressly allowed hereunder. All rights in and to the Medisolv Software not expressly granted to Client in this Agreement are reserved by Medisolv or third parties from whom Medisolv licenses Third Party Products that are included as part of the Medisolv Software and all implied licenses are disclaimed.

Client will not remove, alter, or obscure any proprietary notices (including copyright notices) of Medisolv or third party vendors on the Medisolv Software or the Documentation.

1.4. Third Party Products. If any Medisolv Software contains embedded or installed proprietary software that is licensed to Medisolv by third parties, then during the Term of this Agreement, Medisolv grants to Client, effective upon completion of installation of the Medisolv Software a non-exclusive, non-transferable, worldwide sublicense to use each item of third-party software.

2. IMPLEMENTATION OF MEDISOLV SOFTWARE; SUPPORT SERVICES.

2.1. Installation. Medisolv shall be responsible for implementing the Medisolv Software in accordance with the dates and/or time limits in this Agreement. A sample Standard implementation template is provided in Schedule 5 of this agreement.

2.2. Medisolv will provide the Support Services as part of Client's subscription to the Medisolv Software.

2.3. Service Availability. Medisolv software provided under this subscription agreement shall be available with a minimum uptime threshold of 97%, excluding scheduled maintenance windows. Uptime availability will be defined and measured by the ability of an end-user to login and perform essential application functions within the subscribed product(s). Scheduled maintenance is defined as any planned maintenance which is identified, communicated and planned prior to downtime, broken down into the following two categorizations:

Normally Scheduled Maintenance: To be communicated to end-users via any of: e-mail, direct messaging, application notification, and/or written communication. Normally scheduled maintenance, to the best of Medisolv's ability, will occur during off-hours (evening and weekend hours). Such maintenance is anticipated to occur no more than once per month, for no longer than 4 hours per event.

Emergency Scheduled Maintenance: To be communicated to end-users via any of: e-mail, direct messaging, and/or application notification. Emergency scheduled maintenance is an extremely rare occurrence and is only invoked in the case of a serious cyber-security incident which puts client, company and/or partner data, privacy, and/or security at significant risk. In such cases, Medisolv will immediately communicate the need for downtime, and will take systems down until the cyber-security incident or risk is completely alleviated and normal operations can resume.

2.4. Backup and Recovery of Data.

Medisolv will perform regular backups, for the purposes of disaster recovery, business continuity, and safety purposes. Backups will include full database backups, transaction log backups, and file-storage (e.g. BLOB) backups as necessary based on subscribed application(s). Backups and recovery are measured and enforced via RTO/RPO metrics, and Medisolv enforces the following minimum metric thresholds:

RPO (Recovery Point Objective): 24 hours (physical hours)

RTO (Recovery Time Objective): 40 hours (business hours)

Disaster recovery is tested on an annual basis and consists of the ability of Medisolv to restore client data (based on RPO) to a separate system (either new installation within existing infrastructure environment, or new installation within equivalent infrastructure environment in physically separate location) within the allotted time (based on RTO).

3. WARRANTIES.

3.1. Warranty of Title. Medisolv warrants that it owns and/or has the right to license the Medisolv Software and Documentation to Client as granted herein without the consent of any third party. Medisolv will not grant any rights or licenses to any intellectual property or technology that would conflict with Medisolv's obligations under this Agreement.

3.2. Warranty of Performance. Medisolv warrants and represents that (i) the Medisolv Software as delivered and accepted by Client will (a) perform in accordance with the Documentation, (b) will provide the data abstraction as described in Exhibit 1, and (c) will provide the data submission as described in Exhibit 1 and that meets the requirements established by CMS, TJC, Mass Health, and under Get With The Guidelines specifications, (ii) Medisolv will not reduce or eliminate functionality in the Medisolv Software, unless such functionality is considered redundant or obsolete by Medisolv and provided such changes would not interfere with successful abstraction and timely reporting of required quality measures data and (iii) the Medisolv Software shall be updated in a timely fashion for all future updates to measure specifications according to deadlines required by the respective measure stewards and/or program sponsors. Medisolv's liability for failure to perform in accordance with this warranty established requirements is limited to repairing or replacing the Medisolv Software and re- submission of data as required.

3.3. Illicit Code. Medisolv warrants and represents that: (i) unless authorized in writing by Client; or (ii) necessary to perform valid duties under this Agreement, any Medisolv Software provided to Client by Medisolv for use by Medisolv or Client shall:

(a) not replicate, transmit or activate itself without control of a person operating computing equipment on which it resides; (b) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; or (c) contain no node lock, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data, based on, frequency or duration of use, or other limiting criteria ("Illicit Code"). If any Medisolv Software contains Illicit Code, Medisolv shall, via a document specific to this provision, notify Client in writing and receive a signed acknowledgement of receipt from Client. Such notification shall specifically inform Client of the full extent and nature of the Illicit Code and provide Client with instructions for overriding such Illicit Code in emergencies or (d) any "back door," "drop dead device," "time bomb," "Trojan horse," "virus," or "worm" (as such terms are commonly understood in the software industry) or any other code designed or intended to have, or capable of performing, any of the following functions: (1) disrupting, disabling, deactivating, harming, or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device without the user's consent; or (2) modifying, damaging, deleting or destroying any data or file, or sending data or files to unauthorized parties, without the user's consent.

3.4. Support Services. Medisolv warrants and represents that Support Services for Medisolv Software shall be available from Medisolv for not less than five (5) years from the Effective Date as long as Vizient pays Medisolv for providing the Medisolv Software to Client pursuant to the agreement between Medisolv and Vizient dated April 1, 2019.

3.5. Warranty of Services. Medisolv warrants and represents that services performed by Medisolv or by a permitted subcontractor or agent of Medisolv shall be performed in a timely, professional manner, consistent with the highest practices in the industry and in a diligent and a workmanlike manner, and according to mutually agreed timelines.

3.6. Additional Warranties. Medisolv further represents, warrants and covenants that (i) it will at all times comply with applicable laws in providing the Medisolv Software (including the services provided as a part of the Medisolv Software solution) to Client including but not limited to Federal and state laws regulating the privacy and/or security of PI, PII, and PHI (under HIPAA), (ii) it has and will maintain in full force and effect all licenses required to provide the Medisolv Software to Client and for the Medisolv Software to perform the functions and Medisolv to provide the services as described in the Documentation and Exhibit 1, including Medisolv meeting and continuing to meet all requirements for measure collection and transmission of performance measures data to The Joint Commission as a listed ORYX Vendor, to CMS, and all necessary requirements to be qualified to submit measures under Get With The Guidelines and Mass Health (iii) it will maintain industry standard, HIPAA and state privacy/security law compliant security practices for all Client data whether in rest or in motion, with respect to the handling, receipt, use and transmission of Client data, and (iv) the Medisolv Software and Documentation does not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third party.

3.7. Geographic Limitations on Data. Medisolv warrants and represents that in its provision of Medisolv Software and Support Services to Client, Medisolv will limit the flow of Protected Health Information as such is defined in HIPAA and confidential information to the geographic limits of the United States of America. Client may authorize extraterritorial disclosure of such information by express written permission which must be specific as to the geographic area and specific entities to which the data will be provided.

3.8. Client Reps. Client represents and warrants to Medisolv that (i) it has all requisite power and authority to enter into and perform its obligations under this Agreement; (ii) the execution, delivery and performance of this Agreement is within its power and has been duly authorized by all necessary actions; (iii) to its best knowledge, Client will comply with all applicable laws, statutes, regulations, ordinances and other rules in using the Medisolv Software; and (iv) any and all information provided by Client to Medisolv is truthful and accurate.

3.9. Disclaimer of Warranties. MEDISOLV DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND; EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF SOME WARRANTIES SO THEY MAY NOT APPLY TO CLIENT. IF THIS EXCLUSION IS HELD TO BE UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THEN ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES SHALL BE LIMITED IN DURATION TO A PERIOD OF THIRTY (30) DAYS FROM THE ACCEPTANCE DATE, AND NO SUCH WARRANTIES SHALL APPLY AFTER THAT PERIOD.

3.10. INDEMNIFICATION. Medisolv will defend Client, its Affiliates, and its and their end users (collectively, the "Indemnitees"), at Medisolv's expense, against any and all claims, demands, suits and proceedings ("Claims") made or brought against Client or other Indemnitee by a third party alleging: (i) that the Medisolv Software or Documentation, or the use of the Medisolv Software or Documentation, infringes any patent, copyright, or trademark of a third party or misappropriates such third party's trade secrets.; or (ii) bodily injury (including death) or damage to or loss of property resulting from or arising out of the intentional or negligent act or omission of Medisolv, its agents, subcontractors, or employees; or (iii) a breach by Medisolv of Sections 3.6 and 6. Further, Medisolv will indemnify and hold Client and the other Indemnitees harmless against and any all liabilities, losses, obligations, risks, damages, settlements, fines, penalties, awards, costs, and expenses (including reasonable attorneys' fees) incurred or suffered by Client in connection with such Claims. Promptly upon receiving notice of a Claim, Client will (a) give Medisolv prompt written notice of the Claim; (b) give Medisolv sole control of the defense and settlement of the Claim, which Medisolv shall undertake using counsel reasonably acceptable to Customer (provided that Medisolv may not settle or defend any claim unless it unconditionally releases Client and the other Indemnitees of all liability); and (c) provide to Medisolv, at Medisolv's cost, all reasonable assistance in the defense or settlement of such Claim.

4. LIMITATION OF LIABILITY.

4.1. EXCEPT FOR (A) MEDISOLV'S INDEMNIFICATION OBLIGATIONS OR (B) EITHER PARTY'S BREACH OF SECTION 5, OR GROSS NEGLIGENCE, WILLFUL MISCONDUCT OF VIOLATION OF APPLICABLE LAW (INCLUDING BUT NOT LIMITED TO FEDERAL AND STATE LAWS REGULATING THE PRIVACY AND/OR SECURITY OF PI, PII, AND PHI (UNDER HIPAA)), IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR LOST PROFITS, LOSS OF BUSINESS, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF SUCH POSSIBILITY.

4.2. EXCEPT FOR (A) MEDISOLV'S INDEMNIFICATION OBLIGATIONS OR (B) EITHER PARTY'S BREACH OF SECTION 5, OR GROSS NEGLIGENCE, WILLFUL MISCONDUCT OF VIOLATION OF APPLICABLE LAW (INCLUDING BUT NOT LIMITED TO FEDERAL AND STATE LAWS REGULATING THE PRIVACY AND/OR SECURITY OF PI, PII, AND PHI (UNDER HIPAA)), NEITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT) SHALL NOT EXCEED THE TOTAL DOLLAR AMOUNTS PAID OR PAYABLE TO MEDISOLV UNDER THIS AGREEMENT OR BY VIZIENT TO MEDISOLV FOR PROVIDING THE MEDISOLV SOFTWARE TO CLIENT PURSUANT TO THE AGREEMENT BETWEEN MEDISOLV AND VIZIENT DATED APRIL 1, 2019.

5. CONFIDENTIALITY; OWNERSHIP OF DATA; DATA BREACH.

5.1. Medisolv agrees that it shall not disclose or verify to any third party any Client data which it learned or had access to during the course of its performance of this Agreement, without the prior written consent of Client. This obligation shall survive the cancellation or other termination of this Agreement. The parties agree that any information furnished to one by the other that is marked "confidential" or "proprietary" or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, a party's initiatives, business plans or intellectual property, and employee and medical staff information, constitutes the sole and exclusive proprietary information of the providing party ("Confidential Information").

5.2. "Confidential Information" shall also include any information concerning a disclosing party (whether prepared by a disclosing party or its representatives or otherwise and irrespective of the form of communication (i.e., whether written or oral)) which is furnished to a receiving party or to its representatives now or in the future by or on behalf of a disclosing party that is marked "confidential" or "proprietary" or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure including, without limitation, any business, technical (including but not limited to patented or patent-pending information), marketing, financial, patient, Client, vendor, employee, manufacturing, marketing, sales, research and development, or other information which is communicated by or on behalf of a disclosing party to a receiving party orally, in writing or other physical form. "Tot the extent allowed by Nevada law, each party agrees:

(i) not to disclose any such Confidential Information;

(ii) not to use any such Confidential Information for the benefit of itself or any other person or entity except as expressly provided in this Agreement;

(iii) to keep all Confidential Information in strict confidence; and

(iv) to safeguard all Confidential Information with security measures at least equivalent to the measures that it uses to safeguard its own proprietary or Confidential Information. All Confidential Information obtained

by the receiving party, directly or indirectly, from Client is the exclusive property of the disclosing party, and the receiving party agrees to promptly return or destroy all Confidential Information including any copies, notes or summaries made thereof which the receiving party may have made, may have access to, or may receive or possess to the disclosing party upon the earlier of a request by the disclosing party, the termination of the Agreement or the completion of the discussions and/or business relationship. The receiving party shall not retain any copies or summaries of the Confidential Information unless expressly approved in writing by Client.

5.3. The provisions of this Section 6.1 shall not apply with respect to any information the receiving party can prove (a) was rightfully in the receiving party's possession as a matter of record or known by it without restriction prior to disclosure, (b) is independently developed by those of the receiving party's personnel who did not have access to the Confidential Information as a matter of record, (c) is rightfully obtained from a third party who is not prohibited from transmitting the information by a contractual, legal or fiduciary obligation, or (d) is or (through no improper action or inaction by the receiving party or its employees, agents, officers, directors and/or subcontractors) becomes generally available to the public without license or other restrictions. Additionally, notwithstanding anything else in this Section 6, sharing with Vizient, Inc. including patient data shall be governed by Client's agreement with the Vizient. A party may make disclosures of Confidential Information required by court order, provided such party promptly notifies the other party of the disclosure requirement and cooperates efforts to resist or narrow the disclosure and to obtain an order or other reliable assurance that confidential treatment will be afforded such Confidential Information

5.4. Medisolv acknowledges that it will not acquire any rights in any of Client's data except for use by Medisolv in aggregate statistical analyses or use in "cleansed" or "de-identified" form, for the purpose of comparative benchmarking across its client base (Client data includes patient information or information that relates to patient information) and in accordance with the agreement between Vizient and Medisolv dated April 1, 2019.

5.5. In the event of an unauthorized use or disclosure by Medisolv, its employees, agents or subcontractors of individually identifiable information held by Client ("Personal Information"), Medisolv will immediately give written notice to Client and subject to consent of Client following such notice, Medisolv shall take the following action with respect to such unauthorized use or disclosure: (i) promptly communicate the nature of the unauthorized use or disclosure to those persons whose Personal Information was or likely was used or disclosed in an unauthorized fashion ("Affected Individuals") via written correspondence approved in advance by Client's General Counsel; (ii) if the unauthorized use or disclosure of Personal Information could lead to identity theft or related financial risk to the individual subject(s) of such Personal Information, purchase identity theft monitoring service from a major credit reporting service for each affected Individual offered such service by Client, for a period of time mutually agreed to by Client and Medisolv, but not less than one (1) year; (iii) comply with any and all laws, regulations, governmental orders or other governmental requirements applicable to such unauthorized use or disclosure of Personal Information; and (iv) take all action commercially reasonable to mitigate any damages realized by Client relating to the unauthorized use or disclosure of Personal Information.

5.6 PUBLIC RECORDS: Medisolv 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, and as such its records are public documents available to copying and inspection by the public. If CLIENT receives a demand for the disclosure of any information related to the Agreement which Medisolv has claimed to be confidential and proprietary, CLIENT will immediately notify Medisolv of such demand and Medisolv shall immediately notify CLIENT of its intention to seek injunctive relief in a Nevada court for protective order. Medisolv shall indemnify, defend and hold harmless CLIENT from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Medisolv documents in CLIENT's custody and control in which Medisolv claims to be confidential and proprietary.

6. INSURANCE. Throughout the Term of this Agreement Medisolv shall maintain in force, at a minimum, the insurance coverage described below:

6.1. Medisolv shall maintain, at its sole cost and expense, insurance coverage in accordance with this Section. Medisolv shall provide to Client's Risk Management department an ACORD insurance certificate prior to or as of the Effective Date and annually thereafter, and otherwise within ten (10) business days following Client's request, evidencing all required coverage, with coverage underwritten by a U.S. licensed insurance carrier with an A.M. Best Company rating of no less than "A-VII". The commercial general liability, data privacy and security insurance /cyber liability, commercial automobile liability and umbrella liability policies shall name Client, Client's subsidiaries and affiliates, as their interests may appear, as an additional insured. In addition, the commercial general liability, worker's compensation/employer's liability, and commercial automobile liability policies shall include a waiver of subrogation in favor of Client, Client's subsidiaries and affiliates. The insurance required by this Section shall not be cancelled or materially amended without providing thirty (30) days prior written notice to Client. The insurance coverage required under this Section shall not limit

Medisolv's liability under this Agreement, nor shall such requirements be considered the ultimate amount or types of insurance Medisolv should carry.

6.2. Basis of Coverage. Medisolv should endeavor to obtain insurance coverage on occurrence basis forms. Coverage may be provided on a claims-made basis, but Medisolv must (prior to the effective date of termination of Medisolv's then-current insurance coverage and at its sole expense) either: (a) procure replacement policies for the same coverage for at least three years past the expiration or earlier termination of this Agreement; or (b) purchase three years' extended reporting coverage in the amounts required in this Section for all claims arising during the Term.

6.3. Commercial General Liability Insurance. Medisolv shall maintain commercial general liability insurance for bodily injury and property damage to third parties, including premises/operations, products-completed operations, independent contractors, contractual liability and personal/advertising injury in the following minimum amounts:

$1 million each occurrence;

$2 million general aggregate;

$2 million products/completed operations aggregate; and

$1 million personal and advertising injury.

This policy must be primary to any coverage maintained by Client, must be non-contributory, and must include Additional Insured Broad Form Vendors coverage pursuant to ISO Endorsement CG2015 or its equivalent.

6.4. Workers' Compensation/Employer's Liability Insurance. Medisolv shall maintain workers' compensation coverage as required by statute, which (unless otherwise agreed to in writing by Client) must be in the form of a workers' compensation insurance policy. Medisolv must maintain employer's liability insurance in an amount not less than: (i) $1 million per accident; (ii) $1 million for disease policy limit; and (iii) $1 million disease coverage per employee.

6.5. Commercial Automobile Liability Insurance. Medisolv shall maintain primary commercial automobile liability insurance for bodily injury and property damage to third parties arising from the ownership, maintenance, or use of an owned, non-owned, or hired vehicle in an amount not less than $1 million combined single limit.

6.6. Umbrella Liability Insurance. Medisolv shall maintain umbrella/excess coverages with excess limits of not less than $2 million per occurrence, and $2,000,000 in the aggregate, which such coverage is in addition to the coverages described in Sections 12.B, and D above.

6.7. Data Privacy and Security Insurance / Cyber Liability Insurance. If, in connection with Medisolv's provision of products or services under this Agreement, Medisolv will be creating, receiving, maintaining, transmitting, analyzing or storing protected health information ("PHI"), employee records, personally identifiable information or confidential data, Medisolv agrees to maintain privacy and security liability insurance (or its equivalent, sometimes referred to as "Cyber/Data Network Security" insurance) covering liabilities resulting from or arising from acts, errors, or omissions, in connection with the products or services provided under this Agreement, which are associated with any breach or loss of any PHI or personally identifiable information. Such insurance shall provide coverage not less than $10 million per claim and $10 million aggregate.

6.8. Professional Liability Insurance. If, in connection with Medisolv's provision of products or services under this Agreement, Medisolv provides or performs professional services, Medisolv shall maintain professional liability insurance covering negligent acts and errors and/or omissions arising out of the rendering of or failure to render professional services under this Agreement, whether committed or alleged to have been committed by Medisolv or by its employees, contractors or others for whom Medisolv is legally responsible, with minimum limits of $5 million per claim and $5 million aggregate. The professional liability insurance required by this paragraph may be satisfied pursuant to a blended Technology Errors & Omissions policy which may include data privacy and security insurance/cyber liability insurance.

6.9. Subcontractor Insurance Coverage. Medisolv shall require all subcontractors it uses in connection with this Agreement to secure and maintain insurance in the amounts and types, and otherwise meeting all of the requirements, set forth in this Section, as if Medisolv performed the work or provided the service performed or provided by the subcontractor. Medisolv shall cause Subcontractor to provide to Client an ACORD insurance certificate prior to or as of the Effective Date and annually thereafter, and otherwise within ten (10) business days following Client's request.

6.10. Self-Insurance. Medisolv may provide self-insurance meeting all of the minimum requirements and limits set forth in this Section; provided, however, that if Medisolv desires to provide self-insurance, Medisolv shall provide to Client, prior to or as of the Effective Date and annually thereafter, a letter of self-insurance reasonably satisfactory to Client and, if requested by Client, an independent, third party actuarial firm attestation report documenting the financial soundness and viability of Medisolv's self-insurance program.

7. ASSIGNMENT. Neither party may assign its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party, not to be unreasonably withheld; except that either party may assign this Agreement to any entity controlling, controlled by or under common control with that party, or to any successor to such party by reason of acquisition, merger or reorganization.

8. GOVERNMENT REQUIREMENTS.

8.1. Omnibus Reconciliation Act of 1980. To the extent that Section 952 of the Omnibus Reconciliation Act of 1980 (the "Act") and the regulations promulgated thereunder are applicable to this Agreement, Medisolv and the organizations related to it, if any, performing any of the duties pursuant to this Agreement valued at Ten Thousand Dollars ($10,000) or more in any twelve (12)-month period shall, until four (4) years after the furnishing of Services pursuant to this Agreement, comply with requests by the Comptroller General, the Secretary of the Department of Health and Human Services, and their duly authorized representatives for access (in accordance with Section 952 of the Act) to any contract or agreement between Medisolv and Client for Services and to any contract or agreement between Medisolv and such related organizations, as well as the books, documents and records of Medisolv and its related organizations, if any, which are necessary to verify the cost of the Services provided. Medisolv shall promptly advise Client of such request, and shall promptly provide to Client copies of any documents so provided. Neither party shall be deemed to have waived any attorney-client or work-product privilege by virtue of this Section.

8.2. Exclusion from Federal Healthcare Programs. Medisolv represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). Medisolv agrees to notify Client within five (5) business days of Medisolv's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of Medisolv or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that Medisolv or any of its employees is excluded from any Federal Health Care Program or placed on the OFAC's blocked list, it shall be a material breach and this Agreement shall immediately terminate without penalty to Client, unless Client elects in writing to continue this Agreement. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.

9. TERM AND TERMINATION. The term of this Agreement shall commence on the Effective Date, and shall continue through 12/31/2025(the "Term"). Each party shall have the right to terminate this Agreement by written notice to the other if a party has materially breached any obligation herein and such breach remains uncured for a period of thirty (30) days after written notice of such breach is sent to the other party. Client may terminate Support Services with or without cause upon ninety (90) days written notice to Medisolv. The rights and obligations of such provisions that by their nature survive termination shall continue to bind the parties after termination of this Agreement. If Client terminates its subscription for the Vizient Clinical Data Base, this Agreement will automatically terminate upon termination of the Vizient Clinical Data Base subscription. Upon any termination of this Agreement, Medisolv will continue to provide the Medisolv Software to Client for all reporting periods that relate to the periods up to and including the date of termination of this Agreement.

10. EXPORT RESTRICTIONS. This Agreement is expressly made subject to any applicable laws, regulations, orders, or other restrictions on the export of the technology or information about the Medisolv Software which may be imposed from time to time. Client shall not export the Medisolv Software, information about the Medisolv Software or any product containing the Medisolv Software without complying with such laws, regulations, orders, or other restrictions.

The Medisolv Software shall not be exported or re-exported (i) to Cuba, Iran, Iraq, North Korea, Rwanda, Sudan and Syria and any and all other persons and entities prohibited under the United States Export Administration Regulations, as amended from time to time, nor (ii) to any person or entity on the United States Department of the Treasury's Office of Foreign Asset Control's Sanctions Programs, including without limitation, the list of Specially Designated Nationals and Blocked Persons, as amended from time to time.

11. LICENSE TO U.S. GOVERNMENT. The Medisolv Software is a “commercial item” as that term is defined at 48 CFR §2.101 consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 CFR §12.212 or 48 CFR §227.7202, as applicable; and the Medisolv Software is licensed to the United States Government end users only as a commercial item and with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

12. GENERAL PROVISIONS.

    12.1. Complete Agreement. This Agreement, together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior understandings, representations, agreements, and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence. Modifications and amendments to this Agreement, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

    12.2. Waiver and Severability. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

    If any provision of this Agreement is held invalid, void, or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this Agreement shall be enforceable in accordance with its remaining terms.

    12.3. Applicable Law. The laws of the State of Nevada, without respect to its rules on conflicts of laws and without application of the Uniform Computer Information Transactions Act, shall govern any dispute or controversy between the parties relating to or arising out of this Agreement or any amendment or modification thereof. All proceedings relating to or arising out of the subject matter hereof shall be maintained exclusively in the courts situated in Clark County, Nevada, and Medisolv hereby consents to personal jurisdiction and venue therein and hereby waives any right to object to personal jurisdiction or venue therein.

    12.4. Notices. Notices hereunder shall be deemed effective at the following times when sent in writing to the address set forth above each party’s respective signature: (i) one business day after being sent by Federal Express or other nationally recognized overnight delivery services, with fees prepaid, for next day delivery, or (ii) upon receipt if sent by any other means.

    12.5. Independent Contractor. Medisolv and Client are independent contractors in all relationships and actions under and contemplated by this Agreement. Except as expressly set forth herein, this Agreement shall not be construed to create any employment, partnership, joint venture, or agency relationship between the parties or to authorize Medisolv to enter into any commitment or agreement binding Client, including, but not limited to, the offering or extension by Medisolv of any representation, warranty, guarantee, or other commitment on behalf of Client.

    12.6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each person signing below represents and warrants that they are duly authorized to bind their respective entities by their signature below.

12.7 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 Medisolv 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.

Medisolv, Inc.
10440 Little Patuxent Parkway, Suite 1000
Columbia, Maryland 21044

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

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: Mason VanHouweling

Title: Chief Executive Officer

Date: _____

Exhibit 1
To Medisolv Product Subscription Agreement

- ENCOR Abstraction software shall support case abstraction of the following supported measures:
  - CMS IQR Chart abstracted measures
  - CMS OQR Chart abstracted measures
  - TJC ORYX Chart abstracted measures
  - Get With The Guidelines Stroke Registry and Heart Failure abstracted measures (for an additional fee)
    - GWTG Stroke - $3,100 Annually per CCN
    - GWTG Heart Failure - $2,500 Annually per CCN
  - Mass Health quality reporting measure set (for an additional fee)
- Standard implementation includes receipt of a standard data file created by the client in a format specified by Medisolv and uploaded to the Medisolv secure data center in Microsoft Azure.
- Medisolv shall provide remote training via Webex session.
- Vizient Client agrees to notify CMS and/or The Joint Commission that it has terminated services with any existing core measure services provider and designate Medisolv as its new vendor. Vizient Client will require its existing service provider to complete all corrections prior to a date to be coordinated with Medisolv within 30 days of the effective date of this Agreement. Vizient Client will commence its use of ENCOR at the start of the identified quarter for all subscribed measures and will not be permitted to split the period between two vendors.
- Medisolv shall submit quarterly patient data for the required measures to CMS and/or TJC.
- Medisolv shall submit quarterly patient data to Vizient Inc. for analytics and inclusion in the CDB product.
- Medisolv shall provide Vizient Client's with benchmarking from its client base for measures submitted under this Agreement.
- Any work performed by the Medisolv support organization as part of Work Orders not covered under standard implementation and submission services included in this Agreement shall be billed on a time and materials basis, at rates mutually agreed to in such Work Order. Medisolv shall obtain Client approval through Work Orders prior to commencement of such work. Medisolv shall invoice Client monthly for all services performed on a time and materials basis.
- On-site time presence of Medisolv staff is not anticipated and not included in the CDB subscription fee. On-site training is available only if requested by Client for specialized training or Work Orders will be charged a minimum of eight (8) hours per service call plus travel expenses, to be reasonable and within Client's current travel policy guidelines and preapproved by the Client as detailed in Exhibit 2, Section 2.2.

Exhibit 2
To Medisolv Product Subscription Agreement
Support Service Terms

1. GENERAL SUPPORT SERVICES DESCRIPTION. The Support Services performed are subject to all terms and conditions of the Agreement unless otherwise set forth herein. Support Services include a two tier support process as follows:

   1.1. Tier 1 Support. "Tier 1 Support" will be provided by Medisolv's designated technical support team ("Tier 1 Support Team"). Tier 1 Support is provided by the Medisolv Clinical Consultant assigned to the client. The Medisolv Clinical consultant will generally assist with questions regarding product functionality (including formalized training), product performance, issue resolution (excluding issues qualifying as "Tier 2" issue), abstraction guidelines, and any regulatory requirements including submission deadlines.

   (a) Communication Methods. Tier 1 Support issues shall be reported to the Tier Support Team by the designated help desk contacts and shall be communicated by email at EncorSupport@medisolv.com, telephone (443.539.0505 x221) or via the following designated Medisolv websites [(http://help.medisolv.net/encor) and (http://help.medisolv.net/support/tickets/)].

   (b) Availability. The Tier 1 Support Team will be available during Normal Business Hours. For purposes of this agreement, "Normal Business Hours" shall mean Monday through Friday (excluding New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day), 8:00 am to 5:00 p.m. Pacific Time. A Medisolv technician is on call for emergency coverage outside Normal Business Hours. Medisolv shall provide a response time of 24 business hours from the time the issue is reported with contact via phone or e-mail. Medisolv Software shall have an uptime availability as outlined in Section 2.3 of the Medisolv product subscription agreement.

   Tier 1 Support tickets can be opened with the following information: title, Medisolv product, ticket type (bug, enhancement, question), priority, description, optional upload of supporting attachment.

   1.2. Tier 2 Support. "Tier 2 Support" will be provided by Medisolv's designated technical support team ("Tier 2 Support Team") and shall apply after Tier 1 Support has had the opportunity to resolve the pending issue. Tier 2 support is provided by the Medisolv Engineering department and typically includes worksheet logic and data issues.

   (a) Communication Methods. All Tier 2 Support issues shall be initiated by a Tier 2 Support Team member within 24 hours of a Tier 1 Support issue not being able to be resolved.

   (b) Escalation to Tier 2 Support and Applicable Response Times. The following escalation procedures shall apply to all Tier 2 Support issues:

   (i) For change/new feature requests, the Tier 2 Support Team will log in such request for consideration in the next major release of the Medisolv Software.

   (ii) For Tier 2 Support issues that do not stop the Client from using the Medisolv Software, the Tier 2 Support Team will record the issue and the Tier 2 Support Team will act as a resource for the Tier 2 Support Team until resolution is accomplished.

   (iii) For issues that do stop the Client from using the Medisolv Software, the Tier 2 Support Team will record the issue, and such issue will obtain "priority" status by Engineering for its development tasks. Medisolv shall provide a response time of eight business hours from the time the issue is reported. For calls that occur before 8:00am or after 5:00 pacific standard time, an on-call Member support representative will be available to log or document calls for the Tier 1 and Tier 2 support team if they cannot be immediately resolved.

2. TERMS OF SUPPORT.

   2.1. Medisolv shall provide support for the Medisolv Software after implementation has been completed and accepted with the Documentation provided by Medisolv. Medisolv shall also provide Maintenance Releases and Upgrade Releases for the Medisolv Software, along with updated Documentation, as appropriate. The following is relevant to the Support Services:

   (a) *Maintenance Releases* consists of multiple patches and includes minor enhancements and/or Error corrections to the Medisolv Software (i.e. 1.1).

   (b) *Upgrade Releases* may consist of Maintenance Releases or minor enhancements and are based on subsequent versions of the Medisolv Software when and if generally available to Clients, but excludes

major new functionality released in subsequent versions, and excludes new modules, utilities, or other add-on software products.

(c) *Error* means any failure of the Medisolv Software to conform in any material respect to the then current functional specifications for the Medisolv Software, which Medisolv agrees to resolve within 24 hours to the best of its ability. However, any nonconformity resulting from a Client's alteration, or damage of the Medisolv Software, or the Client's integrating the Medisolv Software with any other software not supplied or identified as compatible by Medisolv, will not be considered an Error.

(d) *Current versions* are the most recently released versions of the Medisolv Software.

(e) *Supported Versions* are subject to all the services described in this Agreement for a period of 24 months after they are released. Supported Versions are at least one earlier release from the current version of the Medisolv Software.

(f) *Sunset Versions* are not subject to all the services described in these Support Services terms and are considered as no longer supported. Sunset Versions includes any versions of the Medisolv Software that are not Support Versions or Current Versions. Technical support for Sunset Versions can be extended on either a 1 or 2 year basis, pricing of which will be determined by mutual consent between the client and Medisolv.

2.2. End user personnel training for the Medisolv Software, inclusive of training materials and web-enabled training sessions are included in this agreement. Onsite member training as needed/requested by member, is not included in this agreement but will be provided for an extra fee of $5000 per eight hour day training session (each eight hour session is comprised of two Medisolv trainers) plus standard travel and accommodation reimbursement. Through a separate Work Order, Client can request services or software provided by Medisolv, which services or software are outside the scope of this Agreement or not included in the Support Fees. These services or software will be provided upon mutual written agreement of the parties and may include:

(a) Custom programming for Ad hoc reports used in the Medisolv Software.

(b) Support services requested beyond the support hours as described in these Support Services terms.

2.3. Medisolv reserves the right to immediately terminate Support Services if any of the following occur:

(a) The Medisolv Software are not used in accordance with the Documentation.

(b) The Medisolv Software have been subject to any alteration or modification made by Client or a third party that is not authorized by Medisolv, except to the extent such modification or alteration is contemplated by the Documentation or the Agreement.

(c) Changes made by the Client or a third party to the Medisolv Software in its operating environment that are not supported by the Medisolv Software as outlined in the functional specifications for the Medisolv Software.

(d) Client's misuse or damage of Medisolv Software, or Client's combination or merging of the Medisolv Software with any software not supplied or identified as compatible by Medisolv.

(e) Termination of services both with and without cause between Client and Medisolv

2.4. Support Services to be provided by Medisolv do not include:

(a) repair, replacement, correction or adjustment of any malfunction caused by modification of the Medisolv Software by anyone other than Medisolv or a party authorized by Medisolv;

(b) new Medisolv products providing functionality beyond ENCOR Abstraction measures and related services are not covered under this agreement; and

(c) system administration services including: (i) network and Client hardware maintenance; (ii) Windows Server operating system and Unix System Administration.

3. REMOTE ACCESS. Remote access to any of Client's systems for maintenance and support of Medisolv Software and for any other purpose allowed by this Agreement is subject to compliance with the Client's remote access and other security requirements. Medisolv's access may require prior certification by Client that Medisolv complies with Client's security policies and standards. Client may modify these security requirements and Medisolv must comply with the most recent version of Client's security requirements. Medisolv must ensure that each of its personnel having access to any part of Client's computer system: (i) is assigned a separate log- in ID by Client and uses only that ID when logging on Client's system; (ii) logs-off Client's system immediately upon completion of each session of service; (iii) does not allow other individuals to access Client's computer system; and (iv) keeps strictly

confidential the log-in ID and all other information that enables access. Medisolv must promptly notify Client upon termination of employment or reassignment of any of its personnel with access to Client's computer system.

If Client revises the requirements for access to its computer system, then Client must notify Medisolv of the changed or additional requirements and Medisolv must comply with them as a prerequisite to further access. Client may require each individual who is to be allowed access to Client's computer system to acknowledge the individual's responsibilities in connection with the access.

Exhibit C
Data Authorization Form

Permission to Access and/or Transmit Hospital Data

We, the participant(s) named below ("Participant"), give Vizient, Inc. ("Vizient") permission to receive from Medisolv, Inc. ("Medisolv"), and for Medisolv to transmit to Vizient, our hospital data utilized in Medisolv's ENCOR-A hospital quality measures abstraction solution products ("Medisolv Products") in which we participate, and for Vizient to conduct additional analyses on the data, and use our data in Vizient programs ("Vizient Products") in which we participate. If applicable, Participant also authorizes Vizient, to transmit hospital data to Medisolv for use by Medisolv in connection with Medisolv Products in which Participant is enrolled, including but not limited, to core measures submissions for The Joint Commission, the Centers for Medicare/Medicaid, and, if applicable, Participant's ancillary data transmission needs (Get With the Guidelines, and/or Mass Health). We understand that the reports generated by Vizient become the sole property of Vizient. This permission covers any patient-level, patient-identified hospital data collected from the effective date for reporting periods commencing in 2019 and going forward. Any Protected Health Information, as defined under the rules promulgated under the Health Insurance and Accountability Act of 1996, as amended ("HIPAA"), that is provided to Vizient is subject to the existing Business Associate Agreement between us and Vizient. This permission extends so long as Participant is participating in Vizient Products.

_____	Chief Executive Officer
Authorized Signature	Title
Mason VanHouweling	_____
Printed Name	Date

Participant name(s):

University Medical Center of Southern Nevada

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: 3

Corporate/Business Entity Name:	Vizient, Inc.	
(Include d.b.a., if applicable)		
Street Address:	290 E. John Carpenter Freeway	**Website:** www.vizientinc.com
City, State and Zip Code:	Irving, Texas 75062	**POC Name:** **Email:** brian.hayungs@vizientinc.com
Telephone No:	972-830-0000	**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 ☒ 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)? To the best of Vizient's knowledge,

   ☐ 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: Brian Hayungs — Print Name: BRIAN HAYUNGS

Title: VICE PRESIDENT — Date: 1/8/2018

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Agreement for Rapid Patient Service Desk Activation II with Bluetree Network, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Agreement for Rapid Patient Service Desk Activation II with Bluetree Network, Inc.; 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 Center: 3000991100
Description: Patient Service Desk Activation II
Bid/RFP/CBE: NRS 332.112 & 332.115(1)(b)
Term: 11/30/2020 – 12/31/2021
Amount: $4,800,000
Out Clause: 30 days without case

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

BACKGROUND:

This request is for approval of UMC's Agreement with Bluetree Network, Inc. ("Bluetree") for Rapid Patient Service Desk Activation II in an amount not to exceed $4,800,000 for the term. The Agreement is needed to meet the needs of the hospital during the COVID-19 pandemic; specifically, Bluetree will provide UMC support with patient calls regarding MyChart accounts and scheduling in accordance with service level metrics.

The term of the Agreement is from November 30, 2020 through December 31, 2021, with the option to terminate without cause with 30 days' prior written notice. Staff also requests authority for the Chief Executive Officer to exercise the extension option, at his discretion, if deemed beneficial to UMC.

In accordance with NRS 332.112, the competitive bidding process is not required as the services are immediately necessary for UMC to respond to the COVID-19 emergency. Also, pursuant to NRS 332.115(1)(b), the services are professional in nature.

UMC's Director of Patient Access Services and Eligibility & Financial Services has reviewed the Agreement and recommends approval. The Agreement was approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
December 9, 2020

Agenda Item #
14

Bluetree Network, Inc. currently holds a Clark County business license.

DocuSign Envelope ID: D33E7A00-8B57-478A-B56A-F807C28AF573

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR RAPID PATIENT SERVICE DESK ACTIVATION II

BLUETREE NETWORK, INC.
NAME OF FIRM
Raychel Haberer, Director Client Service
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1255 Fourier Drive, Suite 101 Madison, WI 53717
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(608) 729-7355
(AREA CODE) AND TELEPHONE NUMBER
(608) 237-2450
(AREA CODE) AND FAX NUMBER
rhaberer@bluetreenetwork.com
E-MAIL ADDRESS

DocuSign Envelope ID: D33E7A00-8B57-478A-B56A-F807C28AF573

AGREEMENT FOR
RAPID SERVICE DESK ACTIVATION II

This Agreement for Rapid Service Desk Activation (the "Agreement") is made and entered into this 30th day of November, 2020 ("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 BLUETREE NETWORK, INC. a Wisconsin Corporation (hereinafter referred to as "COMPANY"), for Rapid Patient Service Desk Activation (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 with a budget allowance not to exceed $4,800,000, as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from on or around November 30, 2020 through December 31, 2021 ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) following the pricing table and not-to-exceed amount of $4,800,000.00. HOSPITAL's obligation to pay COMPANY cannot exceed the not-to-exceed amount.

B. Terms of Payments

1. Each invoice received by HOSPITAL must include an End of month metrics Report based on actual satisfactory work performed to date in accordance with the completion of tasks indicated in Exhibit A - Scope of Work.
2. Payment of invoices will be made within thirty (30) calendar days upon receipt of an accurate invoice(s) with supporting documentation that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
    a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
    b. A "BUDGET SUMMARY COMPARISON" which outlines the total amount COMPANY was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
    c. HOSPITAL's representative shall notify COMPANY in writing within 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 the terms listed in this Section II. 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 the terms listed in this Section II.
4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within 30 calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have

not been previously paid to COMPANY.

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

C. HOSPITAL's Fiscal Limitations

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

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

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

B. No services for which an additional compensation will be charged by 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 COMPANY, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her

responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within 30 days, HOSPITAL may terminate this Agreement for default.

C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.

D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.

E. COMPANY will follow HOSPITAL's standard procedures as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including HOSPITAL's Policy I-66 (Contracted Non-Employees/Allied Health Non-Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment) and I-179 Policy (Vendor: Roles, Responsibilities and Credentialing), as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request.

F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.

G. EPIC Application for Access

COMPANY agrees to complete and submit the EPIC Application for Access. Approval of the EPIC Application for Access and completion of the associated EPIC training is required for performance of the Agreement. COMPANY shall provide proof of successful submission prior to execution of this Agreement.

H. It shall be the duty of the COMPANY to assure that all products / 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 / work products:

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.

I. 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.

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

SECTION VI: SUBCONTRACTS

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

B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work.

COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its subcontractor Affiliates.

C. All subcontractors performing on this contract shall be Epic certified and COMPANY will provide certifications upon request of HOSPITAL.

D. 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, Daniel Price, Assistant Director, IT telephone number (702) 224-7155 or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.

C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.

E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

A. Time is of the essence of this Agreement.

B. COMPANY shall complete the PROJECT in accordance with the milestones contained in **Exhibit A** of this Agreement.

C. 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 VIIII: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least 10 working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. In the event HOSPITAL suspends performance by COMPANY for any cause other than the error or omission of the COMPANY, for an aggregate period in excess of 30 days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. Termination

1. Termination for Cause

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

a. not less than 10 calendar days' written notice of intent to terminate; and

b. an opportunity for consultation with the terminating party prior to termination.

2. Termination for Convenience

a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after the COMPANY is given not less than 30 calendar days' written notice of intent to terminate; and

b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and

ii. Any payment due to the COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.

b. Upon receipt or delivery by COMPANY of a termination notice, the COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V Paragraph I.

c. If after termination for failure of the COMPANY to fulfill contractual obligations it is determined that the COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.

d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of the COMPANY assigned to the performance of this Agreement.

4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

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

SECTION X: NOTICES

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

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

TO COMPANY: BlueTree Network, Inc.
Attn: Legal Department
Cc: legal@bluetreenetwork.com
1255 Fourier Drive, Suite 101
Madison, WI 53717

SECTION XI: 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 COMPANY

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

C. Immigration Reform and Control Act

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

D. Public Funds / Non-Discrimination

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

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. Liability

Any claims made by HOSPITAL for any loss, cost, interest, penalty, expense or other damage or claim, including reasonable attorneys' fees ("losses") arising from this Agreement will be limited to the amount of $3MM (Three Million Dollars).

G. Governing Law / Venue

Nevada law shall govern the interpretation of this Agreement. Venue shall be any state or federal court of competent jurisdiction in Clark County, Nevada.

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 the 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 the 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 the Agreement.

K. Covenant

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

L. Confidential Treatment of Information

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

M. ADA Requirements

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

N. Non-Excluded Healthcare Provider

COMPANY represents and warrants to HOSPITAL that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, COMPANY or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such COMPANY or its affiliates or to their knowledge against any employee, COMPANY or agent engaged to provide items or services under this Agreement (collectively “Exclusions / Adverse Actions”).

O. Public Records

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

P. Publicity

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

of the other party.

Q. Business Associate Agreement

HOSPITAL and COMPANY understand and acknowledge that during the performance of this Agreement, both parties may become aware of or come into possession of information that contains Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and must remain secured, confidential, and protected in accordance with HIPAA and any other applicable federal and state statutes, rules, and regulations. In connection therewith, the parties agree to be bound by its legal obligations as expressly agreed to in the Business Associate Agreement dated **July 26, 2018**, which is herein incorporated into this Agreement by this reference.

R. Travel Policy

The following are the acceptable travel guidelines for reimbursement of travel costs:

Reimbursement shall only be for the contract personnel.

Transportation:

- Domestic Airlines (Coach Ticket). Number of trips must be approved by HOSPITAL.
- Personal Vehicle: HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel.

Meals: All meal charges will be paid up to and not to exceed $50 per day. This includes a 15% tip.

Lodging: Lodging will either be booked by HOSPITAL or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed $150 per night.

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid-size or smaller. HOSPITAL will reimburse up to $150 per week. Return re-fuel cap of $50 per vehicle.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the ***original itemized receipts*** with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed.

- Company's Invoice
  - With copy of executed Agreement highlighting the allowable travel
  - List of travelers
  - Number of days in travel status
- Hotel receipt
- Meals receipts for each meal
- Airline receipt
- Rental receipt (Identify driver and passengers)
- Gas re-fuel upon return of rental vehicle capped at $50 per vehicle
- Airport long term parking (only for economy rate)

The following are some of the charges that will ***NOT*** be allowable for reimbursement (not all inclusive):

- Excess baggage fares
- Upgrades for transportation, lodging, or vehicles
- Alcohol
- Room service
- In-room movie rentals
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Mileage
- Travel time

DocuSign Envelope ID: D33E7A00-8B57-478A-B56A-F807C28AF573

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth below.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____ _____

MASON VANHOUWELING DATE
Chief Executive Officer

COMPANY:

BlueTree Network, Inc.

DocuSigned by:

By: Jeremy Schwach 12/1/2020
1F0D585499C44CF...

Jeremy Schwach DATE

Chief Executive Officer/President

EXHIBIT A
RAPID PATIENT SERVICE DESK ACTIVATION

SITUATION/SCOPE:

HOSPITAL patients are calling at unprecedented volumes due to COVID-19. HOSPITAL requires a partner who can serve as the first line of defense in providing MyChart assistance to these patients. COMPANY has proven experience supporting patient MyChart calls and select patient help queues (each a "Contact") as agreed to by both COMPANY and HOSPITAL. COMPANY will provide HOSPITAL with remote end-user support (e.g., by telephone) including demonstrating system functions and answering general knowledge questions related to MyChart. COMPANY will also answer "how-to" questions, and questions covered in the Knowledge Database, as provided by HOSPITAL.

COMPANY TASKS:

- Support MyChart patient Contacts of unknown volume and scale up with matrixed support based on requirements of HOSPITAL
- Set up and troubleshoot MyChart accounts for patients (e.g. Zoom)
- Support and troubleshoot patient self-scheduling
- Set service level agreements ("SLAs") forty-five (45) days from Go-Live Date

HOSPITAL REQUIREMENTS:

COMPANY can begin taking calls from HOSPITAL'S patients within three (3) business days from the time COMPANY receives the following items from HOSPITAL ("Implementation Period"):

- Knowledge Articles. On an ongoing basis during the term of the Agreement, HOSPITAL will provide COMPANY with information about HOSPITAL'S operating environment, policies, procedures and such other information and materials (including training materials) that HOSPITAL deems necessary to provide COMPANY with the information necessary to perform the Services ("Knowledge Articles"). COMPANY will use the information and materials delivered by HOSPITAL in their efforts to resolve MyChart Contacts ("Knowledge Database")
- Active patient list
- User list
- Access to Epic MyChart Administration tool for password resets
- A single point of contact from HOSPITAL, dedicated for the entire three (3) business-day Implementation Period and on an ongoing basis in a limited capacity, as agreed upon by HOSPITAL and COMPANY

Immediately following completion of the Implementation Period, COMPANY will take over responsibility for responding to HOSPITAL's MyChart Contacts (the date on which COMPANY commences its provision of these Services shall be referred to as the "Go-Live Date"). In the event that COMPANY is unable to resolve a patient's issue, COMPANY will provide a cold hand-off of that call to HOSPITAL's support personnel.

SLAs:

Each aspect of COMPANY'S performance that will be measured and reported by COMPANY (each, a "Service Measure") is set forth below:

1. **Average Time to Answer**. 80% of the Contacts related to MyChart will be answered within sixty (60) seconds upon completion of the greeting.
2. **Abandonment Rate**. 15% or less. Abandonment is defined as the caller hanging up before being connected to a live agent after being in the queue for fifteen (15) seconds or more.

Exclusions:

The following types of contacts ("Exclusions") will be excluded from the metrics:

- Callers that hang up in less than fifteen (15) seconds after being in queue;
- Contacts that are not in the scope of COMPANY's Services;
- Contacts that are related to a Major Incident; and
- Contacts during mutually agreed upon exclusion periods such as addition of new sites or other Planned Events

COMPANY will exercise best efforts to meet or exceed the Service Measure metrics above. COMPANY anticipates being able to meet the Service Measure metrics within forty-five (45) days after the Go-Live Date, subject to any changes in Contact volume after commencement of Services. COMPANY will measure Service Measure metrics during the forty-five (45) day period after the Go-Live Date (the "Stabilization Period"), however any variance in the Service Measures will be forgiven during the Stabilization Period. COMPANY will measure and monitor the performance for each Service Measure in a manner that permits reporting at a level of detail sufficient to verify COMPANY'S compliance with the Service Measures.

EXCUSED FAILURES:

A. *Breach by COMPANY*. COMPANY'S failure to meet a Service Measure metric shall not constitute a breach under the Agreement if: (a) the failure is caused by, or results from, a Force Majeure Event (as defined in Section C below) or is otherwise expressly excused under the terms set forth in this Exhibit A; (b) the failure occurs during a month designated as excluded by mutual agreement of the parties (e.g., due to system upgrades or the launch of new applications that may materially impact call volumes); or (c) the failure is directly attributable to HOSPITAL'S failure to perform (or cause to be performed) or improper performance of HOSPITAL;S express responsibilities under this Agreement. The parties agree that the month of upgrades shall be excluded on the basis of subsection (b) above.

B. *Major Incidents:* Regardless of incident priority assigned by HOSPITAL, a major incident is defined as an event which has significant impact or urgency for HOSPITAL, and which demands a response beyond the routine incident management process. All metrics (ATA, and Abandonment Rate) will be excused in the event of a Major Incident.

C. *Force Majeure Events*. A Force Majeure Event is any event beyond COMPANY'S reasonably control including, but not limited to: (a) a flood, a fire, an earthquake, or an explosion; (b) a war, an invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (c) actions, embargoes, or blockades in effect on or after the date of this Agreement; (d) a national or regional emergency; (e) an epidemic or pandemic; or (f) a shortage of adequate power.

PLANNED EVENT:

- The term "Planned Event" refers to planned outages, implementation and roll-out of new entities or modules (e.g., adding Community Connect or a new community partner) and bringing new locations on-line with the Epic System.
- Notification of Planned Event.
  - Each party will provide the other with at least five (5) days advance written notice of any Planned Events that may impact the Services.
  - Any Planned Events that are outside of the scope of the Services must be presented in the form of a written change order and will be implemented by COMPANY only upon its signed written agreement. Any such Planned Events may require price adjustments, revisions or additions to the Service Measures, and such other terms and conditions as agreed to between COMPANY and HOSPITAL. The failure of HOSPITAL and COMPANY to reach mutual agreement regarding the terms of any Planned Event shall not be considered a breach or otherwise affect the terms and conditions of this Exhibit A.
- Planned Event Communications.
  - User Communications. HOSPITAL will be responsible for appropriate and adequate communication with its user base regarding any Planned Event, including: communications in advance of the Planned Event regarding anticipated timing, user impact, and service additions; communications during the Planned Event regarding progress and any changes to timing, user impact, or service additions; and notice of the resolution of the Planned Event.
  - Communications. HOSPITAL will also be responsible for communicating with COMPANY regarding the Planned Event. HOSPITAL must provide COMPANY with any Knowledge Articles relevant to a Planned Event in a timely manner so as to reasonably permit COMPANY to train its personnel and take such other steps necessary such as creation of Knowledge Database materials in anticipation of the Planned Event. Fourteen (14) days prior to the event is the preferred schedule for receiving documentation.
  - Exclusion from SLAs. COMPANY will be forgiven for any variance in the Service Measures during any Planned Events with where HOSPITAL cannot provide COMPANY with known expected volume associated with the Planned Event. COMPANY will make reasonable efforts to accommodate volumes up to and including hiring temporary staff for all Planned Events, as applicable.

PRICING:

COMPANY will provide Services to HOSPITAL for a fee (the "Service Fee") based on the total number of HOSPITAL Contacts handled by COMPANY (which shall be determined based on data obtained by COMPANY'S telephone systems) (the Monthly Contact Volume, or "MCV"). The Service fees charged during the term of this Agreement shall be as follows:

MyChart Subscription Rates	
Contacts per Month	**Price per Month**
Up to 1,000	**$15,880**
1,001-2,000	**$26,100**
2,001-3,000	**$38,890**
3,001-4,000	**$51,850**
4,001-5,000	**$64,375**
5,001-6,000	**$77,250**
6,001-7,000	**$90,120**
7,001-8,000	**$102,295**
8,001-9,000	**$115,080**
9,001-10,000	**$126,990**
>10,001	**$12.70/contact**

MCV is calculated based on inbound handled calls and for each transaction worked out of HOSPITAL'S MyChart queues and/or in a managed email box as provided by HOSPITAL.

Upon request, COMPANY can provide HOSPITAL additional pricing tiers if contact volume exceeds 10,000 Contacts per month.

MISCELLANEOUS:

COMPANY will help HOSPITAL create an escalation matrix for Contacts to be sent to HOSPITAL'S team for resolution. COMPANY will notify HOSPITAL, in writing and via phone call, if weekly threshold of calls exceeds 1,700

COMPANY will coordinate with HOSPITAL to facilitate transfer of HOSPITAL's current phone number. COMPANY will provide regular status reports indicating key metrics such as Average Time to Answer and Abandonment rate.

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:	BlueTree Network, Inc.	
(Include d.b.a., if applicable)	N/A	
Street Address:	4513 Vernon Blvd, Ste 301	**Website:** https://www.bluetreenetwork.com/
City, State and Zip Code:	Madison, WI 53705	**POC Name:Legal Department** **Email:legal@bluetreenetwork.com**
Telephone No:	(608)729-7355	**Fax No:** (608)237-2450
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)
Reggie Luedtke	Founder	28.5%
Theodore Gurman	Founder	32.5%

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

1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

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

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature

Jeremy Schwach
Print Name

President
Title

07/11/18
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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Lease Contract with WRI Charleston Commons, LLC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada ("UMC") the Lease Contract for the Nellis Primary and Quick Care location with WRI Charleston Commons, LLC; and take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000728000
Fund Name: UMC Operating Fund
Funded Pgm/Grant: N/A
Description: Lease Contract for Nellis Primary and Quick Care
Bid/RFP/CBE: N/A
Term: Five Years – January 1, 2021 to December 31, 2025
Amount: $1,532,127.53
Out Clause: Terminable for Cause or Fiscal Fund Out

BACKGROUND:

Since March 1994, UMC has had an agreement with WRI Charleston Commons, LLC (previously Charleston Commons Associates LP) to lease office space for the Nellis Primary and Quick Care located at 61 N. Nellis Boulevard, Las Vegas, Nevada. On November 16, 1999, the Board approved a new agreement with Lessor increasing the rentable square footage from 7,200 to 9,600 square feet with a new lease term of 10 years, and with an annual rate increase of five percent (5%). On March 3, 2020, the Board of County Commissioners approved a six-month Letter of Extension on the lease, extending it through December 31, 2020 for a monthly fee of $18,400.00.

This request is for approval of a new, five-year lease from January 1, 2021 through December 31, 2025 for the Nellis Primary and Quick Care location, for a total of $1,532,127.53. This amount includes all rent, CAM charges and estimated increases, utilities, taxes and insurance for the entire lease term. Through execution of this Lease, UMC will receive a construction allowance/reimbursement from landlord in an amount equal to the lesser of $144,000.00 or actual construction costs, or UMC's tenant improvements at the site.

The Executive Director, Medical Staff Services and Ambulatory Care has reviewed and recommends approval of this Lease Contract. This Lease Contract has been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
December 9, 2020

Agenda Item #
15

CLC/paj/CH T - 21785
10/14/2020, 11/09/2020, 11/18/2020, 11/19/2020,
11/20/2020, 11/23/2020

LEASE CONTRACT

THIS LEASE CONTRACT entered into by and between "Landlord" and "Tenant" on this the _____ day of _____, 2020, in accordance with the terms and conditions hereinafter set forth.

W I T N E S S E T H:

ARTICLE I. BASIC PROVISIONS AND CERTAIN DEFINED TERMS

When used herein, the following terms shall have the indicated meanings:

1. **"LANDLORD":** WRI Charleston Commons, LLC
"NOTICE ADDRESS": P.O. Box 924133, Houston, TX 77292-4133, Attn: General Counsel

2. **"TENANT":** University Medical Center of Southern Nevada, a county-owned hospital
"TENANT'S TRADE NAME" (d/b/a): Quick Care
"NOTICE ADDRESS": Attn: Contracts Management, 1800 West Charleston Blvd., Las Vegas, NV 89102

3. "**GUARANTOR":** None

4. **"LEASED PREMISES":** Approximately 9,600 square feet constituting part of the Shopping Center as shown on Exhibit "A".

5. **LEASE TERM:**
"COMMENCEMENT DATE": January 1, 2021.
"TERMINATION DATE": December 31, 2025.

6. **"MINIMUM RENT":**

January 1, 2021 – December 31, 2021:	$ 18,400.00 per month
January 1, 2022 – December 31, 2022:	$ 18,952.00 per month
January 1, 2023 – December 31, 2023:	$ 19,520.56 per month
January 1, 2024 – December 31, 2024:	$ 20,106.18 per month
January 1, 2025 – December 31, 2025:	$ 20,709.36 per month

7. **"PERCENTAGE RENT":** N/A

8. **"PERMITTED USE":** For the operation of a licensed medical office providing primary care and/or urgent care medical services to walk-in patients for episodic care and for no other purpose. Further, in no event shall the Leased Premises be advertised as an abortion clinic, nor shall a part of the medical services rendered at the Leased Premises consist of performing abortions.

9. **"SECURITY DEPOSIT":** $18,000.00 to be transferred in accordance with Article XIII hereof. No additional security deposit will be due and owing.

10. **ADDITIONAL CHARGES** (Additional Charges shall commence on the "Commencement Date" as defined in Paragraph 5 above.):

"COMMON AREA PAYMENT":	$2,816.83 / month	**"TAX PAYMENT"**:	$724.22 / month
"INSURANCE PAYMENT":	$445.91 / month	**"WATER COSTS"**:	Included in Tenant's Common Area Payment
"**SPRINKLER COSTS**":	$80.00 / month		
"**ELECTRIC COSTS**":	$356.00/month		

THE SUBMISSION OF THIS LEASE FOR EXAMINATION BY TENANT AND/OR EXECUTION THEREOF BY TENANT DOES NOT CONSTITUTE A RESERVATION OF OR OPTION FOR THE LEASED PREMISES AND THIS LEASE SHALL BECOME EFFECTIVE ONLY UPON EXECUTION BY ALL PARTIES HERETO AND DELIVERY OF A FULLY EXECUTED COUNTERPART HEREOF BY LANDLORD TO TENANT.

ARTICLE II - PREMISES

SECTION 2.01. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Leased Premises which shall be a portion of a building situated or to be situated substantially in the location identified as the Leased Premises on Exhibit "A", attached hereto and made a part hereof for all purposes, such building to be constructed or being constructed on part of the tract of property described in Exhibit "B", attached hereto and made a part hereof for all purposes. The land described in Exhibit "B" (as may be reduced or increased from time to time) and any existing and/or future buildings, parking area, sidewalks, service areas or other improvements now existing or hereafter erected thereon are sometimes herein referred to as the "Shopping Center". Landlord reserves the right to place under or over the Leased Premises pipes, wires and lines serving other areas of the Shopping Center provided such right is exercised in a manner which does not unreasonably interfere with Tenant's business.

SECTION 2.02. In determining the floor area of the Leased Premises, distances shall be measured from the exterior face of all exterior walls and the center of all partition walls, which separate the Leased Premises from any interior area. Walls separating the Leased Premises from a mall and corridor walls shall be deemed to be exterior walls of the Leased Premises.

SECTION 2.03. Tenant acknowledges that Tenant is currently in possession of the Leased Premises pursuant to the Prior Lease (as defined in Section 25.01 below) and hereby accepts the Leased Premises in its existing “AS-IS” condition and, acknowledges further, that Landlord has no obligation to perform any construction work within or make any repairs to the Leased Premises except as otherwise set forth in this Lease.

ARTICLE III - TERM

SECTION 3.01. The term of this Lease (the “Lease Term”) shall commence on the Commencement Date and shall terminate on the Termination Date, unless sooner terminated in accordance with the terms and conditions hereinafter set forth. At the request of Landlord from time to time made, Tenant will execute one or more memoranda or letters stating the commencement and termination dates of the Lease.

SECTION 3.02. Notwithstanding the fact that the Lease Term will commence at a date subsequent to the execution of this instrument by Landlord and Tenant, such parties intend that each shall have vested rights immediately upon the signing of this instrument and that this instrument shall be fully binding and in full force and effect from and after execution hereof by Landlord and Tenant.

SECTION 3.03. The term "Lease Year" shall, in the case of the first Lease Year, mean the period which commences with the Commencement Date and terminates on the last day of the twelfth (12th) full calendar month after the Commencement Date. If a Minimum Rent Commencement Date is provided in Article I.6. hereof, then the first Lease Year shall be the period which commences on the Commencement Date and terminates on the last day of the twelfth (12th) full calendar month after the Minimum Rent Commencement Date. If the Commencement Date is not the first day of a calendar month, the first Lease Year shall include the partial month, if any, at the beginning of the Lease Term. Each subsequent Lease Year shall mean a period of twelve (12) full calendar months commencing with the date following the last day of the first Lease Year, and commencing with each subsequent annual anniversary of such day. The last Lease Year of the Lease Term shall be the period which commences on the day immediately following the last day of the preceding Lease Year and terminates on the last day of the Lease Term. Accordingly, such last Lease Year may be less than twelve (12) full calendar months.

SECTION 3.04. Landlord covenants that Tenant, upon paying all Minimum Rent and other charges due under this Lease and performing and observing all of the other terms and conditions of this Lease to be performed or observed by Tenant, shall peacefully and quietly have, hold and enjoy the Leased Premises and the appurtenances thereto throughout the Lease Term without hindrance, ejection or molestation by Landlord.

ARTICLE IV - RENTAL

SECTION 4.01. Tenant covenants and agrees to pay to Landlord the Minimum Rent in Houston, Harris County, Texas, at P.O. Box 301074, Dallas, TX 75303-1074, or at such other address as Landlord may from time to time designate in writing. Payments made to a lockbox are not reviewed or read, and any written statements or notices addressed to the lock box or written on a check deposited in a lockbox are not binding or enforceable upon Landlord. All Minimum Rent payments shall be made on the first day of each calendar month, monthly in advance, for each and every month during the Lease Term. Upon the Commencement Date, Minimum Rent and Additional Rent shall be payable for the first full calendar month of the Lease Term; but if the Lease Term does not commence on the first day of a calendar month, a pro rata part of Minimum Rent and Additional Rent shall be payable for such partial month. Any prepaid or advance rental actually paid by Tenant shall be applied toward all amounts due under this Lease as the same accrue.

SECTION 4.02. Intentionally Omitted.

SECTION 4.03. All rent and other sums hereunder provided to be paid by Tenant shall be due and payable by Tenant without demand, deduction, abatement or off-set except as expressly provided herein. All sums and charges of whatsoever nature required to be paid by Tenant pursuant to the terms of this Lease (including, without limitation, all payments set forth in Article XX, below entitled "Additional Rent") constitute additional rent (whether or not same be designated "Additional Rent") and failure by Tenant to timely pay any amount due hereunder may be treated by Landlord as a failure by Tenant to pay Minimum Rent.

SECTION 4.04. The relation created by this lease is that of landlord and tenant. No provision of this Lease shall be construed to create a joint venture, partnership, or other business association between Landlord and Tenant. In no event shall Tenant be the agent of Landlord nor shall Landlord be liable for the debts of Tenant.

ARTICLE V – UTILITIES

SECTION 5.01. Commencing upon tender of possession of the Leased Premises to Tenant, Tenant will at its own cost and expense pay for all water, sanitary sewer, gas, electricity and other utilities used in the Leased Premises and will be solely

responsible for any and all charges and liabilities for same. Such payments shall be made directly to the supplier of any utility separately metered (or submetered) to the Leased Premises and on such equitable basis as may be determined by Landlord with respect to any such utilities which are metered to Tenant in common with other occupants of the Shopping Center. As of the date hereof, the costs for water and sanitary sewer service at the Leased Premises are included in the Common Area Operating Costs for which Tenant pays its proportionate share pursuant to Section 20.02 hereof. Landlord reserves the right to require that Tenant pay for water and sanitary sewer service directly to Landlord, in lieu of including same in Common Area Operating Costs, in which event Tenant will pay "Water Costs" in an amount which accurately reflect Landlord's estimate of Tenant's actual water usage, and additionally, Landlord may submit an invoice to Tenant for the difference between the actual cost of supplying water to the Leased Premises and the amount theretofore paid by Tenant during any calendar year. For electric service, Tenant shall initially pay the "Electric Costs" set forth in Article I.10 of this Lease for each and every month during the term of this Lease, and Landlord shall have the right, exercisable by notice to Tenant at any time during the term of this Lease, to adjust the monthly amount Tenant shall pay for Electric Costs to more accurately reflect Landlord's estimate of Tenant's actual electricity usage, and additionally, Landlord may submit an invoice to Tenant for the difference between the actual cost of supplying electricity to the Leased Premises and the amount theretofore paid by Tenant during any calendar year. Additionally, Tenant shall pay to Landlord a proportionate share (determined on an equitable basis) of any professional fees and expenses incurred by Landlord for utility consultants employed in connection with attempts to reduce the utility costs for the Shopping Center, upon advance written notice to Tenant that such costs will be incurred.

SECTION 5.02. Interruptions or malfunctions of any utility services shall not constitute an eviction or disturbance of Tenant's use or possession of the Leased Premises or a breach by Landlord of any of Landlord's obligations hereunder or render Landlord liable for any damages or entitle Tenant to be relieved from any of Tenant's obligations hereunder or grant Tenant any right of off-set or recoupment, except that in the event any utility service to the Leased Premises is interrupted due to the negligence of Landlord, or Landlord's employees, agents or contractors, and, as a result, Tenant is unable to and does not, conduct business in the Leased Premises, and if such interruption continues for a period of twenty-four (24) consecutive hours or more after Tenant notifies Landlord of such interruption, then commencing upon the date the twenty-fourth (24^{th}) hour of continuous interruption occurs and continuing through the date prior to the date the interrupted service is restored, Minimum Rent and Additional Rent shall be abated based upon the number of days of continuous interruption as compared to the total number of days in the applicable calendar month. Such abatement shall be Tenant's sole and exclusive remedy arising out of any interruption of utility services due to Landlord's negligence or the negligence of Landlord's employees, agents or contractors.

ARTICLE VI - USE

SECTION 6.01. Tenant will use the Leased Premises solely for the Permitted Use. Tenant will not use or permit use of the Leased Premises for any other purpose without the written consent of Landlord. The Leased Premises shall be advertised as and operated under Tenant's Trade Name. Tenant, at its own expense: will comply with all Federal, State, municipal and other laws, codes, ordinances, rules and regulations applicable to the Leased Premises (including, without limitation, complying with all applicable laws governing the handling and disposal of biomedical waste), any construction by Tenant at the Leased Premises, and the business conducted therein by Tenant. Tenant will comply with such reasonable regulations as Landlord may promulgate regarding sanitation, cleanliness and other matters at the Leased Premises or within the Shopping Center, including without limitation removal of garbage, trash and other waste. Tenant will not conduct any auction or bankruptcy or fire or "lost-our-lease" or "going-out-of-business" or similar sale or make any unlawful use of the Leased Premises or permit any unlawful use thereof.

SECTION 6.02. Tenant shall occupy and use the entire Leased Premises continuously during the entire Lease Term seven (7) days per week during reasonable business hours for the purpose provided above and will operate such business during such period with diligence and in accordance with the best standards of operation of such business.

SECTION 6.03. Landlord hereby agrees to contract for the supplying of a "dumpster" for Tenant's use. Tenant shall place all of its trash from the normal operation of its business activities at the Leased Premises (excluding construction) into the dumpster container provided by Landlord, and Tenant agrees that no other trash container may be utilized by Tenant outside the Leased Premises. Landlord hereby agrees to contract for a dumpster service which will empty the dumpster on a regular basis.

In consideration for Landlord's supplying a dumpster and contracting for the service to said dumpster, Tenant shall reimburse Landlord for the cost of such service, which such cost shall be included in Tenant's "Common Area Payment" (as hereinafter defined). In Landlord's sole judgment, should Tenant's usage of said dumpster service exceed the usage of other tenants in the Shopping Center (calculated on a per square foot basis), Landlord shall have the right to increase the amount paid by Tenant in its Common Area Payment to more accurately reflect Tenant's actual usage.

Alternatively, at any time upon thirty (30) days' written notice to Tenant, Landlord may terminate Tenant's right to use Landlord's dumpster service program and require that Tenant contract separately for trash disposal services. Thereafter, Tenant shall be responsible, at its sole cost and expense, for the removal of its trash and rubbish, and Tenant's Common Area Payment shall not include fees for such services.

SECTION 6.04. Tenant agrees that if during the term of this Lease, either Tenant or any person, corporation, partnership, joint stock association, trust or other firm or entity which controls Tenant or is controlled by Tenant or is under common control with Tenant (and also, in the event Tenant is a corporation, if any officer or director thereof or shareholder owning more than ten percent [10%] of the outstanding stock thereof, or parent, subsidiary or related or affiliated corporation) either directly or indirectly, commences operation of any store operating under the same Trade Name or essentially duplicating the Permitted Use, within a radius of three (3) miles of the Leased Premises, which Tenant acknowledges is a reasonable area for the purpose of this provision, then in such event, the monthly Minimum Rent payable by Tenant hereunder shall be one hundred twenty-five percent (125%) of the amount stipulated in Article I.6. hereof for each calendar month during the term hereof during which such operations are conducted. Such adjustment in rent reflects the estimate of the parties as to the damages, which Landlord would be likely to incur by reason of the diversion of business and customer traffic from the Leased Premises and Shopping Center to such other store within such radius, as a proximate result of the establishment of such other store. This provision shall not apply to the following store(s) presently being operated by Tenant as of the date hereof (if none, state "None"): NONE.

SECTION 6.05. So long as Tenant is open and operating its business in the Leased Premises for the Permitted Use described in Article I.8 hereof, and there has not occurred an "Event of Default" (as defined in Article XV hereof), Landlord agrees that it will not, after the date hereof, directly lease space in the Shopping Center to any other tenant whose primary business will be a licensed medical office providing primary care services or urgent care services to walk-in patients (hereinafter a "Competing Business"). This limitation shall not apply to: (i) present tenants (or their assignees or sublessees) whose leases may not prohibit such use; (ii) any tenant, present or future, operating an imaging clinic or imaging center; (iii) any tenant, present or future, operating as a medical office that does not offer or advertise primary care or urgent care services and sees at least ninety percent (90%) of its patients by appointment only; (iv) any tenant, present or future, whose primary business is for a medical office providing medical services, such as, by way of example but not limitation, a dental office, a pediatrician, an optometrist, an orthodontist, or a chiropractor; or (v) any tenant, present or future, operating a rehabilitation clinic or work related injury rehabilitation clinic, or (vi) any tenant, present or future, whose is operating as an occupational health, physical therapy , or sport therapy facility. If, at any time during the term of the Lease, Tenant should cease operating its business at the Leased Premises (except for cessation of operations caused and continuing solely by reasons of Force Majeure, as hereinafter defined) then the provisions of this Section 6.05 limiting Landlord's right to lease space in the Shopping Center for the purpose set forth above shall be immediately rendered null and void.

In the event Landlord shall enter into any such lease and a tenant shall actually open and operate a Competing Business, then Tenant shall give Landlord written notice of such violation, and Landlord shall have ninety (90) days from receipt of the notice within which to cure the violation. If such violation is not cured within such ninety (90) day period, then Tenant, as its exclusive remedy, shall have the right to pay, in lieu of the Minimum Rent stated in this Lease, an amount equal to fifty percent (50%) of the Minimum Rent otherwise payable under the terms of this Lease (hereinafter "Reduced Rent") until the violation has been cured; provided, however, the payment of such Reduced Rent shall not continue in effect for longer than twelve (12) months, and after twelve (12) months of the payment of Reduced Rent, Tenant must elect to either (i) terminate this Lease upon thirty (30) days' prior written notice to Landlord, or (ii) keep this Lease in effect and to again commence payment of Minimum Rent at the rates provided in this Lease. Time is of the essence. If Tenant fails to give Landlord written notice of termination within ten (10) days after expiration of the twelve (12) month Reduced Rent period, Tenant will be deemed to have elected to keep this Lease in effect and recommence the payment of Minimum Rent at the rates provided in the Lease. Nothing contained herein shall be deemed to reduce the amounts payable by Tenant as Additional Rent during any period that Tenant has the right to pay Reduced Rent.

ARTICLE VII - COMMON AREA

SECTION 7.01. Landlord will provide and maintain a "Common Area" (as hereinafter defined) in the Shopping Center and make necessary repairs thereto and, except when prevented from doing so by causes beyond its control, Landlord will also provide lighting in the parking area in the Shopping Center from dusk until the later of (i) 9:30 o'clock P.M., or (ii) one-half hour after the closing hour of the tenants occupying ninety percent (90%) of the floor area of all stores in the Shopping Center. Landlord, in Landlord's reasonable discretion, as needed from time to time, will use commercially reasonable efforts to include the following items as part of Landlord's maintenance of the Common Area: (i) power washing the sidewalks located in the Common Area adjacent to the Leased Premises on a quarterly basis; and (ii) providing monthly pest control service for the Commons Areas. Tenant, its employees, customers and invitees shall have the non-exclusive use, along with others, of the Common Area. Landlord shall have the right, from time to time, to change the arrangement, layout and/or size of the Common Area, and designate employee parking spaces and tenant truck loading zones, and to do and perform such other acts in the Common Area as Landlord shall, in its good faith judgment, determine to be advisable. Landlord shall have the right, from time to time, to establish, modify and enforce rules and regulations with respect to the Common Area. For purposes of this Lease, the phrase "Common Area" means all or any part of the Shopping Center not leased or rented or held by Landlord for the purposes of being leased or rented to other tenants as may from time to time be designated or treated by Landlord as part of the Common Area. Nothing in this Article or elsewhere in this Lease shall be construed as constituting the Common Area, or any part thereof, as part of the Leased Premises. Nothing contained in this Lease shall require or obligate Landlord to provide security services in all or any portion of the Shopping Center. To the extent Tenant deems it necessary or prudent to provide security services in the Leased Premises Tenant shall have the right to provide such services at Tenant's sole cost.

SECTION 7.02. Tenant will at all times keep all merchandise and displays within the Leased Premises.

SECTION 7.03. Within sixty (60) days after the Commencement Date, Landlord designate four (4) non-exclusive parking spaces adjacent to the Leased Premises and identified on Exhibit "A" attached hereto as "Patient Parking Only". In no event, however, will Landlord be obligated to enforce Patient Parking Only, and in no event shall Tenant be permitted enforce the Patient Parking Only through any other means whatsoever, including, without limitation, through towing or the placement of flyer or adhesive stickers on vehicles In the event any current, future, or prospective future tenant objects to such Patient Parking Only signs or requests similar signs for its premises, Landlord may remove such Patient Parking Only signs designations from such parking spaces and such removal shall not be deemed a breach of this Lease.

ARTICLE VIII - ASSIGNMENT AND SUBLETTING

SECTION 8.01. Notwithstanding any provision herein to the contrary, Tenant agrees not to assign or in any manner transfer this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Without limiting any other reasonable basis for withholding consent, it shall not be unreasonable for Landlord to withhold its consent if: (i) an "Event of Default" (as hereinafter defined) has occurred; (ii) the use of the Leased Premises would not comply with the provisions of this Lease; or (iii) in Landlord's reasonable judgment, the proposed transferee does not have the financial capability to perform its obligations under this Lease with respect to the Leased Premises which are the subject of the assignment or sublease. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Landlord shall have the right to charge a reasonable fee for review and approval of any assignment.

SECTION 8.02. If Tenant is a corporation, then any transfer of this Lease from Tenant by merger, consolidation or dissolution or any change in ownership of, or power to vote a majority of the voting stock in Tenant outstanding at the time of execution of this Lease (or at any future time) shall constitute an assignment for the purpose of this Lease. For purposes of this Section 8.02, the term "voting stock" shall refer to shares of stock regularly entitled to vote for the election of directors of the corporation involved.

SECTION 8.03. If this Lease is assigned or if the Leased Premises is subleased (whether in whole or in part) or in the event of the mortgage, pledge or hypothecation of the leasehold interest or grant of any concession or license within the Leased Premises or if the Leased Premises is occupied in whole or in part by anyone other than Tenant, Landlord may nevertheless collect all Minimum Rent and other amounts due under this Lease from the assignee, sublessee, mortgagee, pledgee, party to whom the leasehold interest was hypothecated, concessionee or licensee or other occupant and apply the net amount collected to the amounts payable hereunder, but no such transaction or collection or application thereof by Landlord shall be deemed a waiver of the provisions of this Article or a release of Tenant from the performance by Tenant of its covenants, duties and obligations hereunder.

ARTICLE IX - REPAIR AND MAINTENANCE

SECTION 9.01. Landlord will repair and maintain only the following portions of the Leased Premises: roof; structural portions of the Leased Premises (consisting only of the foundation and members supporting the roof); exterior walls (but excluding interior side of building perimeter walls and all doors, moldings, trim, window frames, door frames, closure devices, hardware and plate glass); sewer system up to the point of connection to the sewer line exclusively serving the Leased Premises; and utility lines located outside the boundaries of the Leased Premises that serve other premises in common with the Leased Premises. If, however, damage to any of the foregoing is caused by the acts or omissions of Tenant, its agents, contractors, employees, customers or invitees, or any burglar, vandal, or unauthorized entrant, then notwithstanding the provisions of Articles XI or XII, Tenant shall bear the cost of such repairs. Tenant shall give Landlord written notice of any repair required to be made by Landlord.

SECTION 9.02.A. All maintenance, repair and replacements other than those required to be made by Landlord in Section 9.01 or Article XI will be made by Tenant at Tenant's cost and expense. Tenant shall not make or permit any penetration in the roof above the Leased Premises. If any such roof penetration is required in connection with Tenant's repair responsibilities, Landlord shall perform such roof penetration at Tenant's cost, which shall be paid within ten (10) days after receipt of an invoice. If Landlord considers necessary any repairs, maintenance or replacements required to be performed by Tenant, under this Lease, and if Tenant refuses or neglects to perform same after reasonable notice (except in the event of an emergency, when no prior notice shall be required), Landlord shall have the right (but no obligation), to perform such repair, maintenance or replacement and Tenant will pay the cost thereof on demand. Tenant shall also be responsible for any damage to the flashing around the rooftop air conditioning unit caused by Tenant or its contractor.

SECTION 9.02.B. Tenant shall be responsible for the routine maintenance and service of the HVAC system not less than quarterly and changing of the air filters not less than monthly. Tenant agrees to maintain records relative to the required HVAC system service. Within seven (7) days after written request from Landlord, Tenant shall provide to Landlord photocopies of the quarterly service reports evidencing that Tenant has complied with the HVAC service requirements. Should Tenant fail to provide such reports within the aforesaid seven (7) day period, then Landlord shall have the right (but not the obligation), upon written notice to Tenant, to assume responsibility for maintenance and service of the HVAC system. Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord for maintenance and service of Tenant’s HVAC system, which shall be payable upon demand.

SECTION 9.03. Tenant will maintain the Leased Premises in a clean, attractive condition and in good repair, and shall keep adjacent sidewalks clean from trash generated by Tenant or Tenant’s patients. Upon termination of this Lease, Tenant will surrender the Leased Premises to Landlord broom-clean and in the same condition in which they existed at the commencement of this Lease, excepting only ordinary wear and tear, damage arising from acts of God, and any damage required hereunder to be repaired by Landlord and shall deliver to Landlord all keys to the Leased Premises. Tenant shall not be required to remove any improvement(s) made to the Leased Premises which were approved by Landlord.

SECTION 9.04. Landlord will have a right to enter the Leased Premises during Tenant's normal business hours to inspect the condition thereof. Except for emergencies, Landlord shall give at least three (3) days’ notice to Tenant’s store manager before entering the Leased Premises to make repairs for which Landlord is responsible hereunder. In case of an emergency, Landlord shall have the right to enter the Leased Premises at any time without having given Tenant prior written notice, but will make a good faith effort to notify Tenant’s store manager as soon thereafter as reasonably possible. In any instance where Landlord enters the Leased Premises for the purpose of making repairs, Landlord will use reasonable efforts not to interfere with Tenant's business operations.

SECTION 9.05. Should any mechanic's liens or other liens or affidavits claiming liens be filed against the Leased Premises or the Shopping Center arising out of the acts or omissions of Tenant, its agents or contractors, Tenant shall cause the same to be cancelled and discharged of record by payment, bonding.

ARTICLE X - ADDITIONS AND FIXTURES

SECTION 10.01. In no event shall Tenant make any exterior or structural alteration or addition to the Leased Premises. Tenant shall have the right to make cosmetic changes and to redecorate the Leased Premises without the prior written consent of Landlord so long as the following conditions are met: (i) the proposed redecorating does not affect Tenant’s storefront, Tenant’s storefront sign, or the roof, foundation, or structural supports of the building of which the Leased Premises is a part; and (ii) the total cost of all work involved does not exceed an amount equal to the product of ten dollars and 00/100 ($10.00) multiplied by the number of square feet in the Leased Premises. Any other alteration or addition to the Leased Premises shall require Landlord’s prior written consent. At such time as Tenant requests such consent, Tenant shall submit plans and specifications for such alterations or additions to Landlord and Landlord agrees to respond to such submission within fifteen (15) business days after receipt.

Prior to Tenant’s commencement of any construction, alteration, addition, improvements, repair or landscaping, Landlord shall have the right to record in the public records a notice of Landlord’s nonresponsibility. Tenant covenants and agrees to give Landlord at least ten (10) days prior written notice of the commencement of any such construction, alteration, addition, improvement, repair or landscaping in order that Landlord shall have sufficient time to record such notice and notify the primary person/company performing the work of Landlord’s nonresponsibility. Tenant’s notice to Landlord shall include the name and address of the primary person/company performing the work.

SECTION 10.02. Upon the termination of this Lease or expiration of the Lease Term, Tenant shall remove all "Removable Trade Fixtures" (as hereinafter defined) and, in addition to other applicable provisions of this Lease regarding such removal, the following shall apply: (i) such removal must be made within five (5) days after the termination of this Lease or prior to the expiration of the Lease Term, as applicable; (ii) Tenant must not be in default of any obligation or covenant under this Lease at the time of such removal; and (iii) such removal must be effected without damage to the Leased Premises or the building of which the Leased Premises are a part. Tenant shall promptly repair all damage caused by such removal. For the purposes hereof, the phrase "Removable Trade Fixtures" means the following: all of Tenant's signs, tables, chairs, desks, racks, merchandisers and displayers, standards, wall brackets, hang-rods, shelves, mirrors, marking equipment, computers, cash registers and business machines and equipment. In no event shall Tenant remove from the Leased Premises any component of the HVAC system, any plumbing fixture(s) or lighting fixture(s), or any pipes, paneling, wall covering or floor covering. All plumbing or electrical wiring connections exposed as a result of the removal of Tenant's Removable Trade Fixtures, or removal of any other alteration(s), addition(s), fixture(s), equipment or property installed or placed in the Leased Premises shall be capped by Tenant in a safe and workmanlike manner.

SECTION 10.03. Tenant shall pay the full amount of all taxes, assessments, impositions, levies, charges, excises, fees, licenses and other sums levied, assessed, charged or imposed by any governmental authority or other taxing authority upon Tenant's leasehold interest or Tenant's business property placed in the Leased Premises and on all alterations, additions, inventory, and other property installed or placed or permitted at the Leased Premises by Tenant and Tenant shall be responsible for any failure by Tenant to pay such obligations relating to Tenant's business or property.

ARTICLE XI - FIRE AND DESTRUCTION OF PREMISES

SECTION 11.01. If at any time during the Lease Term, the Leased Premises or any portion of the Shopping Center should be destroyed or damaged by fire or other casualty, Landlord shall have the election to repair and reconstruct the damaged portion of the Leased Premises and/or the Shopping Center to substantially the condition which existed at the time of Landlord's tender of possession of the Leased Premises to Tenant (with the exception of replacement of the floor covering), or to a so-called "vanilla shell" condition if tendered with prior occupant improvements in place or alternatively, to cancel this Lease. Landlord will notify Tenant of its election within sixty (60) days after receipt of written notice from Tenant of such damage or destruction.

SECTION 11.02. Notwithstanding anything to the contrary contained herein, in the event the Leased Premises are damaged by fire or other casualty: (i) during the last six (6) months of the Lease Term; (ii) such damage was not caused by one or more acts or omissions of Tenant; and (iii) the damage to the Leased Premises exceeds twenty percent (20%) of the replacement cost of the Leased Premises, then Tenant shall have the right to terminate this Lease upon written notice to Landlord provided Tenant assigns to Landlord Tenant's insurance proceeds related to leasehold improvements. In such event, Tenant shall notify Landlord in writing within thirty (30) days after the date of the aforesaid casualty.

SECTION 11.03. In any circumstances described above where Landlord elects to repair and restore the Leased Premises, this Lease shall continue in full force and effect, and such repairs will be diligently pursued by Landlord, subject to delays caused by governmental restrictions, strikes, lockouts, shortages of labor or material, acts of God, war or civil commotion, fire, unavoidable casualty, inclement weather, insurance settlement, preparation of plans necessary to obtain a building permit or any cause beyond the control of Landlord (all of the aforesaid causes for delay being herein sometimes referred to as "Force Majeure"). Minimum Rent shall abate proportionately during the period and to the extent that the Leased Premises are unfit for use by Tenant and not actually used by Tenant in the ordinary conduct of its business.

ARTICLE XII - LIABILITY AND INDEMNITY

SECTION 12.01. Except only as to injury, death or property damage proximately caused by the negligence of Landlord for which Landlord is legally liable, Tenant agrees, to the extent expressly authorized by Nevada law, to indemnify and hold Landlord and Landlord's employees harmless from all losses, claims, suits, actions, damages, and liability (including costs and expenses of defending against all of the aforesaid) arising (or alleged to arise) from any act or omission of Tenant or Tenant's agents, employees, assignees, sublessees, contractors, customers or invitees, or arising from any injury to or death of any person or persons or damage to or destruction of the property of any person or persons occurring in or about the Leased Premises or on the sidewalks adjacent thereto. Additionally, any indemnification by Tenant under this paragraph shall be subject to and limited by the provisions of Chapter 41 of the Nevada Revised Statutes, as applicable. Tenant hereby assumes responsibility for the condition of the Leased Premises and agrees to give Landlord written notice in the event of any damage, defect or disrepair therein. Tenant shall be responsible for the safety and security of Tenant's employees, within the Leased Premises. Except only as to injury, death or property damage proximately caused by the negligence of Tenant for which Tenant is legally liable, Landlord agrees to indemnify and hold Tenant and Tenant's employees harmless from all losses, claims, suits, actions, damages, and liability (including costs and expenses of defending against all of the aforesaid) arising (or alleged to arise) from any act or omission of Landlord or Landlord's agents, employees or contractors or arising in or about the Common Areas of the Shopping Center from any injury to or death of any person or persons or damage to or destruction of the property of any person or persons.

In the event that either Landlord or Tenant sustains a loss by reason of fire or other casualty which is covered (or could have been covered) by a "causes of loss special form (special form) property insurance policy" or other insurance policy or rider thereto, and such fire or casualty is caused in whole or in part by acts or omissions of the other party, its agents, servants or employees, then the party sustaining such loss agrees to look solely to its insurance proceeds or self insurance; and such party shall have no claim or right of recovery against the other party, or its employees, agents, or contractors, and no third party shall have any claim or right of recovery by way of subrogation or assignment or otherwise.

SECTION 12.02. Tenant is self-insured and is subject to the limited waiver of sovereign immunity in Chapter 41 of the Nevada Revised Statutes. Tenant has not waived and, subject to any limitations set forth in this Lease, shall have the right to assert all available N.R.S. Chapter 41 liability limitations in all cases and does not waive any defense or right to indemnification that may exist in law or equity to Tenant.

SECTION 12.03. Tenant agrees to take out and maintain at all times during the Lease Term a commercial general liability insurance policy, including products liability and contractual liability coverage, with minimum limits of not less than

$2,000,000.00 combined single limit. Such policy shall name Landlord (and any of its affiliates, subsidiaries, successors and assigns designated by Landlord) as an additional insured. Landlord acknowledges and accepts that Tenant's general liability and medical malpractice coverage is through its program of self-insurance maintained in accordance with state law. The insurance required by this Section may be maintained through primary, umbrella, or excess policies, or any combination thereof.

SECTION 12.04. The policies of insurance required to be maintained by Tenant hereunder are referred to herein as a "Required Policy" and in the plural as "Required Policies". All Required Policies shall be written on the Insurance Service Office ("ISO") form applicable to the state in which the Leased Premises is located, with a company licensed or authorized to do business in such state and with a company that has an "A.M. Best Rating of at least "A-:VII". All Required Policies shall be endorsed so as to be non-cancellable with respect to Landlord except upon thirty (30) days prior written notice.

SECTION 12.05**.** Landlord shall take out and maintain a "causes of loss special form (special form) property insurance policy" or equivalent property damage insurance on the building containing the Leased Premises in an amount equal to at least eighty percent (80%) of its replacement cost. So long as Landlord, or any parent, subsidiary, joint venture partner or affiliate of Landlord, has a net worth in excess of $50,000,000.00, Landlord may elect to self insure against any loss covered by a causes of loss special form (special form) property insurance policy. Insurance carried by Landlord or Tenant may be carried under blanket insurance policies covering other properties so long as the limits of liability are not thereby reduced.

ARTICLE XIII - SECURITY DEPOSIT

SECTION 13.01. Landlord and Tenant acknowledge the existence of a $18,000.00 security deposit currently being held by Landlord pursuant to the Prior Lease for the Leased Premises. Such Security Deposit will be transferred, and as such, no additional funds shall be payable hereunder upon the execution date of this Lease. The Security Deposit may be commingled by Landlord with Landlord's other funds and shall be received and held by Landlord without liability for interest as security for the faithful performance of all of the terms and provisions of this Lease. If Tenant should default with respect to any covenant, duty or obligation of Tenant hereunder, then the Security Deposit, or any part thereof, may be applied by Landlord toward the damages sustained by Landlord by reason of any such default or toward any indebtedness owing by reason of any failure of Tenant to make any required payment hereunder. At any time or times when Landlord has made any application of all or any portion of the Security Deposit, Landlord shall have the right at any time thereafter to require Tenant to pay an amount equal to the amount(s) so applied such that Landlord will always be in possession of the full Security Deposit. In the event this Lease should be terminated as provided in any Construction Rider attached hereto, Landlord may retain the Security Deposit as liquidated damages for the cost of preparing and revising plans and specifications, costs of lease preparation and execution and/or lost opportunity costs in having held the Leased Premises available for Tenant. Within thirty (30) days after the expiration of the Lease Term, provided that Tenant is not in default in the performance of any provision of this Lease, including, without limitation, the payment of Minimum Rent and Additional Charges due and payable pursuant to this Lease, the Security Deposit, or any balance thereof remaining after deducting therefrom all sums for which Tenant is then indebted to Landlord hereunder will be released to Tenant by means of Landlord's mailing a check therefor to Tenant at the address set forth in Article I.2. for notice to Tenant.

ARTICLE XIV – LANDLORD'S LIEN

SECTION 14.01. To secure the payment of all rent due and to become due hereunder and the faithful performance of this Lease by Tenant and to secure all other indebtedness and liabilities of Tenant to Landlord now existing or hereafter incurred, Tenant hereby gives to Landlord an express first and prior contract lien and security interest on all property (including fixtures, equipment, chattels, inventory and merchandise, and to the extent permitted by applicable law, gaming devices and equipment, if any) which may be placed in the Leased Premises, and also upon all proceeds of any insurance which may accrue to Tenant by reason of destruction of or damage to any such property. All exemption laws are hereby waived in favor of said lien and security interest and in favor of Landlord's statutory lien. This lien and security interest may be foreclosed with or without court proceedings by public or private sale provided Landlord, gives Tenant at least ten (10) days' notice of the time and place of said sale and Landlord shall have the right to become the purchaser, upon being the highest bidder at such sale; provided, however, notice shall not be required if the property is perishable or may quickly decline in value. Landlord shall, in addition to all of its rights hereunder, also have all of the rights and remedies of a secured party under the Nevada Uniform Commercial Code. Tenant hereby authorizes the filing of a National Uniform Commercial Code Financing Statement so that when properly filed, the security interest hereby given shall thereupon be perfected.

SECTION 14.02. Upon the expiration or termination of this Lease, Tenant shall remove from the Leased Premises all furniture, fixtures, equipment, inventory and other property installed or placed or permitted at the Leased Premises by Tenant; however, in no event shall Tenant remove any component of the HVAC system or electrical system, any plumbing fixture, or any pipes, paneling, wall or floor covering, ceiling tiles or lighting fixtures. The Leased Premises shall be left weather tight and secure from any unauthorized entrant. In the event that Landlord shall have taken possession of the Leased Premises in connection with an Event of Default or for any other lawful reason, and provided Landlord has first given Tenant ten (10) days' written notice to remove all of Tenant's Removable Trade Fixtures, inventory and other property from the Leased Premises, Landlord shall have the right to remove from the Leased Premises and Shopping Center (without the necessity of obtaining a distress warrant, writ of sequestration or other legal process) all or any portion thereof and place same in storage at a location within the county in which the Leased Premises are located or dispose of same in any manner acceptable to Landlord. In such event, Tenant shall be liable to Landlord for costs incurred by Landlord in connection with such removal, storage and/or disposal. Notwithstanding any language in this Article XIV to the contrary, Landlord shall comply with all applicable law and regulations with respect to the foreclosure of its lien against any gaming devices and equipment, or the removal thereof from the Leased Premises.

ARTICLE XV - DEFAULT, REMEDIES AND DETERMINATION OF DAMAGES

SECTION 15.01. Each of the following acts or omissions of Tenant or occurrences shall constitute an "Event of Default":

(a) Failure or refusal by Tenant to timely pay Rent or any other sum when due following thirty (30) days' written notice; provided that, in no event shall Landlord be required to give such notice more than two (2) times during any calendar year, and from and after Tenant's third (3rd) such failure or refusal during any calendar year, Landlord shall be entitled to exercise any or all of the remedies set forth in Article XV without prior notice to Tenant; or

(b) Failure or refusal by Tenant to comply with the obligations of Tenant set forth in Article VI and/or Article VIII of this Lease and such failure or refusal continues for a period of twenty (20) days after written notice thereof to Tenant; or

(c) Failure or refusal by Tenant to timely perform or observe any other covenant, duty or obligation of Tenant under this Lease; provided, however, notwithstanding the occurrence of such Event of Default, Landlord shall not be entitled to exercise any of the remedies provided for in this Lease or by law unless such Event of Default continues beyond the expiration of thirty (30) days following notice to Tenant of such Event of Default; however, in the event such other covenant, duty or obligation reasonably requires more than thirty (30) days for the curing thereof, such failure to cure shall not be deemed to be an "Event of Default" if Tenant shall have commenced the curing of such failure within such thirty (30) day period and having commenced such curing carries forward the curing thereof to completion with reasonable diligence; or

(d) Abandonment or vacating of the Leased Premises or any significant portion thereof; or

(e) The entry of a decree or order for relief by a court having jurisdiction over Tenant or any guarantor of Tenant's obligations hereunder in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Tenant or any guarantor of Tenant's obligations hereunder or for any substantial part of either of said parties' property, or ordering the winding-up or liquidation of either of said parties' affairs.

SECTION 15.02. This Lease and the term and estate hereby granted and the demise hereby made are subject to the limitation that if and whenever any Event of Default shall occur, after such notice, if any, as is provided in Section 15.01, Landlord may, at its option, in addition to all other rights and remedies given hereunder or by law or equity, do any one or more of the following:

(a) Terminate this Lease or Tenant's right to possession of the Leased Premises; in either event, Tenant shall immediately surrender possession of the Leased Premises to Landlord; or

(b) Enter upon and take possession of the Leased Premises and expel or remove Tenant and any other occupant therefrom, with or without having terminated the Lease; or

(c) Alter locks and other security devices at the Leased Premises. In the event Landlord exercises its rights to alter the locks at the Leased Premises, Landlord shall only be required to provide Tenant with a new key during Landlord's regular business hours, provided that in no event shall Landlord be required to provide Tenant a new key until such time as Tenant cures all defaults under the Lease (whether Tenant has been previously notified of such defaults and whether any applicable cure period has expired) and, if required by Landlord, Tenant pays to Landlord as a security deposit an amount equal to twice the monthly Minimum Rent and Additional Charges due hereunder.

Exercise by Landlord of any one or more remedies granted or otherwise available shall not be deemed to be an acceptance of surrender of the Leased Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement between Landlord and Tenant.

Upon the occurrence of an Event of Default, provided Landlord has given the notice required in this Lease, Landlord shall not be obligated to give any additional notice prior to exercising any available remedy. Tenant hereby waives any and all notices required under statutory or common law in favor of the notices set forth herein. To the extent of any inconsistency between this Lease and any statutory or common law, and to the extent permitted under applicable law, this Lease shall prevail.

If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Leased Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees to pay Landlord, upon demand, all costs, expenses and disbursements incurred by Landlord in taking such remedial action.

SECTION 15.03. In the event Landlord elects to terminate this Lease due to an Event of Default or in the event Landlord elects to terminate Tenant's right to possession of the Leased Premises without terminating this Lease, Tenant shall be liable for all rent and other indebtedness accrued to the date of such termination, plus such future rent and other indebtedness as would otherwise have been required to be paid by Tenant to Landlord during the balance of the Lease Term. Actions to collect amounts due may be brought from time to time during the aforesaid period, on one or more occasions, without the necessity of waiting until expiration of such period.

SECTION 15.04. In the event Landlord shall have recaptured possession of the Leased Premises due to an Event of Default Landlord, shall have a duty to make a "reasonable attempt" to relet the Leased Premises. Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished, because of Landlord's failure to actually relet the Leased Premises or collect rent due with respect to such reletting so long as Landlord has fulfilled its duty under this Section. Landlord shall be deemed to have made a "reasonable attempt" to relet the Leased Premises by doing the following: (i) posting a "For Lease" sign on the Leased Premises that includes Landlord telephone contact number; and (ii) showing the availability of the Leased Premises for lease on Landlord's internal computer system so as to alert Landlord's leasing executives. Landlord shall not be required to give any preference or priority to the leasing of the Leased Premises over any other space that Landlord may have available in the Shopping Center. Landlord shall not be required to: (a) accept any proposed tenant unless such tenant has a credit-worthiness acceptable to Landlord in its sole discretion; or (b) accept any proposed tenant unless such tenant leases the entire Leased Premises upon terms and conditions satisfactory to Landlord, in Landlord's sole discretion, having taken into consideration all expenditures for requested tenant improvements, broker's commissions and any other leasing cost. Any proceeds received from reletting the Leased Premises shall first be applied toward any costs or expenses incurred by Landlord as a result of the Event of Default, including but not limited to leasing and brokerage fees (including expenses to third party brokers, to Landlord's affiliates or employees of Landlord and its affiliates), attorney fees, and construction expenses (whether

paid to a third party contractor or given as a construction allowance to the successor occupant of the Leased Premises). In no event shall Tenant be entitled to any excess of rent (or rent plus other sums) obtained by reletting the Leased Premises over and above the rent herein reserved.

SECTION 15.05. In any action or proceeding to enforce any provision of this Lease that proceeds to final judgment, the prevailing party shall be entitled to reasonable attorney's fees.

SECTION 15.06. In the event of any default by Landlord, Tenant's exclusive remedy shall be either: (i) an action for damages; or (ii) an action for specific performance in connection with Landlord's repair responsibilities affecting the Leased Premises, or repair responsibilities affecting the Common Area adjacent to the Leased Premises if as result of Landlord's action (or inaction), Tenant, its employees and customers cannot gain access to or use the Leased Premises during regular business hours. Prior to commencing any legal action Tenant shall give Landlord written notice specifying any alleged default in reasonable detail, and Landlord shall thereupon have a reasonable period of time, but in no event less than thirty (30) days, in which to commence to cure such default. If Landlord fails to commence to cure such default or, having so commenced, thereafter fails to exercise reasonable diligence to complete such curing, Tenant may exercise any remedy set forth in this Section. All obligations of Landlord hereunder will be construed as independent covenants, not conditions; and all such obligations will be binding upon Landlord only during the period of its possession of the Shopping Center and not thereafter.

ARTICLE XVI - NON-WAIVER

SECTION 16.01. Neither Landlord's acceptance of rent or any other sums payable by Tenant hereunder (or any portion thereof), nor failure by Landlord or Tenant to complain of any action, non-action or default of the other shall constitute a waiver as to any breach of any covenant or condition contained herein nor a waiver of any of Landlord's or Tenant's rights hereunder. Waiver by Landlord or Tenant of any right shall not constitute a waiver of any other right or for any prior or subsequent default of the same obligation. No right or remedy of Landlord or Tenant hereunder or covenant, duty or obligation hereunder shall be deemed waived unless such waiver is in writing and signed by the party waiving such right.

ARTICLE XVII - EMINENT DOMAIN

SECTION 17.01. If there shall be taken during the Lease Term any portion of the Leased Premises, by any authority having the power of eminent domain, then and in that event, the Lease Term shall cease and terminate, and the date of such termination shall be, at Landlord's election, either the date upon which possession shall be tendered to such authority by Landlord or the date upon which possession is taken by such authority.

SECTION 17.02. Whether or not any portion of the Leased Premises may be taken by such authority, Landlord may nevertheless elect to terminate this Lease or to continue this Lease in effect in the event any portion of any building in the Shopping Center or more than ten percent (10%) of the Common Area of the Shopping Center be taken by such authority.

SECTION 17.03. All sums awarded or agreed upon between Landlord and the condemning authority for the taking of the fee or the leasehold estate, whether as damages or as compensation, shall be the property of Landlord. Tenant hereby assigns to Landlord all proceeds, whether by way of compensation or damages, for loss of the leasehold interest by reason of such taking.

SECTION 17.04. Any amounts specifically awarded or agreed upon by Tenant and the condemning authority for the taking of Tenant's removable trade fixtures and/or the unamortized cost of Tenant's leasehold improvements shall be the property of Tenant. Tenant shall have the right to pursue any separate award from the condemning authority for relocation expenses, loss of business, or other non-real estate related awards; provided any such award does not decrease the amount of the award otherwise due Landlord for the taking of the fee simple interest in the Shopping Center. Landlord shall not be liable to Tenant for any such amounts in connection with such taking.

SECTION 17.05. If this Lease should be terminated under any provision of this Article, rental and other sums due and payable by Tenant hereunder shall be payable up to the date that possession is taken by the taking authority, and Landlord will refund to Tenant an equitable portion of any such rental and other sums paid in advance but not yet earned by such date.

ARTICLE XVIII - HOLDING OVER

SECTION 18.01. If Tenant should remain in possession of the Leased Premises after the expiration of the Lease Term, without the execution of a new lease and with Landlord's consent, Tenant shall be deemed to be occupying the Leased Premises as a tenant from month-to-month, subject to all the covenants and obligations of this Lease, except that as liquidated damages by reason of such holding over, the monthly amounts payable by Tenant under this Lease shall be increased to one hundred fifty percent (150%) of the monthly amounts payable in the last month of the Lease Term. Such month-to-month tenancy may be terminated by either party upon thirty (30) days' notice to the other. Any rent due after notice has been given is to be calculated according to this Section prorated for any partial month of holdover. If Tenant tenders rent pursuant to the formula in this Section, and Landlord accepts such payment, the acceptance of such payment will not operate as a waiver by Landlord of the notice of termination, unless such waiver is in writing and signed by Landlord.

ARTICLE XIX - LANDLORD'S MORTGAGEE

SECTION 19.01. Tenant agrees that its interest under this Lease shall be subordinate to any mortgage, deed of trust or similar device now or hereafter placed upon the Leased Premises or all or any portion of the Shopping Center by Landlord if the mortgagee or beneficiary under said deed of trust or lender for whose benefit any other security device is created so elects, and, upon notice to Tenant of such election, Tenant will execute any instruments required to evidence such subordination.

SECTION 19.02. Landlord and Tenant shall execute and deliver to each other, at such time or times as either Landlord or Tenant may request, a certificate stating: (i) whether or not the Lease is in full force and effect; (ii) whether or not the Lease has been modified or amended in any respect, and submitting copies of such modifications or amendments, if any; (iii) whether or not there are any existing defaults under this Lease to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any; and (iv) such other information as may be reasonably requested. The aforesaid certificate(s)

shall be delivered to Landlord or Tenant, as the case may be, promptly upon receipt of a written request therefor, but in no event more than ten (10) days following receipt of such request.

SECTION 19.03. If Landlord herein does not own the fee to any portion of the property which constitutes the Shopping Center, but instead holds only a leasehold interest therein under a ground lease, then in such event, this instrument shall be a sublease agreement subject and subordinate to the underlying ground lease. If this Lease should be terminated as a result of termination of the said underlying ground lease (regardless of the reason for termination of such underlying ground lease), Tenant shall have no right or claim against Landlord by reason thereof. This Lease is made by Landlord and accepted by Tenant subject to any and all matters of record affecting the Leased Premises or the Shopping Center.

ARTICLE XX - ADDITIONAL RENT

SECTION 20.01. In addition to Minimum Rent, Tenant shall pay to Landlord a Common Area Payment, Tax Payment, and Insurance Payment in the amounts provided in Article I.10 hereof, subject to adjustment as hereinafter set forth.

SECTION 20.02. "**Common Area Operating Costs**" and/or "**CAM**" shall mean all costs and expenses paid or incurred by Landlord in connection with managing, operating, cleaning, repairing, and maintaining the Common Area and any on-site or off-site utilities or detention ponds, retention ponds; and shall include, but not be limited to, providing and maintaining planting and landscaping, including irrigation; providing security services (if any); utilities charges; the costs to provide water and sanitary sewer service to the Leased Premises and other premises in the Shopping Center; costs incurred by Landlord in providing trash removal services for Tenant and other tenants and occupants of the Shopping Center (to the extent that Landlord elects to provide such services); repairing and maintaining the roof of the Leased Premises and the building of which they are a part; painting, repairing and maintaining structural portions of the Leased Premises and the building of which they are a part; a reasonable management fee based on Landlord's gross revenues of the Shopping Center calculated in accordance with generally accepted accounting principles; and a reasonable administrative fee.

Common Area Operating Costs also shall include any "Capital Item" (as hereinafter defined) for which Tenant shall pay Tenant's Share (as defined in Section 20.05 hereof) of such Capital Item amortized over the useful life of such Capital Item according to generally accepted accounting principles consistently applied. For example only, in the case of a Capital Item costing $10,000.00 and having a useful life of ten (10) years, Tenant shall pay its proportionate share of one-tenth (1/10th) of $10,000.00 each year until the expiration of the ten (10) year period. In the example above, if Tenant's Share is 3.94%, then Tenant shall pay annually, over a ten (10) year term, the sum of $39.40 as Tenant's Share of the Capital Item in question ($10,000.00 X 1/10 X 0.0394 = $39.40). Payments for Tenant's proportionate share of Capital Items shall be due and payable only through the term of this Lease, and Tenant will not be responsible for any amounts attributable to the unamortized portion of any Capital Item as of the expiration of the Lease Term. For purposes hereof, the term "Capital Item" shall be defined as any single incident of maintenance, repair or renewal to the Common Area, the cost of which is in excess of $10,000.00 and which is ordinarily capitalized under Generally Accepted Accounting Principles, consistently applied.

Common Area Operating Costs shall not include any of the following: (i) initial construction costs of the Shopping Center or the costs of refurbishment or remodeling the Shopping Center; (ii) advertising and promotional costs incurred in connection with attracting prospective tenants; (iii) leasing commissions, attorneys' fees, and other expenses incurred in connection with negotiations with tenants or prospective tenants; (iv) costs of repairs or other work occasioned by any casualty which is covered by insurance net of deductibles and cost of adjustment; (v) principal and interest on debt or amortization payments on a mortgage or rental under any ground lease; (vi) the costs incurred in maintaining the Landlord's existence as a corporation, partnership, or other entity; (vii) any expenses for repairs or maintenance which are covered by warranties, to the extent such maintenance and repairs are made at no cost to Landlord; (viii) legal expenses for disputes with tenants; (ix) the costs incurred in performing work or furnishing services to individual tenants that does not benefit the Shopping Center; (x) costs of removing hazardous substances, defending claims, or remediation in connection therewith which were not caused by Tenant; (xi) salaries of officers and executives of Landlord; or (xii) any costs due to a sale or aborted sale or leasing or financing or aborted financing of the Shopping Center.

SECTION 20.03. "**Taxes**", as used herein, shall mean all taxes, assessments, impositions, levies, charges, excises, fees, licenses and other amounts levied, assessed, charged or imposed by any taxing authority that accrue on the Shopping Center for each calendar year (or portion thereof) during the Lease Term plus professional fees and expenses for tax consultants or tax-rendering services. Taxes shall include all amounts collected by any taxing authority, whether classified as ad valorem taxes. Tenant waives any right to protest the appraised value of the Shopping Center or to appeal the same.

SECTION 20.04. "**Insurance Premiums**" shall mean the total annual insurance premiums which accrue on all property damage insurance, public liability insurance, rent insurance and other insurance which, from time to time, may be carried by Landlord with respect to the Shopping Center. In the event all or any part of such coverage is written under a "blanket policy" or otherwise in such manner that Landlord was not charged a specific insurance premium applicable solely to the Shopping Center, the amount considered to be the Insurance Premium with respect to such coverage shall be that amount which would have been the annual premium payable using the "ISO Rates" (as defined below) in effect on the first day of such applicable calendar year for a separate causes of loss special form (special form) property insurance policy with respect to the Shopping Center (considering the type of construction and other relevant matters including standard deductible amounts). For purposes hereof, the term "ISO Rates" shall be defined as those rates promulgated by the Insurance Services Office, Inc.

SECTION 20.05. "**Tenant's Share**" of CAM, Taxes and Insurance means an annual amount calculated by multiplying such costs by a fraction, the numerator of which is the ground floor area (in square feet) of the Leased Premises and the denominator of which is the aggregate leasable ground floor area (in square feet) in all buildings in the Shopping Center on January 1 of each calendar year. For any period less than twelve (12) full calendar months, a pro rata portion of the resulting product shall be calculated to determine Tenant's Share. If any third party tenant in the Shopping Center ("Excluded Tenant") is (i) paying real estate taxes based on a separate rendering of said third party's premises, and/or (ii) providing any of the services related to CAM, or making payments directly to the providers of services or utilities to such third party's premises, and/or (iii) maintaining its own policies for the types of insurance identified in this Article XX, then as to Taxes and/or CAM and/or Insurance, the term "Tenant's Share" shall be amended to adjust the denominator of the fraction referenced hereinabove by excluding therefrom the ground floor area (in square feet) of any premises leased to each Excluded Tenant.

Notwithstanding the foregoing, for the first twelve (12) calendar months after the Commencement Date ("Base Year"), the total of Tenant's Share of CAM, Taxes, and Insurance Premiums shall not exceed $0.38 per square foot per month (multiplied by the number of square feet in the Leased Premises) (prorated for any partial year) ("Initial NNN Cap"). After the expiration of the Base Year, (a) the amount which Tenant shall be obligated to pay as Tenant's Share of Common Area Operating Costs (calculated on a monthly, per square foot basis) shall not exceed an amount equal to the "Base Costs" (as hereinafter defined) increased by six percent (6%) per year (compounded annually) for each calendar year after the Base Year; and (b) Tenant shall pay to Landlord Tenant's Share of Taxes and Insurance Premiums notwithstanding the Initial NNN Cap. For purposes hereof, the term "Base Costs" shall be defined as Tenant's Share of Common Area Operating Costs computed on an average monthly basis for the Base Year. The foregoing limitation on increases in the Common Area Payment shall not apply to security costs or utility costs, snow/ice removal costs, costs for trash and debris removal and related clean-up activities at the Shopping Center following a hurricane or tropical storm, or costs for trash removal services for the Shopping Center. Furthermore, should any action or inaction by Tenant result in an Event of Default (as herein defined), and such Event of Default remains uncured at the expiration of the relevant notice period as set forth in Article XV hereof, then the foregoing limitation on the Common Area Payment shall be immediately rendered null and void and without further force or effect.

SECTION 20.06. Unless and until such charges are adjusted by Landlord, Tenant shall pay the Common Area Payment, Tax Payment, and Insurance Payment set forth in Article I of this Lease monthly in advance for each month during the Lease Term. Landlord shall have the right, exercisable by written notice from time to time during the Lease Term, to adjust the amounts payable by Tenant under this Article XX to reflect cost increases incurred by Landlord. If Landlord makes any such adjustment, then with respect to any costs as to which Landlord shall have made such adjustment the following shall apply: (i) commencing upon the date designated by Landlord Tenant shall pay on the first day of each month, in advance, the amount(s) as adjusted by Landlord; and (ii) at the end of each calendar year, including the calendar year during which this Lease terminates, Landlord will give Tenant notice of: (a) the total amount(s) paid by Tenant for such calendar year; and (b) Tenant's Share of CAM, Taxes and Insurance Premiums for such calendar year. If Tenant's Share of any of such costs exceeds the aggregate amount(s) paid by Tenant, Tenant shall pay to Landlord the deficiency within ten (10) days following notice from Landlord. If the aggregate amount(s) paid with respect thereto exceeds Tenant's Share of any of such costs for any calendar year, then Landlord, at Landlord's sole option, will either credit the surplus (net of any amounts then owing by Tenant to Landlord) against the next ensuing installment(s) of any amount due under this Article, or refund the net surplus to Tenant.

SECTION 20.07. If there is presently in effect or hereafter adopted any nature of sales tax or use tax or other tax on rents or other sums received by Landlord under this Lease (herein referred to as "Rent Sales Tax"), then in addition to all rent and other payments to be made by Tenant as provided above, Tenant will also pay Landlord a sum equal to the amount of such Rent Sales Tax. Any Rent Sales Tax shall be due and owing and paid to Landlord at the same time that the rent or other sums for which such Rent Sales Tax is assessed becomes due and payable. The term "Rent Sales Tax" shall not include any income taxes applicable to Landlord.

SECTION 20.08. In addition to the Minimum Rent, Common Area Payment, Tax Payment, and Insurance Payment, Tenant shall pay to Landlord, on a monthly basis, as reimbursement for Landlord's maintenance and repair of the fire sprinkler system in the Leased Premises, the "Sprinkler Costs" as set forth in Article I.10 above. The Sprinkler Costs are calculated based on $0.10 per square foot per year times the number of square feet contained in the Leased Premises.

ARTICLE XXI - NOTICE

SECTION 21.01. Any notice which may or shall be given under the terms of this Lease shall be in writing and sent to the Notice Address of either Landlord or Tenant, by national courier service or certified mail. For purposes of the calculation of various time periods referred to herein, notice delivered by national courier service shall be deemed received when delivered to the recipient's Notice Address and notice delivered by certified mail shall be deemed received when delivered to the recipient's Notice Address upon the earlier to occur of: (i) actual receipt as indicated on the signed return receipt; (ii) the date of first attempted delivery; or (iii) three (3) days after posting as herein provided. Any written notice actually received by the addressee, shall constitute sufficient notice for all purposes under this Lease regardless of the delivery method.

ARTICLE XXII - TENANT'S SIGNS

SECTION 22.01. Tenant shall be responsible for the costs and installation of a building fascia sign and a sign under the canopy of the building of which the Leased Premises are a part. Sign plans shall be prepared by Tenant in accordance with the sign criteria of the Shopping Center and submitted to Landlord for Landlord's prior written approval. Additionally, Tenant shall be solely responsible for compliance with all applicable municipal and regulatory codes, rules and regulations (including, but not limited to, those of the City of Las Vegas, Nevada) relating to Tenant's signs (collectively, "Sign Laws"), and Tenant shall be responsible for taking all necessary corrective measures to ensure such compliance with Sign Laws and paying all fines and penalties associated in any way with the failure to so comply with Sign Laws. Except as approved by Landlord in writing, no sign, placard or advertisement, or exterior or interior window sign, placard or advertisement shall be painted, erected or displayed on the storefront of windows of the Leased Premises and no awnings shall be erected on the Leased Premises. Tenant shall cause Tenant's exterior sign to be placed on a time clock and photoelectric cell device such that the electricity illuminating such sign shall keep Tenant's electric signs on from dusk until 11:00 o'clock P.M., every day during the Lease Term.

ARTICLE XXIII – TENANT'S BANKRUPTCY

SECTION 23.01. This is a lease of real property in a "shopping center" within the meaning of Section 365(b)(3) of the Bankruptcy Code. Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as "rent", shall constitute "rent" for the purposes of Section 502(b)(6) of the Bankruptcy Code.

SECTION 23.02. If, during the Lease Term, Tenant shall become the subject of a voluntary or involuntary bankruptcy, reorganization, composition, or other similar proceeding under the U.S. Bankruptcy Code, then "adequate protection" of Landlord's interest in the Leased Premises pursuant to the provisions of Sections 361 and 363 (or their successor sections) of the Bankruptcy Code, 11 U.S.C. Paragraph 101 et seq. (such Bankruptcy Code, as amended from time to time, being herein referred to as the "Bankruptcy Code") prior to assumption and/or assignment of the Lease by Tenant shall include, but not be limited to, all (or any part) of the following: (i) the continued payment by Tenant of all Minimum Rent and all other sums due and owing under this Lease and the performance of all other covenants and obligations under this Lease by Tenant; (ii) the hiring of security guards to protect the Leased Premises if Tenant abandons and/or ceases operations so long as Tenant remains in possession and control of the Leased Premises to the exclusion of Landlord; and (iii) the furnishing of an additional, or new, as the case may be, security deposit in the amount of three (3) times the then-current monthly Minimum Rent payable hereunder. Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code, shall be deemed, without further act or deed, to have assumed all of the obligations of Tenant arising under this Lease on and after the effective date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption of liability. If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code.

SECTION 23.03. If Tenant assumes this Lease and proposes to assign the same pursuant to the provisions of the Bankruptcy Code to any person or entity who shall have made a bona fide offer to accept an assignment of this Lease on terms acceptable to Tenant, then notice of such proposed offer/assignment, setting forth: (i) the name and address of such person or entity; (ii) all of the terms and conditions of such offer; and (iii) the adequate assurance to be provided Landlord to assure such person's or entity's future performance under this Lease, shall be given to Landlord no later than twenty (20) days after receipt by Tenant, but in any event no later than ten (10) days prior to the date that Tenant shall make application to the Bankruptcy Court for authority and approval to enter into such assumption and assignment, and Landlord shall thereupon have the prior right and option, to be exercised by notice to Tenant given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Lease upon the terms and conditions and for the consideration, if any, as the bona fide offer made by such persons or entity, less any brokerage commissions which may be payable out of the consideration to be paid by such person for the assignment of this Lease.

ARTICLE XXIV - TERMINOLOGY AND MISCELLANEOUS

SECTION 24.01. With respect to terminology in this Lease, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Lease, but such other provisions shall continue in full force and effect. The titles of the Articles in this Lease shall have no effect and shall neither limit nor amplify the provisions of the Lease itself. This Lease shall be binding upon and shall accrue to the benefit of Landlord, its successors and assigns.

SECTION 24.02. In all instances where either Landlord or Tenant is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

SECTION 24.03. The obligation of Tenant to pay all rent and other sums hereunder provided to be paid by Tenant and the obligation of Tenant to perform Tenant's other covenants and duties hereunder constitute independent, unconditional obligations to be performed at all times provided for hereunder.

SECTION 24.04. Neither Landlord nor Tenant shall ever be liable hereunder for consequential or special damages. All liability of Landlord for damages arising under this Lease may be satisfied only out of the interest of Landlord in the Shopping Center existing at the time any such liability is adjudicated in a proceeding as to which the judgment adjudicating such liability is non-appealable and not subject to further review or out of rents to be received by Landlord from occupants of the Shopping Center. The term "Landlord" shall mean only the owner, for the time being of the Shopping Center, and in the event of the transfer by such owner of its interest in the Shopping Center and the assumption by the transferee of the covenants, duties and obligations of Landlord hereunder, such transferor shall thereupon be released and discharged from all covenants and obligations of Landlord thereafter accruing, but such covenants and obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership.

SECTION 24.05. All monetary obligations of Landlord and Tenant are performable exclusively in Houston, Harris County, Texas. This Lease shall be construed in accordance with the laws of the State in which the Shopping Center is located, and the County in which the Shopping Center is located shall be the venue for any litigation arising from this Lease.

SECTION 24.06. To the best of Tenant’s knowledge, Tenant is currently in compliance with, and covenants to Landlord that Tenant shall at all times during the Lease Term (including any extension thereof) remain in compliance with, the regulations of the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of Treasury (including those named on OFAC’s Specially Designated Nationals and Blocked Persons List) and any statute, executive order (including, but not limited to, Executive Order 13224, dated September 24, 2001 and entitled “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”), or other governmental, regulatory, or administrative action relating thereto.

SECTION 24.07. Intentionally Deleted.

SECTION 24.08. If this Lease is executed by more than one person or entity as "Tenant", each such person or entity shall be jointly and severally liable hereunder. It is expressly understood that any one of the parties who have executed this Lease as "Tenant" (herein individually referred to as "Signatory") shall be empowered to execute any modification, amendment, exhibit, floor plan, or other document ("Future Instrument") and bind each of the Signatories who has executed this Lease regardless of whether each Signatory, in fact, executes such Future Instrument.

SECTION 24.09. THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS, DISPUTES, DEMANDS, CAUSES OF ACTION,

PROCEEDINGS, LAWSUITS AND LITIGATIONS BETWEEN THEM, INCLUDING, WITHOUT LIMITATION, THOSE ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, ITS INTERPRETATION AND ENFORCEMENT, AS WELL AS THE PARTIES' PERFORMANCES DUE HEREUNDER.

SECTION 24.10. THIS DOCUMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH WILL BE DEEMED AN ORIGINAL, AND ALL OF SUCH COUNTERPARTS TOGETHER WILL CONSTITUTE ONE AND THE SAME INSTRUMENT. SIGNATURE AND ACKNOWLEDGEMENT (IF ANY) PAGES MAY BE DETACHED FROM THE COUNTERPARTS AND ATTACHED TO A SIGNED COPY OF THIS DOCUMENT TO PHYSICALLY FORM ONE DOCUMENT. IMAGES OF THE HANDWRITTEN SIGNATURE AND ACKNOWLEDGEMENT (IF ANY) PAGES OF EACH SIGNATORY ON THIS DOCUMENT MAY BE EXECUTED VIA AN INKED OR "WET" SIGNATURE OR VIA AN ELECTRONIC SIGNATURE VALID UNDER THAT STATES UNIFORM ELECTRONIC TRANSACTIONS ACT ("UETA"), OR IF NO SUCH ACT EXISTS, UNDER THE ELECTRONICS SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, 15 USC § 7001, ET SEQ. ("E-SIGN") AND THE EXECUTED SIGNATURE AND ACKNOWLEDGMENT (IF ANY) PAGES MAY BE DELIVERED USING PORTABLE DOCUMENT FORMAT (I.E., PDF) OR SIMILAR FILE TYPE AND TRANSMITTED VIA FACSIMILE, ELECTRONIC MAIL, CLOUD-BASED SERVER, E-SIGNATURE TECHNOLOGY OR SIMILAR ELECTRONIC MEANS, AND, UPON RECEIPT, WILL BE DEEMED ORIGINALS AND BINDING UPON THE SIGNATORIES HERETO. ANY MANUAL SIGNATURE UPON THIS DOCUMENT THAT IS FAXED, SCANNED OR PHOTOCOPIED, AND ANY ELECTRONIC SIGNATURE VALID UNDER UETA OR E-SIGN SHALL FOR ALL PURPOSES HAVE THE SAME VALIDITY, LEGAL EFFECT AND ADMISSIBILITY IN EVIDENCE AS AN ORIGINAL INKED OR "WET" SIGNATURE AND THE PARTIES HEREBY WAIVE ANY OBJECTION TO THE CONTRARY.

SECTION 24.11. Intentionally Deleted.

SECTION 24.12. The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination applicable to the Leased Premises.

SECTION 24.13. Landlord and Tenant, as a local government entity, hereby agree and understand that funds for the Leased Premises and the Permitted Use are approved by the State Legislature of Nevada in accordance with N.R.S. 244.30 and N.R.S. 354.626 (referred to herein as the "Local Government Budget Act"), which requires Tenant to budget annually for its expenses and which prohibit Tenant from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. All Tenant's financial obligations under this Lease are subject to such statutes' requirements and all obligations beyond the end of the current State Legislature of Nevada fiscal year (June 30) will be subject to budget approval. Tenant may terminate this Lease, upon one hundred eighty (180) days' prior written notice to Landlord, if appropriate funds are not approved for the following fiscal year. In such event, Tenant shall return the Allowance paid to Tenant by Landlord, amortized on a five-year, straight-line basis ("Allowance Reimbursement") and, except for the Allowance Reimbursement, Tenant's liability and payment obligations hereunder shall be extinguished at the end of the fiscal year in which Tenant's governing body fails to appropriate monies for the following fiscal year for the payment of all amounts due hereunder. In the event Tenant terminates this Lease in accordance with this Section 24.13, Tenant's obligation pay the Allowance Reimbursement to Landlord will survive expiration or termination of this Lease.

Notwithstanding the foregoing, the total amount of Tenant's payment obligations hereunder for any fiscal year shall not exceed those monies appropriated and approved by Tenant for the then current fiscal year under the Local Government Budget Act. Tenant reasonably believes that sufficient funds can be obtained for this Lease from the budget for the fiscal years covered by the term of this Lease, and Tenant's using department or General Services staff shall take all appropriate actions and act in good faith to obtain funding for each fiscal year to satisfy Tenant's financial obligations under this Lease.

SECTION 24.14. Landlord understands that Tenant's business requires certain confidentiality and security restrictions for those entering the Leased Premises to ensure compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), as amended, and other applicable laws regarding the privacy and security of patients' healthcare information, including information designated as Protected Health Information ("PHI") under HIPAA. Landlord acknowledges that it may, from time to time through the Lease Term, be exposed to, or have access to, Tenant's PHI. Upon such exposure or access, Landlord shall not use or disclose, and shall cause its employees, agents, subcontractors, or assigns not to use or disclose, Tenant's PHI for any purpose unless required by this Lease or required by applicable law. If Tenant advises Landlord that Landlord is to have no access to areas of the Leased Premises as required by HIPAA, Landlord will honor Tenant's requirements (provided, however, if Landlord needs to access a restricted area of the Leased Premises in order to perform Landlord's obligations under this Lease or in the event of an emergency, Tenant shall remove the PHI in order for Landlord to access such areas, but Landlord need not wait for Tenant to remove such information, if Landlord reasonably determines that delay is not advisable in the event of an emergency). If Landlord's obligations under this Lease ever require it, or its employees, agents, subcontractors, or assigns, to use or disclose PHI for or on behalf of Tenant, the parties shall enter and execute a Business Associate Agreement to protect such use or disclosure.

ARTICLE XXV – PRIOR LEASE

SECTION 25.01. The parties acknowledge the existence of a Lease dated November 16, 1999, as amended, by and between Landlord, successor-in-interest to Charleston Commons Associates Limited Partnership, a Nevada limited partnership, and Tenant for the Leased Premises ("Prior Lease"). Such Prior Lease is due to expire by its own terms on December 31, 2020. Upon the Commencement Date of this Lease (as defined in Article I.5 hereof), the parties shall have no further liabilities thereunder except for obligations which may have accrued prior to such termination date; provided that all indemnity provisions in the Prior Lease shall survive termination.

ARTICLE XXVI - ENTIRE AGREEMENT

SECTION 26.01. This Lease (including all Riders, Exhibits and Guaranty, if any) constitutes the entire agreement between Landlord and Tenant; no prior written or prior or contemporaneous oral promises or representations shall be binding. This Lease shall not be amended, changed or extended except by written instrument signed by both parties hereto.

SECTION 26.02. Landlord and Tenant each represent and acknowledge to the other that (i) none of us is relying upon any statement or representation of the other or any statement or representation of any employee, representative, or agent of the other party, except for any representations expressly contained in this Lease, and (ii) each of us is relying on his or her own judgment in making its decision to enter into this Lease. Landlord and Tenant represent and acknowledge that the only statements and/or representations which Landlord and Tenant have respectively relied in entering into this Lease are those expressly contained herein. Tenant acknowledges and agrees that it either has been represented by legal counsel or was afforded the opportunity to engage legal counsel on its behalf and has not received, and does not and has not relied on, the advice of legal counsel for Landlord.

[EXECUTION PAGE FOLLOWS]

EXECUTED in multiple counterparts, each of which shall have the force and effect of an original, on the day and year first written above.

WRI CHARLESTON COMMONS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

"LANDLORD"

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA,
a county-owned hospital

By: _____
Name: _____
Title: _____

"TENANT"

Execution Page to Shopping Center Lease

Revised: 8/9/10

CONSTRUCTION RIDER
As-Is Major Construction

This Construction Rider (the "**Rider**") is part of that certain Lease (the "**Lease**") dated _____, 2020 (the "**Effective Date**"), between WRI CHARLESTON COMMONS, LLC, as "**Landlord**" and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, as "**Tenant**". Capitalized terms used in this rider have the same meaning as defined in the Lease unless otherwise defined herein.

Section 1.01. Tenant has inspected the Leased Premises and accepts it in its existing "AS-IS" condition without any nature of construction work being performed by Landlord. Tenant shall meet the following construction time schedule in constructing the Leased Premises:

(a)	Submit Plans to Landlord for approval:	within 30 days after the Effective Date;
(b)	Apply for building permit:	within 7 days after Landlord approves the Plans;
(c)	Commence construction:	within 10 days after receipt of the building permit; and
(d)	Complete construction:	within 180 days after the Commencement Date (as defined in Article I.5 of the Lease)

If Tenant fails to meet any of these deadlines, Landlord may terminate Tenant's possession of the Leased Premises at any time unless governmental restrictions, strikes, lockouts, shortages of labor or material, acts of God, war or civil commotion, fire, casualty, or any cause beyond the reasonable control of Tenant (but excluding Tenant's financial inability to perform) ("**force majeure**") causes Tenant not to meet a deadline. In case of force majeure, the missed deadline will be extended one (1) day for each day of delay resulting from the force majeure event.

During construction, Tenant shall take out and maintain, or cause Tenant's contractor to take out and maintain, the following insurance policies with the coverage limits indicated. All policies shall be endorsed to require thirty (30) days' notice to Landlord before the policy may be cancelled or non-renewed. Tenant will deliver certificates of insurance for all policies to Landlord prior to commencement of construction.

- Commercial general liability insurance with coverage limits of at least $2,000,000.00 per occurrence;
- Builder's risk insurance for the full insurable value of improvements constructed and materials stored at the Leased Premises; and
- Workers compensation insurance meeting statutory limits for the state in which the Leased Premises is located and providing a waiver of subrogation in favor of Landlord and Tenant.

Section 1.02. Before making any improvements, Tenant will deliver to Landlord copies of all plans and specifications ("**Plans**") for Tenant's work and obtain Landlord's prior written approval. Tenant must comply with all laws, rules, and regulations governing construction of improvements and obtain all required permits. Tenant agrees to diligently and continuously pursue receipt of all permits. Tenant will complete all work in accordance with the Plans approved by Landlord. Tenant will pay the cost of all work directly to its contractor and subcontractors. Tenant will not place or store any building material, equipment or fixtures outside the Leased Premises. If Tenant performs any work not authorized by Landlord, Tenant will be liable for any damages and loss or impairment of any warranty. Tenant will give Landlord one set of as-built plans for the Leased Premises including electrical, mechanical, plumbing and HVAC systems. Tenant will also give Landlord a copy of the certificate of occupancy or other certificates or permits received from any government authority.

Section 1.03. Landlord is not liable for any defects in the Leased Premises even if Tenant does not discover them during its inspection. Tenant, at its expense, may make improvements to the Leased Premises except that no changes shall be made to the storefront nor shall Tenant make any structural alteration or any change that would cause Landlord's insurance rates to increase. Tenant will not do any work that involves the sprinkler system or requires any roof penetration. If Tenant needs to alter the sprinkler system or make a roof penetration, Tenant will contact Landlord for instructions and prior approval. Landlord may require Tenant to use Landlord's roofing contractor and pay all costs directly to the roofing contractor. Neither Landlord nor any one on Landlord's behalf has made any representation, warranty or promise to Tenant involving the Leased Premises or the building where the Leased Premises is located except as specifically set forth in this Rider or the Lease. Landlord makes no representation or warranty of any kind or nature, expressed or implied, all of which are hereby disclaimed. In approving construction plans, Landlord makes no representation or warranty regarding those Plans or whether those Plans comply with governmental rules or building codes.

Section 1.04. Tenant shall not interfere with any business at the Shopping Center during Tenant's construction. If, during the course of Tenant's work the storefront of the Leased Premises is not fully secure, Tenant shall construct a barricade of plywood or other material to secure the Leased Premises. Tenant will make certain that its contractor and subcontractors park their vehicles solely in the area designated by Landlord. Landlord will designate the entrance for any heavy duty vehicles and heavy duty vehicles will only use those designated entrances.

Section 1.05. Landlord will own any improvements made to the Leased Premises upon completion except for Removable Trade Fixtures. Tenant has no interest of any kind, including lien interest, in the Leased Premises or any improvements except as a tenant under the Lease. Tenant has no authority to place any lien on the Leased Premises or any interest therein. Any attempt to do so is void and of no effect. In any contract for labor or materials, Tenant acts as principal and not as any agent of Landlord. Tenant agrees to indemnify and hold Landlord harmless from and against all claims, including costs and expenses of defending against such claims, arising out of any act or omission of Tenant or Tenant's agents, employees, contractors, subcontractors, laborers, or materialmen or arising from any bodily injury or property damage that occurs, or is alleged to have occurred, as a result of Tenant's construction work.

Section 1.06. Upon completion of construction, installation of Tenant's storefront sign and opening for business in the Leased Premises, Landlord will pay Tenant (or, at Landlord's option, pay Tenant and the general contractor and/or one or more subcontractors) an "**Allowance**" equal to the lesser of: (i) Tenant's actual construction costs; or (ii) One Hundred Forty-Four

Thousand and 00/100 Dollars ($144,000.00). Landlord must receive all of the following items not later than one hundred eighty (180) days following the Commencement Date or Landlord will not be required to pay the Allowance.

- A certificate of occupancy or other certificates evidencing inspection and acceptance of all of construction by appropriate government authorities;
- A copy of Tenant's construction contract containing a schedule of values totaling the full amount of the contract;
- Tenant's affidavit stating that all construction has been completed and the total cost of all improvements to the Leased Premises;
- General Contractor's Lien Waiver in a form sufficient to fully release all lien rights under the laws of the state in which the Leased Premises is located;
- Subcontractor lien waivers in a form sufficient to fully release all lien rights under the laws of the state in which the Leased Premises is located;
- Lien waivers from any architect or engineers in a form sufficient to fully release all lien rights under the laws of the state in which the Leased Premises is located;
- A certificate of substantial completion from Tenant's architect or engineer certifying that construction work has been completed in accordance with approved Plans;
- Delivery of certificates of all insurance Tenant is required to carry under the Lease;
- Payment of any amount then due Landlord; and
- One (1) set of “as-built” plans for the Leased Premises in electronic format.

If Landlord has constructed any improvements at the Leased Premises beyond the improvements required to be constructed by Landlord, if any, Landlord may deduct from the Allowance the amount due Landlord for such work. Landlord may also deduct any other amount for which Tenant owes Landlord.

Section 1.07. Before Tenant may do any work at the Leased Premises, Landlord has the right to post a notice of nonresponsibility conspicuously at the Leased Premises and to record it in the public records. Tenant must give Landlord at least ten days’ prior written notice before Tenant begins any work at the Leased Premises. Landlord may notify the primary person or company performing the work that Landlord is not responsible for paying for such work. Tenant must notify Landlord of the name and address of the primary person or company who will perform Tenant’s work.

PYLON SIGN RIDER

This Pylon Sign Rider is attached to and forms a part of that certain Lease Contract (the "Lease Contract") dated _____, 2020, between WRI CHARLESTON COMMONS, LLC as "Landlord," and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, as "Tenant."

Section 1.01. Landlord hereby grants to Tenant the right to maintain both the Nellis sign (hereinafter the "Nellis Sign") on Landlord's North Nellis Road pylon sign structure (facing North and South) as shown on Schedule "1" attached hereto (hereinafter the "Nellis Structure"), and the Charleston sign (hereinafter the Charleston Sign") on Landlord's East Charleston Blvd. (facing East and West) pylon sign structure as shown on Schedule "1" attached hereto (hereinafter the "Charleston Structure") located in Landlord's Charleston Commons Shopping Center at Las Vegas, Nevada, subject to the following conditions:

(1) Tenant pays, within ten (10) days of receipt of any invoice therefor, (i) its pro rata portion of the costs of repairing, replacing and maintaining each of the Nellis Structure and Charleston Structure and the costs of permits, insurance and/or taxes, if any, for each of the Nellis Structure and Charleston Structure and (ii) the costs to repair or replace Tenant's lamps, ballasts and/or electrical wiring (either of such costs [(i) or (ii)] shall be referred to herein as "Pylon Costs").

(2) Tenant repairs or replaces any damage to its sign face or "can" on both the Nellis Sign and Charleston Sign within thirty (30) days of receipt of written notice from Landlord stating that such sign(s) is in need of repair or replacement. Landlord, in its sole discretion, shall determine when and to what extent the sign(s) face needs to be replaced or repaired.

In the event Tenant should fail to timely pay its pro rata share of Pylon Costs or fail to repair or replace either its Nellis Sign or its Charleston Sign, as applicable, within the time provided hereinabove, Landlord shall have the right, at its option, to declare such failure as an Event of Default and/or to repair or replace either of such signs or remove same from either the Nellis Structure or the Charleston Structure, as the case may be. Tenant agrees to pay, upon demand, all costs and expenses incurred by Landlord in the repair, replacement or removal of either the Tenant's Nellis Sign or Charleston Sign. In the event Landlord should elect to remove either Tenant's Nellis Sign or Charleston Sign (whether in lieu of repairing or replacing or because of Tenant's failure to pay for such repair or replacement), then in addition to Tenant's being obligated to reimburse Landlord for all costs and expenses in connection therewith, Tenant's right to have a sign maintained upon Landlord's Nellis Structure or Charleston Structure shall, upon such removal, become null and void.

Section 1.03. At the termination of the lease term or upon termination of Tenant's right to possession of the Leased Premises as provided in the Lease, Tenant shall remove the face on each of the Nellis Sign and Charleston Sign and the "can" portion of the sign shall become the property of Landlord. In the event Tenant fails to remove such sign faces within one (1) week after termination of the lease term or termination of Tenant's right to possession of the Leased Premises or within thirty (30) days after Landlord exercises its rights under Section 1.06 below, Landlord shall have the right to remove each of such sign faces and Tenant shall reimburse Landlord for all costs and expenses of such removal which shall be in addition to any other sum which may be due and owing to Landlord at such time.

Section 1.04. Tenant agrees that if at any time Landlord shall remove either Tenant's Nellis Sign or Charleston sign from either the Nellis Structure or the Charleston Structure in accordance with the terms of this Pylon Sign Rider, the disposal of either of such signs shall be at the discretion of Landlord and Tenant agrees to hold Landlord harmless from any act arising out of such disposal, and further agrees that it shall have no cause of action against Landlord for any loss occasioned thereby.

Section 1.05. If there shall be taken during the term of the Lease so much of the Common Area such that removal of either the Nellis Structure or Charleston Structure shall be required by the condemning authority, all sums awarded or agreed upon between Landlord and the condemning authority for the taking of either such structures and signs thereon, whether as damages or as compensation, will be the property of Landlord and Tenant will have no interest in any such award.

Section 1.06. If any governing authority having jurisdiction over the signage at the Shopping Center should require the removal, or the reduction in the size, of either the Nellis Structure or Charleston Structure, then Landlord shall have the right to require Tenant to remove either is Nellis Sign or Charleston Sign from either the Nellis Structure or Charleston Structure, as the case may be, upon thirty (30) days' written notice. In such event Landlord shall have no liability to Tenant as a result thereof.

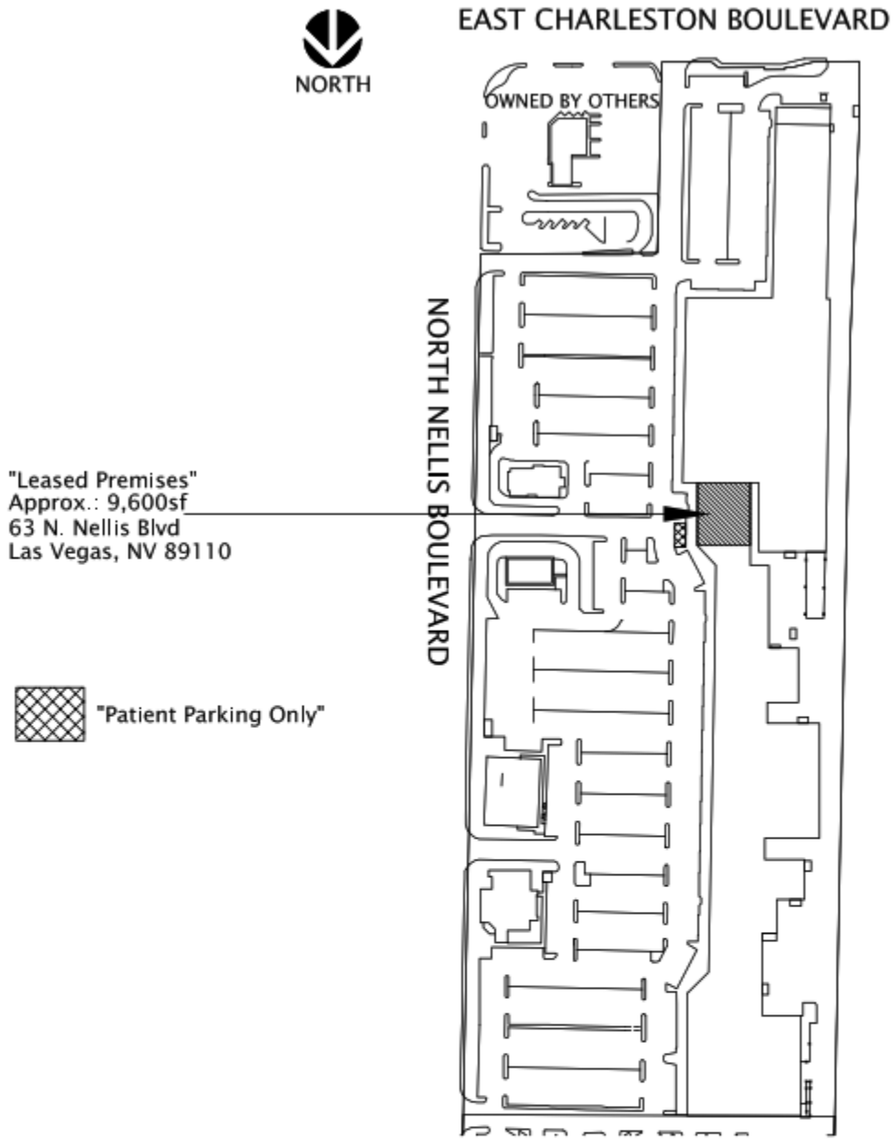
Schedule “1”

Depiction of Tenant’s Nellis Sign

Schedule “1”

Depiction of Tenant’s Charleston Sign

[CONTINUED]



University Medical Center of Southern Nevada, a county-owned hospital

The "Leased Premises" as shown hereon is for _____

Subject to the terms of the Lease, any future construction by the Landlord within the Shopping Center will not affect the validity of the Lease covering the Leased Premises. Subject to the terms of the Lease , Landlord may elect to change the location, size, layout, or other details of any buildings, or Common Area in the Shopping Center and/or to construct other buildings in the Shopping Center and such changes will not affect the validity of the Lease covering the Leased Premises.

The post office address designated hereon, if any, is subject to change at any time.

Floor No: B00
Unit No: B0H
Project No: 21300

DATE: 10-01-2020
REV.: 11-05-2020
PREPARED BY: GEH

EXHIBIT "A"
CHARLESTON COMMONS

PARCEL 1:

LOT ONE (1) OF PARCEL MAP IN FILE 59, PAGE 90, RECORDED MARCH 1, 1989 IN BOOK 890301 OF OFFICIAL RECORDS, CLARK COUNTY NEVADA RECORDS, AS DOCUMENT NO. 00374.

SAVE AND EXCEPT:

A PORTION OF LOT ONE (1), OF A PARCEL MAP, IN FILE 59, PAGE 90, OFFICIAL RECORDS, ON FILE IN THE OFFICE OF THE CLARK COUNTY RECORDER, CLARK COUNTY, NEVADA, LOCATED IN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., CLARK COUNTY, NEVADA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 32; THENCE SOUTH 89°26'27" WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), 383.32 FEET; THENCE NORTH 00°33'33" WEST, DEPARTING SAID SOUTH LINE, 50.00 FEET TO THE NORTH RIGHT-OF-WAY OF CHARLESTON BOULEVARD, BEING THE SOUTH BOUNDARY OF SAID LOT ONE (1), SAME BEING **THE POINT OF BEGINNING**; THENCE SOUTH 89°26'27" WEST, ALONG SAID SOUTH BOUNDARY AND SAID RIGHT-OF-WAY, 152.37 FEET; THENCE NORTH 75°19'46" EAST, DEPARTING SAID SOUTH BOUNDARY AND SAID RIGHT-OF-WAY, 35.27 FEET; THENCE NORTH 89°26'27" EAST, 9.66 FEET; THENCE NORTH 00°33'33" WEST, 3.00 FEET; THENCE NORTH 89°26'27" EAST, 30.00 FEET; THENCE SOUTH 00°33'33" EAST, 3.00 FEET; THENCE NORTH 89°26'27" EAST, 68.12 FEET; THENCE SOUTH 50°56'25" EAST, 13.49 FEET TO **THE POINT OF BEGINNING.**

CONTAINING 1,209 SQUARE FEET (0.03 ACRES), MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

PARCEL 2:

LOT THREE (3) OF PARCEL MAP IN FILE 60, PAGE 17, RECORDED MARCH 30, 1989 IN BOOK 890330 OF OFFICIAL RECORDS, CLARK COUNTY NEVADA RECORDS, AS DOCUMENT NO. 00716.

PARCEL 3:

LOT TWO (2) OF PARCEL MAP IN FILE 52, PAGE 32, RECORDED MARCH 27, 1987 IN BOOK 870327 OF OFFICIAL RECORDS, CLARK COUNTY NEVADA RECORDS, AS DOCUMENT NO. 00860.

PARCEL 4:

THAT PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 62 EAST, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND ON FILE IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT, CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2, AS SHOWN BY MAP THEREOF ON FILE IN FILE 94 OF PARCEL MAPS, PAGE 87, IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

EXHIBIT "B"

P0580
1/29/2006APB/mc
03/24/09 VB/as

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:	WRI Charleston Commons, LLC	
(Include d.b.a., if applicable)		
Street Address:	Capitol Services, Inc., 1675 South State, Suite B	**Website: https://www.weingarten.com**
City, State and Zip Code:	Dover, DE 19901	**POC Name:** Christine Hillman **Email:** chillman@weingarten.com
Telephone No:	713.866.6000	**Fax No: 713.866.6950**
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)
Andrew M. Alexander	Sole Director, Chief Executive Officer, and President	
Johnny Hendrix	Executive Vice President and Chief Operating Officer	
Stephen C. Richter	Executive Vice President and Chief Financial Officer	
Joe D. Shafer	Senior Vice President and Secretary	
Mark D. Stout	Senior Vice President and Assistant Secretary	
Gerald Crump	Senior 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.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Signature	Mark D. Stout
	Print Name
Senior Vice President/General Counsel	12/2/2020
Title	Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue: **Emerging Issues**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	

Recommendation:

That the Audit and Finance Committee identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
December 9, 2020

Agenda Item #
16