



Audit and Finance Committee Meeting

Wednesday, October 21, 2020 2:00 p.m.

ProVidence Suite

Conference Dial-in Number: (844) 740-1264 Participant Access Code: 1334073111

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
October 21, 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 1334073111.

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 September 23, 2020. *(For possible action)*.
3. Approval of Agenda. *(For possible action)*

SECTION 2: BUSINESS ITEMS

4. Receive the monthly financial reports for September FY21; and direct staff accordingly. *(For possible action)*
5. Receive an update report from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*
6. Review and recommend for ratification by the Governing Board the Contract of Services with Hello! Las Vegas Destination Management for COVID-19 Testing Support Services; approve the November 2020 Contract of Services; and authorize the Chief Executive Officer to execute future service orders within his delegation of authority; and take action as deemed appropriate. *(For possible action)*

7. Review and recommend for ratification by the Governing Board the Professional Services Agreement for Neurological Surgery On-Call Coverage with Duke Forage Anson Neurosurgical, LLP; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*
8. Review and recommend for approval by the Governing Board the Professional Services Agreement for Physician Advisor Services with Quality Care Consultants, LLC for utilization, case management and resource management services; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*
9. Review and recommend for approval by the Governing Board the Agreement for CPO Migration – Phase 1 between Honeywell International, Inc. and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*
10. Review and recommend for award by the Governing Board RFP No. 2019-17 Enterprise WAN Network Circuits to Cox Communications; authorize the Chief Executive Officer to sign the Commercial Services Agreement and execute any extension options or service orders within his delegation of authority; and take action as deemed appropriate. *(For possible action)*
11. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Memorandum of Understanding/Sublease Extension with Clark County Real Property Management; and take action as deemed appropriate. *(For possible action)*
12. Review and recommend for approval by the Governing Board the 340B Pharmacy Services Agreement with Optum Pharmacy 702, LLC; authorize the Chief Executive Officer to execute future amendments that only addresses pharmacy locations or other non-financial components of this Agreement; and take action as deemed appropriate. *(For possible action)*

SECTION 3: EMERGING ISSUES

13. 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
September 23, 2020**

UMC ProVidence Suite
Trauma Building, 5th Floor
800 Hope Place
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 2:02 p.m. by Chair Robyn Caspersen and the following members were present, which constituted a quorum.

CALL TO ORDER

Board Members:

Present:

Robyn Caspersen
Jeff Ellis
Dr. Donald Mackay
Harry Hagerty (via phone)
Mary Lynn Palenik (via phone)
Christian Haase (via phone)
Barbara Frasier (Ex-Officio)(via phone)

Absent:

None

Others Present:

Mason VanHouweling, Chief Executive Officer (via phone)
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Douglas Metzger, Controller
Debra Fox, Chief Nursing Officer
Carissa Rey, Associate Administrator
Rose Coker, Director of Managed Care
Kayla Hillegass, Management Analyst
Susan Pitz, General Counsel
Emelia Allen, Attorney
Jacqueline Saites, Director of Contracts Management
Maria Sexton, Interim Chief Information Officer
Dennis Hall, IT Facilitator
Stephanie Ceccarelli, Board Secretary

SECTION 1. OPENING CEREMONIES

ITEM NO. 1 PUBLIC COMMENT

Committee Chair Caspersen asked if there were any comments received from the public 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 August 19, 2020. (For possible action)

Add Barbara Fraser was noted as present at the meeting, so the minutes will be amended accordingly.

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

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

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

SECTION 2. BUSINESS ITEMS

ITEM NO. 4 Receive the monthly financial report for August FY 21; and direct staff accordingly. (For possible action)

DOCUMENTS SUBMITTED:

- August FY21

DISCUSSION: Jennifer Wakem, Chief Financial Officer presented the financials for August FY 21.

All indicators exceeded budget for the month. Admissions exceeded 18%. Overall hospital case mix index was 2.10. Medicare CMI was 2.02. Inpatient surgeries were 41% above budget and outpatient surgeries were up 74%. ER visits were also over budget. While volumes were much better than budget for the month, they are still below prior year.

Chair Caspersen asked about the staffing plans for the quick cares. Mr. Marinello stated that the plan is to replace physicians with nurse practitioners and change the skill mix to include LPNs, improve efficiencies and restructure data processes. The conversation continued regarding expansion of quick care and primary care locations.

Member Palenik asked if the hospital is anticipating an increase in pediatric deliveries. Deb Fox, CNO, stated that she has not seen any significant increases yet.

Stats trended were reviewed to include the 12-month pre-COVID average. Admissions are steadily increasing and average length of stay was 7.09 days. COVID length of stay average is 16 days.

Inpatient surgeries are 75 below the 12-month average and out-patient surgeries are back up to pre-COVID levels.

ER visits are down approximately 2,000 visits from pre-COVID times. The ED to observation conversion rate is down from prior year but the ED to admission rate is running 7.69 or 8.6% above prior year.

Quick cares were at 12,000 visits for the month and primary cares are 731 below prior year.

Payor mix by admits trended showed an increase in Medicaid almost 1%. There was a drop in self-pay by 1.6%.

The income statement showed net patient revenue was over budget. No Cares Act funding was recorded for the month. Net revenue was up \$21.5 million and operating expenses were over budget almost \$11 million. The month ended with a loss of \$7.4 million. The year to date income statement is at a loss of \$15.6 million.

In key indicators SWB was 62.5%. Cash collection goal was exceeded. Paid FTE's are in the green. Days cash on hand dropped slightly. The discussion continued regarding the budgeted FTE target.

Salaries wages and benefits were unfavorable to budget by \$1.9 million. Ms. Wakem highlighted the impact of VSP was \$3.4 million. Ms. Wakem talked about the "Get Back to Black" discussion planned with the admin team. Chair Caspersen asked if the highlights could be shared at the next meeting.

Moving on to expenses, Ms. Wakem said that the primary driver of expenses is COVID related PPE supplies. Surgeries are also driving the increase with higher than expected implants based on the type of surgeries performed.

Chair Caspersen asked if the COVID spend is based on what we currently use or if it is to maintain inventory supply. Ms. Saites stated that the spend is based on contract negotiations with vendors. She does not anticipate large volume purchases in the future.

A review of the capital plan showed \$19.3 million spent and \$12.3 million committed.

Cash flow statement showed cash received from patients and payors was \$43.6 million for the month. DSH for July and August has not been received. The MCO replacement program has not been executed yet.

The projected cash flow statement was reviewed. Ms. Wakem stated that \$9 million has been received from the County and another \$16 million is expected.

Lastly, COVID testing decreased in August with 75,800 tests performed for the month. A discussion ensued regarding reference labs and testing volumes.

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 updated the Committee on unallocated Cares Act Funding, the impact of COVID testing for uninsured patients and the HEROS vs. the HEALS Acts. We received Medicaid rate increases in January for NICU, PICU and Med Surg. Med Surg is being rolled back to the old rate and then being further reduced by 6%. NICU and PICU are being reduced 6% off the new rate.

Finally, Medicare is pushing out a new rule requiring hospitals to report COVID related information to the government.

FINAL ACTION TAKEN: None taken

ITEM NO. 6 Review finalized CEO FY21 Performance Goals and Objectives; and take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- CEO Performance Objectives – FY 21 Proposed

DISCUSSION: At this time the Committee reviewed and discussed the proposed the goals for FY21.

Goal No. 1: Exceed fiscal year budgeted income from operations after depreciation and amortization.

Goal No. 2: Actual SWB per Adjusted Patient Day is less than or equal to \$2,449 or Actual SWB as a percentage of net operating revenue is less than 66.17%.

An in-depth conversation ensued regarding the goals, with special focus on SWB and how the number was determined and how it would be measured and operationalized.

Comparisons for prior year SWB results and labor metrics between UMC and like-hospitals were reviewed.

After a lengthy discussion, it was determined that the wording would change for Goal #1 to remove the word “meet” and remove “or equal” from Goal #2. The Board concluded that two goals would be sufficient as restated.

FINAL ACTION TAKEN: A motion was made by Member Ellis to approve the two goals, as restated, for submission to the Human Resources and Executive Compensation Committee for final review and approval. Motion carried by unanimous vote.

- ITEM NO. 7 Review and recommend for approval by the Governing Board the Amendment 6 to the Cerner System Agreement with Cerner Corporation; and take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Amendment Six

DISCUSSION: Ms. Saïtes explained that this is a one-year extension for remote hosting which is a part of the lab millennium program. This system helps to streamline specimen tracking and reporting functions.

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. 8 Review and recommend and recommend for approval by the Governing Board the Amendment One to Retinopathy of Prematurity Agreement with Pokroy Medical Group of Nevada, Ltd. d/b/a Pediatrix Medical Group of Nevada; authorize the Chief Executive Officer to exercise the extension option; and take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Amendment One

DISCUSSION: Ms. Staïtes stated that we are exercising an option to extend the agreement. The compensation remains the same. This service is to treat eye disease in premature infants.

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. 9 Review and recommend for approval by the Governing Board the 340B Pharmacy Services Agreement with Walmart Inc.; authorize the Chief Executive Officer to execute future amendments that only addresses pharmacy locations or other non-financial components of this Agreement; and take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Disclaimer Page

DISCUSSION: This agreement will allow participation in the 340B program with Walmart. Ms. Pitz explained that with this agreement, Walmart will be able to dispense 340B medication on behalf of UMC.

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 approval by the Governing Board the addition of Equipment Schedule 010 to Master Lease Agreement No. 21237667 between Stryker Flex Financial, a division of Stryker Sales Corporation and University Medical Center of Southern Nevada; and take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Equipment Schedule 10 to Lease Agreement
- Disclosure of Ownership
- Sourcing Letter

DISCUSSION: This is an HPG agreement which will update the current imaging system used for surgery.

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 addition of Equipment Schedule 011 to Master Lease Agreement No. 21237667 and Service Agreement between Stryker Flex Financial, a division of Stryker Sales Corporation and University Medical Center of Southern Nevada; and take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Service Plan Agreement
- Amendment Eleven
- Disclosure of Ownership
- Sourcing Letter

DISCUSSION: This is an agreement for a system upgrade which will replace incompatible equipment. A trade in allowance is included.

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. 12 Review and recommend for approval by the Governing Board the Purchasing System upgrade project with Allscripts Healthcare, LLC, Meperia, LLC, CDW Healthcare, and CDW Government; and take action as deemed appropriate. (For possible action)**

DOCUMENTS SUBMITTED:

- Purchasing System Upgrade
- Warehouse Hardware and Peripherals
- Allscripts Quote
- Allscripts Disclosure of Ownership
- Allscripts Business Associate Agreement
- Meperia Statement of Work
- Meperia Disclosure of Ownership
- CDW Microsoft Quote

- CDW Nutanix Quote
- CDW Disclosure of Ownership
- CDW Sourcing Letter

DISCUSSION: Ms. Saïtes stated that this an upgrade to the purchasing system, which will identify trends, track supplies, produce ad hoc reports, a three way matching system for invoices and receiving documents, etc. The new system will allow us leverage better pricing on supplies.

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.

SECTION 3: EMERGING ISSUES

ITEM NO. 13 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)

The November Audit and Finance Committee meeting will be held on Tuesday, November 10, 2020, since the 11th is Veteran's Day.

Flu shots are available in the Administrative suite in the Executive Conference Room.

Isaac Miller, Community Testing Sites Manager introduced himself.

COMMENTS BY THE GENERAL PUBLIC: None

At this time, Chair Caspersen asked if there were any comments received from the public 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 4:23 p.m., Chair Caspersen adjourned the meeting.

MINUTES APPROVED:

Minutes Prepared by: Stephanie Ceccarelli

Audit and Finance Committee Agenda 10/21/20

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
6	NRS 332.115 (1) (b) NRS 332.112 (2)	No	Hello! Las Vegas Destination Management	New Contract	N/A	Eight (8) Months	None	Base Contract NTE \$1,536,981.00	None	None	Admin	Contract of Services to obtain rental equipent and necessary support services to assist in COVID-19 testing at the Las Vegas Convention Center.
7	NRS 332.115(1)(b)	No	Duke Forage Anson Neurosurgical, LLP	New Contract	N/A	1 Year, with Two (1)-Year Options	30 days w/o cause	Base Contract NTE \$3,285,000	None	Savings / \$1,460,000 per year	Surgery	Provide 24/7 emergency, on-call and clinical neurosurgery services for UMC's inpatients and outpatients in accordance with the call schedule maintained by Medical Staff.
8	NRS 332.115(1)(b)	No	Quality Care Consultants, LLC	New Contract	N/A	2 Years, with Two (1)-Year Options	60 days w/o cause	Base Contract \$460,800	None	None	Case Management	Provide Physician Advisor services on utilization, case management and resource management services for Case Management functions.
9	NRS 332.115(1)(b), (c), (d), (g) and (h)	No	Honeywell Building Solutions	New Contract	N/A	Ten (10) Months	15 w/o cause	Base Contract NTE \$1,446,662.90	\$1,446,662.90 Capital	None	Plant Ops	Building Management Program supporting Trauma, Emergency Department and Ambulatory Surgical Unit Building, with additional buildings for subsequent years.
10	NRS 338.1385.1(a)	No	Cox Communications	New Contract	N/A	3 years, with Two (1)-Year Options	30 days w/o cause	Base Contract NTE \$2,000,000	None	None	IT	Enterprise WAN services for all applicable UMC data centers.
11	N/A	No	Clark County Real Property Management	New Contract	No	Thirty (30) Years	60 w/o cause	Base Contract EST \$3,355,800.00	None	None	Ambulatory	UMC reimburses Clark County for a proportionate share of the estimated operating costs, inclusive of a 10% estimated annual increase, for the Enterprise Occupational Medicine / Quick Care Sublease.

Audit and Finance Committee Agenda 10/21/20

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
12	NRS 332.115(1)(b)	No	Optum Pharmacy 702, LLC	New Contract	N/A	3 Years, with Yearly Auto Renewals	30 days w/o cause after Initial Term	Base Contract Estimated \$8 Million Per Year	None	None	Pharmacy	Allow Optum Pharmacy to utilize 340B medications to fill UMC prescriptions for eligible patients of the program.

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

Issue: Monthly Financial Report September FY 21	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: That the Governing Board Audit and Finance Committee receive the monthly financial report for September FY 21; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will present the financial report for September FY 21 for the committee's review and direction.

Cleared for Agenda
October 21, 2020

Agenda Item #

4



September 2020 Financials

KEY INDICATORS – SEP

Current Month	Actual	Budget	% Variance	Prior Year	Variance	% Variance
APDs	14,249	11,734	21.43%	15,157	(908)	(5.99%)
Total Admissions	1,594	1,232	29.38%	1,780	(186)	(10.45%)
Observation Cases	988	1,292	(23.53%)	1,292	(304)	(23.53%)
AADC	475	391	21.48%	505	(30)	(5.98%)
ALOS (Admits)	5.90	6.14	(3.91%)	5.51	0.39	7.13%
ALOS (Obs)	1.28	1.87	(31.70%)	1.87	(0.59)	(31.70%)
Hospital CMI	1.93	1.67	15.57%	1.67	0.26	15.82%
Medicare CMI	2.16	1.81	19.34%	1.81	0.35	19.13%
IP Surgery Cases	767	432	77.55%	725	42	5.79%
OP Surgery Cases	497	250	98.80%	480	17	3.54%
Total ER Visits	7,377	6,637	11.15%	9,373	(1,996)	(21.30%)
ED to Admission	9.06%	-	-	6.83%	2.23%	-
ED to Observation	13.24%	-	-	13.54%	(0.30%)	-
ED to Adm/Obs	22.30%	-	-	20.37%	1.93%	-
Quick Cares	9,980	8,059	23.84%	14,217	(4,237)	(29.80%)
Primary Care	5,258	2,453	114.35%	5,400	(142)	(2.63%)
Deliveries	99	130	(23.85%)	164	(65)	(39.63%)

TRENDING STATS

	Sep- 19	Oct- 19	Nov- 19	Dec- 19	Jan- 20	Feb- 20	Mar- 20	Apr- 20	May- 20	Jun- 20	Jul- 20	Aug- 20	Sep- 20	Pre-COVID 12-Mo Avg	Sep to Avg Var
APDs	15,157	15,742	14,915	15,590	17,011	15,322	15,564	11,744	12,949	13,872	17,243	16,807	14,249	15,700	(1,451)
Total Admissions	1,780	1,796	1,830	1,935	1,876	1,736	1,603	1,331	1,379	1,511	1,744	1,580	1,594	1,881	(287)
Observation Cases	1,292	1,438	1,287	1,340	1,315	1,217	1,124	797	918	1,015	1,089	962	988	1,341	(353)
AADC	505	508	497	503	549	528	502	391	418	462	556	542	475	514	(39)
ALOS (Adm)	5.51	5.33	5.13	5.23	5.67	5.71	6.19	6.26	6.10	5.77	6.36	7.09	5.90	5.46	0.44
ALOS (Obs)	1.87	1.41	1.46	1.49	1.53	1.37	1.37	1.28	1.22	1.30	1.31	1.30	1.28	1.48	(0.21)
Hospital CMI	1.67	1.72	1.74	1.84	1.75	1.77	1.82	2.00	1.83	1.91	1.98	2.10	1.93	1.81	0.12
Medicare CMI	1.81	1.67	1.86	1.96	1.99	1.82	2.00	2.36	1.92	1.84	2.20	2.02	2.16	2.04	0.12
IP Surgery Cases	725	755	742	783	712	729	654	544	531	709	710	693	767	768	(1)
OP Surgery Cases	480	595	493	506	497	478	412	142	315	508	493	501	497	518	(21)
Total ER Visits	9,373	9,795	10,339	9,676	10,469	9,480	8,586	5,529	6,369	7,240	8,895	7,712	7,377	9,687	(2,310)
ED to Admission	6.83%	5.94%	6.79%	7.59%	7.13%	7.16%	7.07%	9.22%	8.43%	7.67%	7.82%	7.69%	9.06%	7.48%	1.58%
ED to Observation	13.54%	14.24%	11.86%	12.72%	12.19%	12.22%	12.49%	14.41%	14.49%	14.93%	12.43%	12.84%	13.24%	13.64%	(0.39%)
ED to Adm/Obs	20.37%	20.18%	18.65%	20.31%	19.31%	19.38%	19.56%	23.64%	22.92%	22.60%	20.26%	20.53%	22.30%	21.11%	1.18%
Quick Care	14,217	15,792	18,339	17,597	20,214	17,809	14,818	8,280	9,457	11,654	16,440	11,914	9,980	16,020	(6,040)
Primary Care	5,400	5,979	4,448	4,846	5,591	5,728	4,542	3,414	3,889	5,401	5,378	4,698	5,258	5,429	(171)
Deliveries	164	146	139	153	142	119	123	120	118	102	105	127	99	147	(48)

PAYOR MIX BY ADMITS - TREND



Fin Class	Sep- 19	Oct- 19	Nov- 19	Dec- 19	Jan- 20	Feb- 20	Mar- 20	Apr- 20	May- 20	Jun- 20	Jul- 20	Aug- 20	Sep- 20	Pre-COVID 12-Mo Avg	Sep to Avg Var
Commercial	17.31%	18.68%	21.66%	19.44%	19.35%	18.87%	19.09%	18.81%	21.12%	17.96%	21.20%	19.26%	19.75%	19.78%	(0.03%)
Government	5.05%	5.28%	4.25%	4.19%	4.97%	5.24%	5.35%	4.34%	5.26%	4.92%	3.87%	5.13%	4.47%	4.72%	(0.25%)
Medicaid	45.87%	43.06%	42.31%	42.12%	43.93%	41.67%	41.44%	47.82%	44.34%	43.60%	39.29%	44.42%	43.96%	43.38%	0.58%
Medicare	23.88%	25.99%	25.38%	27.37%	26.68%	27.43%	28.00%	24.06%	24.22%	26.15%	29.32%	26.24%	27.11%	25.58%	1.53%
Self Pay	7.89%	6.99%	6.40%	6.88%	5.07%	6.79%	6.12%	4.97%	5.06%	7.37%	6.32%	4.95%	4.71%	6.53%	(1.82%)

SUMMARY INCOME STATEMENT – SEP

REVENUE	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Gross Patient Revenue	\$288,208,452	\$231,645,298	24.42% 	\$288,240,880	(\$32,428)	(0.01%) 
Net Patient Revenue	\$52,367,184	\$36,989,399	41.57% 	\$52,889,484	(\$522,300)	(0.99%) 
Other Revenue	\$7,934,753	\$2,075,714	282.27% 	\$1,204,142	\$6,730,611	558.96% 
Total Net Revenue	\$60,301,937	\$39,065,113	54.36% 	\$54,093,626	\$6,208,311	11.48% 
Net Patient Revenue as a % of Gross	18.17%	15.97%	-	18.35%	(0.18%)	-
EXPENSE	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Operating Expense	\$67,379,530	\$58,067,680	(16.04%) 	\$58,980,227	(\$8,399,303)	(14.24%) 
INCOME FROM OPS	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Inc from Ops	(\$7,077,593)	(\$19,002,567)	62.75% 	(\$4,886,602)	(\$2,190,991)	(44.84%) 
Add back: Depr & Amort.	\$1,879,800	\$2,066,942	9.05% 	\$1,880,174	\$375	0.02% 
Tot Inc from Ops plus Depr & Amort.	(\$5,197,793)	(\$16,935,624)	69.31% 	(\$3,006,428)	(\$2,191,366)	(72.89%) 

SUMMARY INCOME STATEMENT – YTD SEP

REVENUE	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Gross Patient Revenue	\$911,275,288	\$728,346,949	25.12% 	\$918,727,262	(\$7,451,974)	(0.81%) 
Net Patient Revenue	\$168,425,257	\$113,953,642	47.80% 	\$167,702,441	\$722,816	0.43% 
Other Revenue	\$20,008,374	\$6,227,142	221.31% 	\$4,407,891	\$15,600,483	353.92% 
Total Net Revenue	\$188,433,631	\$120,180,784	56.79% 	\$172,110,332	\$16,323,300	9.48% 
Net Patient Revenue as a % of Gross	18.48%	15.65%	-	18.25%	0.23%	-
EXPENSE	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Operating Expense	\$214,946,017	\$178,202,553	(20.62%) 	\$175,397,661	(\$39,548,356)	(22.55%) 
INCOME FROM OPS	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Total Inc from Ops	(\$26,512,386)	(\$58,021,769)	54.31% 	(\$3,287,329)	(\$23,225,057)	(706.50%) 
Add back: Depr & Amort.	\$5,691,288	\$6,061,629	6.11% 	\$5,639,202	(\$52,085)	(0.92%) 
Tot Inc from Ops plus Depr & Amort.	(\$20,821,098)	(\$51,960,140)	59.93% 	\$2,351,874	(\$23,172,972)	(985.30%) 

SUMMARY INCOME STATEMENT – Trend



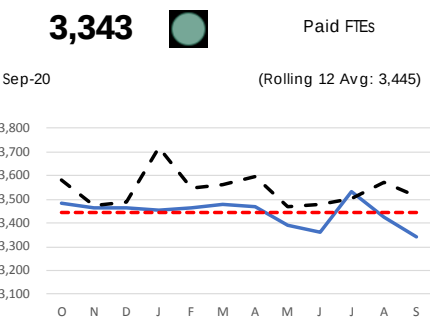
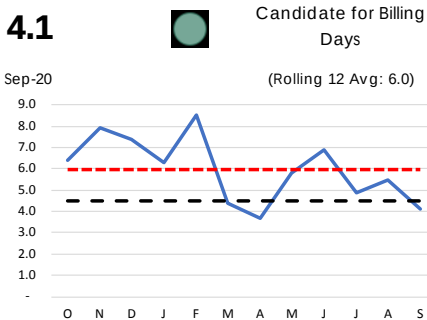
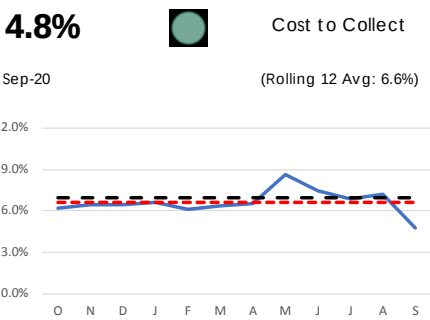
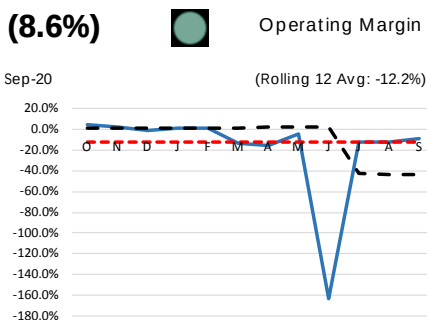
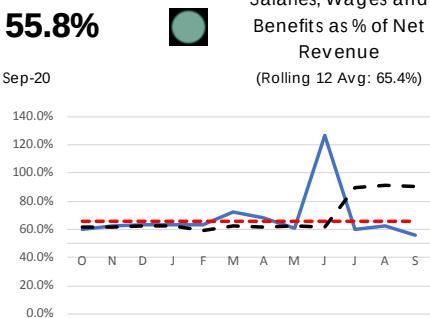
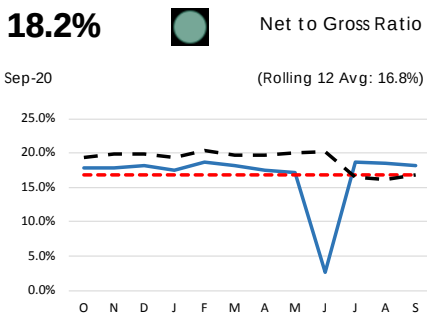
REVENUE	Sep- 19	Oct- 19	Nov- 19	Dec- 19	Jan- 20	Feb- 20	Mar- 20	Apr- 20	May- 20	Jun- 20	Jul- 20	Aug- 20	Sep- 20	Pre-COVID 12-Mo Avg	Sep to Avg Var
Total Gross Patient Revenue	\$288,241	\$294,355	\$286,351	\$293,663	\$301,116	\$274,618	\$270,252	\$209,536	\$221,920	\$262,810	\$319,159	\$303,908	\$288,208	\$287,042	\$1,166
Net Patient Revenue	\$52,889	\$52,246	\$51,201	\$53,141	\$52,822	\$51,376	\$49,153	\$36,574	\$38,191	\$7,100	\$59,740	\$56,318	\$52,367	\$52,266	\$101
Other Revenue	\$1,204	\$5,337	\$2,136	\$1,944	\$2,218	\$1,508	\$1,243	\$14,742	\$19,186	\$20,824	\$6,236	\$5,838	\$7,935	\$3,203	\$4,732
Total Net Revenue	\$54,094	\$57,583	\$53,338	\$55,085	\$55,040	\$52,884	\$50,396	\$51,315	\$57,376	\$27,924	\$65,976	\$62,155	\$60,302	\$55,469	\$4,833
Net Patient Revenue as a % of Gross	18.35%	17.75%	17.88%	18.10%	17.54%	18.71%	18.19%	17.45%	17.21%	2.70%	18.72%	18.53%	18.17%	18.21%	8.65%
EXPENSE	Sep- 19	Oct- 19	Nov- 19	Dec- 19	Jan- 20	Feb- 20	Mar- 20	Apr- 20	May- 20	Jun- 20	Jul- 20	Aug- 20	Sep- 20	Pre-COVID 12-Mo Avg	Actual
Total Operating Expense	\$58,980	\$56,951	\$54,219	\$57,293	\$55,951	\$54,359	\$59,315	\$60,925	\$62,015	\$71,578	\$76,117	\$71,450	\$67,380	\$57,563	\$9,817
INCOME FROM OPS	Sep- 19	Oct- 19	Nov- 19	Dec- 19	Jan- 20	Feb- 20	Mar- 20	Apr- 20	May- 20	Jun- 20	Jul- 20	Aug- 20	Sep- 20	Pre-COVID 12-Mo Avg	Actual
Total Inc from Ops	(\$4,887)	\$631	(\$881)	(\$2,208)	(\$912)	(\$1,474)	(\$8,919)	(\$9,610)	(\$4,639)	(\$43,654)	(\$10,141)	(\$9,294)	(\$7,078)	(\$2,093)	(\$4,984)
Add back: Depr & Amort.	\$1,880	\$1,831	\$1,857	\$1,832	\$1,844	\$1,834	\$2,110	\$1,878	\$1,884	\$1,974	\$1,898	\$1,914	\$1,880	\$2,222	(\$342)
Tot Inc from Ops plus Depr & Amort.	(\$3,006)	\$2,462	\$976	(\$376)	\$932	\$359	(\$6,809)	(\$7,731)	(\$2,755)	(\$41,680)	(\$8,243)	(\$7,380)	(\$5,198)	\$129	(\$5,327)

Figures presented in Thousands

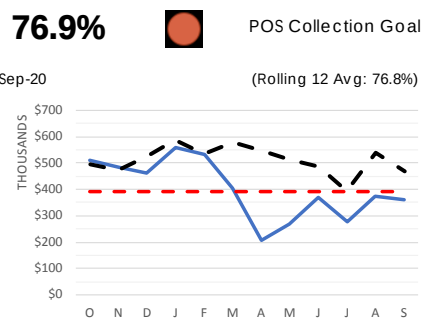
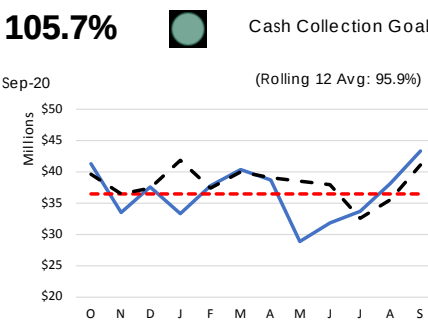
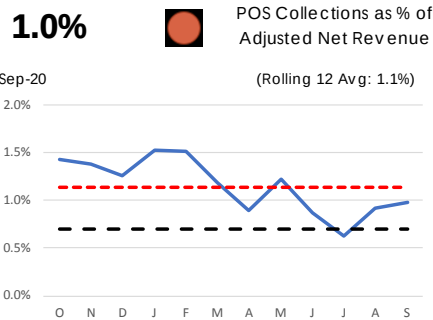
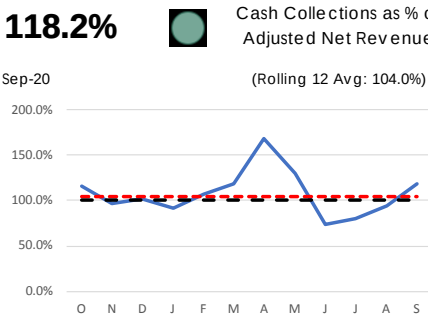
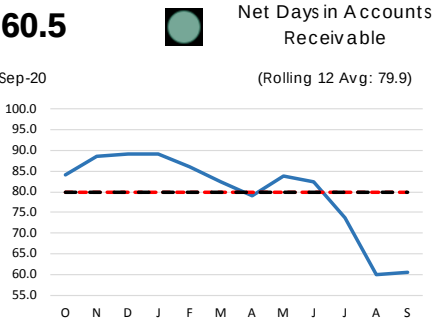
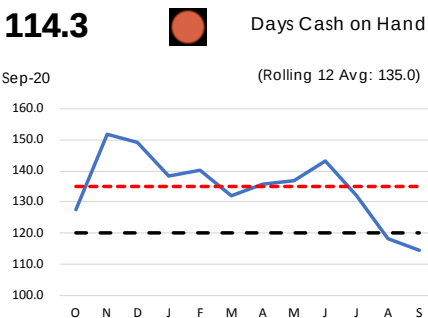
KEY FINANCIAL INDICATORS - SEP



PROFITABILITY



LIQUIDITY



Actual
Rolling Average
Target

SALARY & BENEFIT EXPENSE - SEP



	Actual	Budget	% Variance		Prior Year	Variance	% Variance
Salaries	\$21,033,561	\$22,877,611	8.06%	📈	\$22,390,975	\$1,357,414	6.06% 📈
Benefits	\$10,671,299	\$11,465,943	6.93%	📈	\$14,049,549	\$3,378,249	24.05% 📈
Overtime	\$490,155	\$794,419	38.30%	📈	\$734,987	\$244,832	33.31% 📈
Contract Labor	\$1,452,087	\$271,304	(435.23%)	📉	\$229,605	(\$1,222,481)	(532.43%) 📉
TOTAL	\$33,647,102	\$35,409,276	4.98%	📈	\$37,405,116	\$3,758,014	10.05% 📈
Paid FTEs	3,343	3,512	4.81%	📈	3,520	177	5.02% 📈

	# of Employees	Ongoing (P&L) Savings	Total UMC Cost Year 1 (P&L Hit)	Year 1 P&L Savings (Net of Payout)
Original Submitted:	260	\$30,070,899	(\$8,880,905)	\$21,189,994
Impact of Replacements:	19	(\$2,063,356)	\$0	(\$2,063,356)
Impact after Replacements:	241	\$28,007,543	(\$8,880,905)	\$19,126,638

	Actual	Budget	% Variance	Prior Year	Variance	% Variance
Professional Fees	\$3,583,372	\$3,549,798	(0.95%) 	\$3,495,774	(\$87,598)	(2.51%) 
Supplies	\$19,826,943	\$8,463,539	(134.26%) 	\$8,287,121	(\$11,539,822)	(139.25%) 
Purchased Services	\$5,404,745	\$5,650,098	4.34% 	\$5,371,164	(\$33,580)	(0.63%) 
Depreciation & Amortization	\$1,879,800	\$2,066,942	9.05% 	\$1,880,174	\$375	0.02% 
Repairs & Maintenance	\$675,136	\$656,273	(2.87%) 	\$366,676	(\$308,460)	(84.12%) 
Utilities	\$383,705	\$413,773	7.27% 	\$432,973	\$49,268	11.38% 
Other Expenses	\$1,285,443	\$1,199,625	(7.15%) 	\$1,060,013	(\$225,430)	(21.27%) 
Rental/Leases	\$693,284	\$658,355	(5.31%) 	\$681,216	(\$12,068)	(1.77%) 
Total Other Expenses	\$33,732,428	\$22,658,404	(48.87%) 	\$21,575,111	(\$12,157,316)	(56.35%) 

Category	Growth or Maint.	Item / Group	FY 20 Committed
Service Line Enhancement	Growth	EP Recording System	\$150
		Outpatient Pharmacy	\$100
	Process Improvements	Materials Mgt systems upgrade	\$2,143
		Warehouse & Sterile Stores (redesign)	\$380
		EPIC (Phoenix and Beaker)	\$340
		HIM scanning Software implementation	\$269
		IT Security Access Software	\$166
		Other	\$148
	Available	Available	\$550
Total			\$4,246
Replacement / Patient Safety Equipment	Maintenance	Other	\$221
		WOW Replacement	\$54
		EBI Fire & HVAC Server Replacement	\$22
	Available	Available	\$30
Total			\$327
Master Plan	Maintenance	Round Bldg & South Bldg Sanitary Lines	\$2,500
		Honeywell EBI Building Controls	\$1,673
		Elevator Cabs Modernization	\$919
		First Floor Refresh/ TICU	\$835
		2nd, 3rd, & 5th Floors	\$328
		Other	\$129
Total			\$6,384
Grand Total			\$10,957

FY21 CASH FLOW



	SEPTEMBER 2020	AUGUST 2020	JULY 2020	YTD of FY2021
Operating Activities				
Cash received from patients and payors	49,917,682	43,636,360	52,499,083	146,053,124
Cash paid to vendors	(30,360,473)	(27,795,245)	(16,393,787)	(80,235,239)
Cash paid to employees	(34,305,263)	(41,900,708)	(48,972,573)	(119,492,810)
Other operating receipts/(disbursements)	7,934,753	5,837,698	6,235,924	20,008,374
Net cash provided by/(used in) operations	(6,813,301)	(20,221,895)	(6,631,354)	(33,666,550)
Investing Activities				
Purchase of property and equipment, net	(1,303,006)	(1,662,943)	(1,877,895)	(4,843,844)
Interest received	287,936	422,422	(6,790,629)	(6,080,271)
Addition/(reduction) in donor-restricted cash	-	-	-	-
Addition/(reduction) in internally designated cash	6,673,935	540,581	5,093,669	12,308,185
Net cash provided by/(used in) investing activities	5,658,864	(699,939)	(3,574,856)	1,384,070
Financing Activities				
From/(to) Clark County	9,000,000	-	-	9,000,000
Unrestricted donations and other				
Borrowing/(repayment) of debt	(5,985,000)	-	-	(5,985,000)
Interest paid	(388,895)	-	-	(388,895)
Other	-	-	-	-
Net cash provided by/(used in) financing activities	2,626,105	-	-	2,626,105
 Increase/(decrease) in cash	 1,471,668	 (20,921,834)	 (10,206,210)	 (29,656,376)
Cash beginning of period	53,850,173	74,772,007	84,978,217	84,978,217
Cash end of period	55,321,841	53,850,173	74,772,007	55,321,841
 Unrestricted cash	 55,321,841	 53,850,173	 74,772,007	 55,321,841
Cash restricted by donor	5,621,711	5,603,584	5,620,057	5,621,711
Internally designated cash	162,504,181	169,178,116	169,718,698	162,504,181

FY21 BALANCE SHEET HIGHLIGHTS

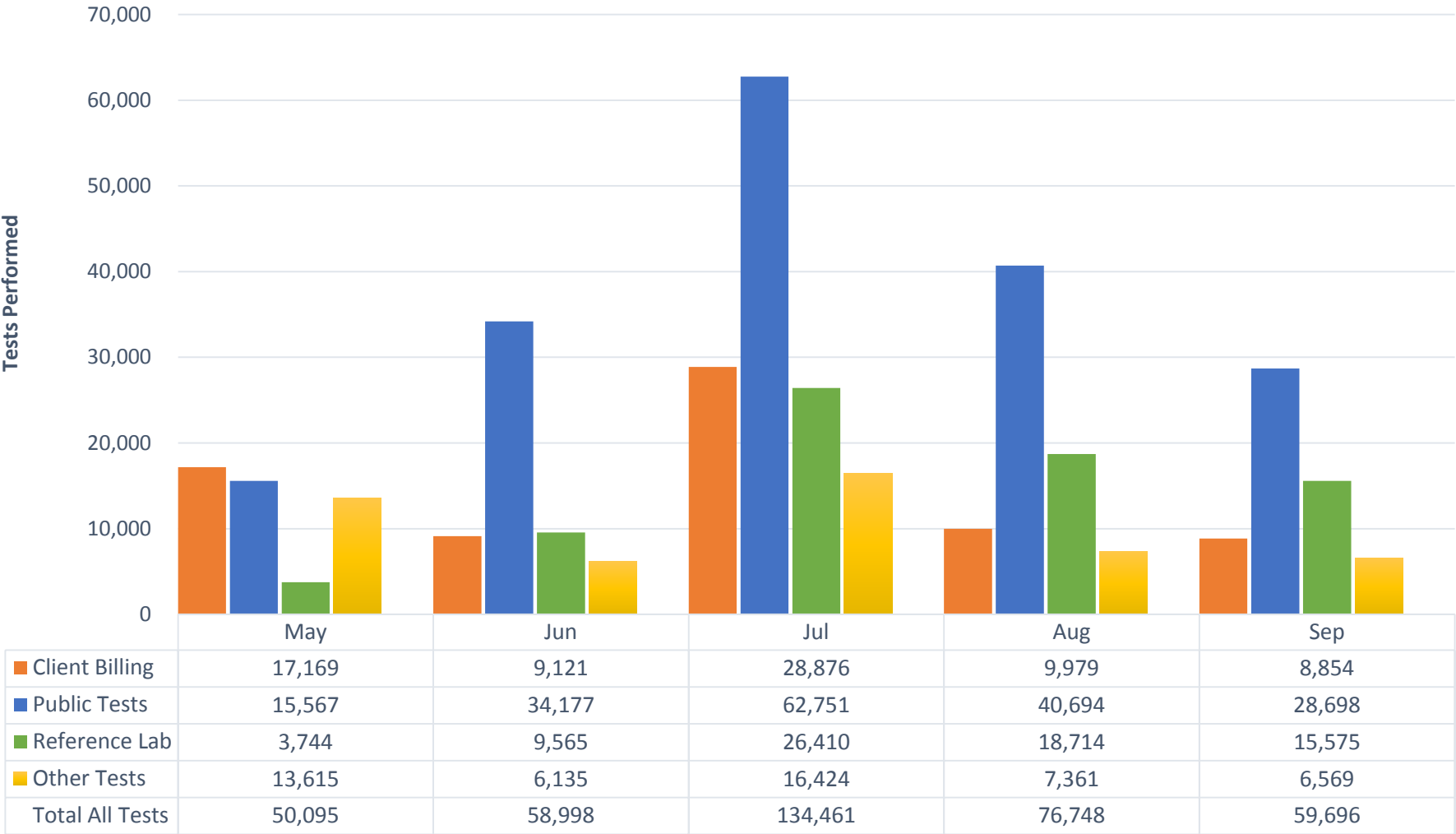


	Sep-20	Aug-20	Jul-20
CASH			
Unrestricted	\$ 55.3	\$ 53.9	\$ 74.8
Restricted by donor	5.6	5.6	5.6
Internally designated	162.5	169.2	169.8
	<u>\$ 223.4</u>	<u>\$ 247.5</u>	<u>\$ 243.2</u>
NET WORKING CAPITAL	\$ 93.1	\$ 98.7	\$ 106.8
NET PP&E	\$ 204.2	\$ 203.3	\$ 203.3
LONG-TERM DEBT	\$ 19.1	\$ 25.1	\$ 25.1
NET PENSION LIABILITY	\$ 521.5	\$ 521.5	\$ 521.5
NET POSITION	\$ (401.1)	\$ (393.1)	\$ (383.0)

FY20 AND FY21 BUD CASH FLOW

	Actual FY20 Year Ending Jun-20	ESTIMATED FY21 Q1 Quarter Ending Sep-20	ESTIMATED FY21 Q2 Quarter Ending Dec-20	ESTIMATED FY21 Q3 Quarter Ending Mar-21	ESTIMATED FY21 Q4 Quarter Ending Jun-21	ESTIMATED FY21 Year Ending Jun-21
Operating Activities						
Cash received from patients and payors	624,583,690	146,053,124	155,836,051	152,853,780	154,061,404	608,804,359
Cash paid to vendors	(278,998,027)	(74,549,506)	(92,799,483)	(82,542,908)	(76,209,522)	(326,101,419)
Cash paid to employees	(411,803,861)	(125,178,543)	(99,429,341)	(115,226,934)	(98,848,868)	(438,683,687)
Other operating receipts/(disbursements)	73,545,099	20,008,374	6,813,356	6,265,926	6,761,139	39,848,797
Net cash provided by/(used in) operations	7,326,901	(33,666,550)	(29,579,417)	(38,650,136)	(14,235,847)	(116,131,951)
Investing Activities						
Purchase of property and equipment, net	(17,814,183)	(4,843,844)	(16,000,000)	-	(15,000,000)	(35,843,844)
Interest received	3,094,961	(6,080,271)	1,193,577	1,193,577	1,193,577	(2,499,539)
Addition/(reduction) in donor-restricted cash	-	-	-	-	-	-
Addition/(reduction) in internally designated cash	(15,948,499)	12,308,185	-	-	-	12,308,185
Net cash provided by/(used in) investing activities	(30,667,721)	1,384,070	(14,806,423)	1,193,577	(13,806,423)	(26,035,199)
Financing Activities						
From/(to) Clark County	62,000,000	9,000,000	16,000,000	-	15,000,000	40,000,000
Unrestricted donations and other	-	-	-	-	-	-
Borrowing/(repayment) of debt	(6,226,000)	(5,985,000)	-	-	-	(5,985,000)
Interest paid	(995,110)	(388,895)	-	(296,128)	-	(685,023)
Other	-	-	-	-	-	-
Net cash provided by/(used in) financing activities	54,778,890	2,626,105	16,000,000	(296,128)	15,000,000	33,329,978
Increase/(decrease) in cash	31,438,070	(29,656,376)	(28,385,840)	(37,752,687)	(13,042,269)	(108,837,172)
Increase/(decrease) in restricted and internally designated cash	3,783,224	(6,172,306)	-	-	-	-
Cash beginning of period	224,055,121	259,276,415	223,447,733	195,061,893	157,309,206	259,276,415
Cash end of period	259,276,415	223,447,733	195,061,893	157,309,206	144,266,937	150,439,243

COVID-19 Testing



**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. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda
October 21, 2020

Agenda Item #

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

Issue: Contract of Services with Hello! Las Vegas Destination Management	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 Contract of Services with Hello! Las Vegas Destination Management for COVID-19 Testing Support Services; approve the November 2020 Contract of Services; and authorize the Chief Executive Officer to execute future service orders within his delegation of authority; and take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

Fund Number: 5420.00	Fund Name: UMC Operating Fund
Fund Center: 30000991200	Funded Pgm/Grant: N/A
Description: COVID-19 Testing Support Services	
Bid/RFP/CBE: NRS 332.112(2), NRS 332.115(1)(b)	
Term: May 14, 2020 – October 31, 2020 and November 1, 2020 – November 30, 2020	
Amount: \$1,536,981.00	
Out Clause: None	

BACKGROUND:

On May 14, 2020, UMC entered into a Contract of Services with Hello! Las Vegas Destination Management (“Hello”), to obtain certain rental equipment and secure necessary support services to assist UMC in its COVID-19 testing efforts at the Las Vegas Convention Center. Hello provides UMC with certain rental equipment such as exit signs and refrigerators, security support, parking attendant and directional support staff necessary for UMC to provide testing services.

The Contract with Hello! has been entered into on a monthly basis due to the uncertainty around the COVID-19 testing timeframe in the Las Vegas valley. Therefore, this request is for board approval to ratify the previous agreements with Hello from May 14, 2020 through October 31, 2020 totaling \$1,323,031.00, and approve the agreement for November services with Hello for the approximate amount of \$106,975.00. Staff also requests authorization for the Chief Executive Officer to execute a future monthly service order for December 2020 with an estimated cost of \$106,975.00, if necessary, with Hello, within his delegation of authority if deemed beneficial to UMC.

Cleared for Agenda
October 21, 2020

Agenda Item #

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In accordance with NRS 332.112(2) and 332.115(1)(b), the competitive bidding process is not required as services are professional in nature and are secured under the emergency contract exception.

UMC's Chief Operations Officer has reviewed and recommends approval of this request. The Contracts of Services with Hello have been approved as to form by UMC's Office of General Counsel.

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:		Hello! Las Vegas Destination Management, Inc				
(Include d.b.a., if applicable)		Hello! Destination Management Inc, Hello! Las Vegas				
Street Address:		680 Pilot Road, Suite D		Website: www.hello-dmc.com		
City, State and Zip Code:		Las Vegas, NV 89119		POC Name:		
Telephone No:				Email: cbullock@hello-dmc.com		
Nevada Local Street Address: (If different from above)				Fax No:		
City, State and Zip Code:				Website:		
Local Telephone No:		702-387-1900		Local Fax No: 702-387-1903		
				Local POC Name:		
				Email: cbullock@hello-dmc.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)
Paul Mears III	President & CEO	100%
Tim Baker	Chief Financial Officer	

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

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

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

 Signature	Besi Guanlao Print Name
Accounting Manager Title	10/15/20 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative



Hello! Las Vegas Destination Management, Inc.
dba Hello! Destination Management
 680 Pilot Road, Suite D
 Las Vegas, NV 89119
 Federal Tax ID: 59-3646777
 Office: 702-387-1900 Fax: 702-387-1903
Date: 6/15/2020
Client #:44947

DEPOSIT REQUEST

University Medical Center of Southern Nevada

Customer # 44947
Group: Resort COVID Testing
Contact: Mason VanHoweling
Street: 1800 West Charleston Blvd
PO/Suite:
City/State: Las Vegas , NV 89102
Phone: (702) 383-8341
Fax:

Program #: 2006732VC
Dates: 5/16/2020 - 6/20/2020
Hotel: _no hotel
Pax: 120000
AE: Kristina Ghiloni
AM: Ron Alvarez
Client P.O. #:

Saturday, May 16 - June 20		Security Support			
Pre-Event Overnight Security (Saturday, May 16 @ 9:00 AM - Thursday, May 21 @ 7:00 AM)		Qty	Hours	Unit Price	Total
Overnight Security Service		1	118	\$50.00	\$5,900.00
Lead Security Training Day (Wednesday, May 20 10:00 AM - 3:00 PM)		Qty	Hours	Unit Price	Total
Security Training (six hour minimum)		1	6	\$50.00	\$300.00
Licensed, Un-Armed Security (Thursday, May 21 - Saturday, May 23 7:00 AM - 7:00 PM)		Qty	Hours	Unit Price	Total
Security Service (3 Guards, 1 Lead/Breaker @ 12 hours x 3 days = 36 hours)		4	36	\$50.00	\$7,200.00
Licensed, Un-Armed Security (Monday, May 25- Friday, June 19 7:30 AM - 6:30 PM)		Qty	Hours	Unit Price	Total
Security Service (3 Guards, 1 Lead/Breaker @ 11 hours x 23 days = 253 hours)		4	253	\$50.00	\$50,600.00
During Event Overnight Security		Qty	Hours	Unit Price	Total
Thursday, May 21 and Friday, May 22: 7:00 PM to 7:00 AM (12 hours per night x 2 nights)		1	24	\$50.00	\$1,200.00
Saturday, May 23 @ 7:00 PM to Monday, May 25 @ 7:30 AM		1	37	\$50.00	\$1,850.00
Monday, May 25 - Friday, May 29: 6:30 PM to 7:30 AM (13 hours per night x 5 nights)		1	65	\$50.00	\$3,250.00
Saturday, May 30 @ 6:30 PM to Monday, June 1 @ 7:30 AM		1	37	\$50.00	\$1,850.00
Monday, June 1 - Friday, June 5: 6:30 PM to 7:30 AM (13 hours per night x 5 nights)		1	65	\$50.00	\$3,250.00
Saturday, June 6 @ 6:30 PM to Monday, June 8 @ 7:30 AM		1	37	\$50.00	\$1,850.00
Monday, June 8 - Friday, June 12: 6:30 PM to 7:30 AM (13 hours per night x 5 nights)		1	65	\$50.00	\$3,250.00
Saturday, June 13 @ 6:30 PM to Monday, June 15 @ 7:30 AM		1	37	\$50.00	\$1,850.00
Monday, June 15 - Friday, June 19: 6:30 PM to 7:30 AM (13 hours per night x 5 nights)		1	65	\$50.00	\$3,250.00
Saturday, June 20 @ 7:30 AM to 4:00 PM		1	9	\$50.00	\$450.00
Wednesday, May 20 - June 19		Hello! Destination Management Directional and Human Arrow Support			
Lead Training Day (Wednesday, May 20 10:00 AM - 3:00 PM)		Qty	Hours	Unit Price	Total
Wednesday, May 20: Hello! Las Vegas Lead Staff		7	5	\$45.00	\$1,575.00
Directional Staff / Human Arrows (Thursday, May 21 - Saturday, May 23 7:00 AM - 6:00 PM)		Qty	Hours	Unit Price	Total
Hello! Las Vegas Lead Staff (11 hours per day x 3 days = 33 hours)		3	33	\$45.00	\$4,455.00
Hello! Las Vegas Staff (11 hours per day x 3 days = 33 hours)		31	33	\$40.00	\$40,920.00
Directional Staff / Human Arrows (Monday, May 25 - Friday, June 19 8:00 AM - 6:00 PM)		Qty	Hours	Unit Price	Total
Hello! Las Vegas Lead Staff (10 hours per day x 23 days = 230 hours)		3	230	\$45.00	\$31,050.00
Hello! Las Vegas Staff (10 hours per day x 23 days = 230 hours)		31	230	\$40.00	\$285,200.00
Wednesday, May 20 - June 19		Parking Attendant Support			
Training Day + WEEK 1: (Wednesday, May 20 - Saturday, May 23 7:00 AM - 6:00 PM)		Qty	Hours	Unit Price	Total
Parking Attendant Staff (6 Attendants and 1 Lead @ 11 hours per day- 3 days)		7	11	\$45.00	\$3,465.00
WEEKS 2-5: (Monday, May 25 - Friday, June 19 8:00 AM - 6:00 PM)		Qty	Hours	Unit Price	Total
Parking Attendant Staff (6 Attendants and 1 Lead @ 10 hours per day- 23 days)		7	230	\$45.00	\$72,450.00
Saturday, May 16 - June 21		On Site Rentals			
Event Rentals		Qty	Hours	Unit Price	Total
Black Draping (2,500 Square Feet)		1	0	\$19,750.00	\$19,750.00
Double Door Refrigerators		3	0	\$1,150.00	\$3,450.00
Single Door Refrigerators		7	0	\$595.00	\$4,165.00
Lighted Exit Sign		7	0	\$40.00	\$280.00
Delivery, Set up and Strike		Qty	Hours	Unit Price	Total
Delivery, Set up and Strike		1	0	\$750.00	\$750.00

Monday, May 18 - June 21
8' Banquet Table Black Linen
Linen - Week of 5/18

Linen - Week of 5/25

Foyer Thermal Scan Area
Black Linen for Tripods
Retractable Stanchions

Wednesday, May 20 - June 21

Signage
Social Distancing Sign
Handicap Sign
Alpha Sign
Culinary Sign
Aisle Sign
Station Sign
Exit Sign
Employee Entry Directional Banner
Staff Entry Directional Banner
Social Distancing A Frame Sign
Entry Information A Frame Sign
Staff Entrance Only Door Sign
"Wait Here" Floor Decals
Delivery, Set up & Strike

Wednesday, May 20 - June 21

Description
Outdoor Banner (240"x72")
Foyer Banner (240"x72")
Banners for inside columns (30"x180")
Installation of outdoor banner including boom truck rental
Installation of remaining items including rental of scissor lift and operator
Removal of all items including rental of boom and scissor lift with operator
Blue Lollipop Signage (12"x12")
Purple Lollipop Signage (12"x12")

Onsite Rental Additions

Qty	Hours	Unit Price	Total
35	0	\$17.00	\$595.00
35	0	\$17.00	\$595.00
Qty	Hours	Unit Price	Total
8	0	\$20.00	\$160.00
24	0	\$40.00	\$960.00

Signage

Qty	Hours	Unit Price	Total
8	0	\$43.00	\$344.00
3	0	\$43.00	\$129.00
8	0	\$43.00	\$344.00
3	0	\$43.00	\$129.00
12	0	\$43.00	\$516.00
40	0	\$43.00	\$1,720.00
9	0	\$43.00	\$387.00
3	0	\$73.00	\$219.00
2	0	\$73.00	\$146.00
2	0	\$175.00	\$350.00
3	0	\$175.00	\$525.00
1	0	\$10.00	\$10.00
242	0	\$31.00	\$7,502.00
1	0	\$2,600.00	\$2,600.00

Onsite Signage Additions

Qty	Hours	Unit Price	Total
1	0	\$750.00	\$750.00
1	0	\$750.00	\$750.00
9	0	\$150.00	\$1,350.00
1	0	\$1,075.00	\$1,075.00
1	0	\$4,250.00	\$4,250.00
1	0	\$3,575.00	\$3,575.00
20	0	\$15.00	\$300.00
4	0	\$15.00	\$60.00

Subtotals:	\$582,901.00
Estimated Contract Total:	\$582,901.00

Schedule of Deposits:				
Date Due	Amount Due	Date Paid	Amount Paid	Remaining Unpaid
Due Upon Receipt	100% \$582,901.00	5/18/2020	\$536,333.39	\$46,567.61
Remaining Unpaid Deposits:				\$46,567.61

Payment Information ***Please reference 2006732VC on payment***	
Check Payments: Please make check payable to: Hello! Las Vegas Destination Management 680 Pilot Road, Suite D Las Vegas, NV 89119	ACH/Wire/Credit Card Payments: **TO REDUCE FRAUD PLEASE CALL TO CONFIRM ACH/WIRING INSTRUCTION. HELLO! WILL NOT BE RESPONSIBLE FOR LOST WIRES OR ANY FUNDS SENT TO THE WRONG ACCOUNT ** Please contact receivables@hello-dmc.com for payment information. A 3% forfeited cash discount has been applied to this invoice. Should you choose to pay via credit card this discount will be rescinded.



Contract of Services



University Medical Center of Southern Nevada

Resort COVID Testing
May 16 - June 21, 2020
120,000 Program Attendees

Created For:
Mason VanHoweling
CEO

Created For:
Destiny Hampton
Physician Experience Coordinator

Prepared by:
Kristina Ghiloni
Senior Account Executive
p: 702.387.7319
c: 702.210.4939
kghiloni@hello-dmc.com

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Hello! Destination Management confidentiality request

Thank you for giving us the opportunity to share our creative concepts with you. Please keep in mind that our ideas, designs, structure and other services are unique. We ask you to consider these materials confidential and kindly ask that you do not allow them to be copied or distributed without the express written permission of Hello! Destination Management.

Security Support

Saturday, May 16 – Sunday, June 21, 2020



Security Support Costs

Saturday, May 16, 2020 – Sunday, June 21, 2020	
Licensed, Un-Armed Security	\$50.00 per hour, per security guard (min of 6 consecutive hours of service required)
Pre-Event Overnight Security (1) Saturday, May 16 @ 9:00 AM – Thursday, May 21 7:00 AM \$50.00 per hour x 1 security x 118 hours	\$5,900.00 total
Lead Security Training (1) Wednesday, May 20 – 10:00 AM to 3:00 PM \$50.00 per hour x 1 security x 6 hours (minimum)	\$300.00 total
Licensed, Un-Armed Security (3) with Lead/Breaker (1) Thursday, May 21 – Saturday, May 23 - 7:00 AM to 7:00 PM each day \$50.00 per hour x 4 security x 12 hours per day x 3 days	\$7,200.00 total
Licensed, Un-Armed Security (3) with Lead/Breaker (1) Monday, May 25 – Saturday, June 20 - 7:30 AM to 6:30 PM each day \$50.00 per hour x 4 security x 11 hours per day x 24 days	\$52,800.00 total

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During Event Overnight Security (1) Thursday, May 21 – Friday, May 22 – 7:00 PM to 7:00 AM \$50.00 per hour x 1 security x 12 hours per day x 2 days	\$1,200.00 total
During Event Overnight Security (1) Saturday, May 23 @ 7:00 PM – Monday, May 25 @ 7:30 AM \$50.00 per hour x 1 security x 37 hours	\$1,850.00 total
During Event Overnight Security (1) Monday, May 25 – Friday, May 29 – 6:30 PM to 7:30 AM \$50.00 per hour x 1 security x 13 hours per day x 5 days	\$3,250.00 total
During Event Overnight Security (1) Saturday, May 30 @ 7:00 PM – Monday, June 1 @ 7:30 AM \$50.00 per hour x 1 security x 37 hours	\$1,850.00 total
During Event Overnight Security (1) Monday, June 1 – Friday, June 5 – 6:30 PM to 7:30 AM \$50.00 per hour x 1 security x 13 hours per day x 5 days	\$3,250.00 total
During Event Overnight Security (1) Saturday, June 6 @ 7:00 PM – Monday, June 8 @ 7:30 AM \$50.00 per hour x 1 security x 37 hours	\$1,850.00 total
During Event Overnight Security (1) Monday, June 8 – Friday, June 12 – 6:30 PM to 7:30 AM \$50.00 per hour x 1 security x 13 hours per day x 5 days	\$3,250.00 total
During Event Overnight Security (1) Saturday, June 13 @ 7:00 PM – Monday, June 15 @ 7:30 AM \$50.00 per hour x 1 security x 37 hours	\$1,850.00 total
During Event Overnight Security (1) Monday, June 15 – Friday, June 19 – 6:30 PM to 7:30 AM \$50.00 per hour x 1 security x 13 hours per day x 5 days	\$3,250.00 total
During Event Overnight Security (1) Saturday, June 20 @ 6:30 PM – Sunday, June 21 @ 6:30 PM \$50.00 per hour x 1 security x 24 hours	\$1,200.00 total
	SECURITY GRAND TOTAL \$89,000.00



Security Schedule

Itinerary

Pre-Event Overnight Security Saturday, May 16 – Thursday, May 21, 2020	9:00 AM Saturday – 7:00 AM Thursday
Lead Security Training Wednesday, May 20, 2020	10:00 AM – 3:00 PM
Licensed, Un-Armed Security Thursday, May 21 – Saturday, May 23, 2020	7:00 AM – 7:00 PM
Licensed, Un-Armed Security (days of operation include Monday – Saturday weekly) Monday, May 25 – Saturday, June 20, 2020	7:30 AM – 6:30 PM
During Event Overnight Security Thursday, May 21 – Sunday, June 21	7:00 PM – 7:00 AM Monday through Friday 7:00 PM Saturday – 7:00 AM Monday

Fine Print

- Security, staff and parking attendants require a minimum 15-minute break for every 90-minutes of service. Any staff scheduled for 6-hours or more will also receive an additional 30-minute refreshment break. Any contracted relief staff will rotate during shift breaks to avoid any disruption of service.
- Schedule is based on current Las Vegas Convention and Visitors Authority approvals. Should Las Vegas Convention and Visitors Authority deem additional security coverage is required, client will be billed for actual hours worked by security support.
- Complimentary parking will be provided for each staff or additional parking fees will apply.
- Complimentary meal service and waters will be provided for each staff or additional meal fees will apply.

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Hello! Destination Management Directional and Human Arrow Support

Wednesday, May 20 – Saturday, June 20, 2020



Hello! Destination Management Staff Costs

Wednesday, May 20, 2020 – Saturday, June 20, 2020	
Hello! Destination Management Lead Staff	\$45.00 per hour, per staff (min of 4 consecutive hours of service required)
Hello! Destination Management Staff	\$40.00 per hour, per staff (min of 4 consecutive hours of service required)
Lead Staff Training (7) Wednesday, May 20– 10:00 AM to 3:00 PM \$45.00 per hour x 7 staff x 5 hours	\$1,575.00 total
Lead Staff (3) Thursday, May 21 – Saturday, May 23 - 7:00 AM to 6:00 PM each day \$45.00 per hour x 3 staff x 11 hours per day x 3 days	\$4,455.00 total
Directional Staff (25) and Breakers (6) Thursday, May 21 – Saturday, May 23 - 7:00 AM to 6:00 PM each day \$40.00 per hour x 31 staff x 11 hours per day x 3 days	\$40,920.00 total
Lead Staff (3) Monday, May 25 – Saturday, June 20 – 8:00 AM to 6:00 PM (days of operation include Monday – Saturday weekly) \$45.00 per hour x 3 staff x 10 hours per day x 24 days	\$32,400.00 total
Directional Staff (25) and Breakers (6) Monday, May 25 – Saturday, June 20 – 8:00 AM to 6:00 PM (days of operation include Monday – Saturday weekly) \$40.00 per hour x 31 staff x 10 hours per day x 24 days	\$297,600.00 total
STAFFING GRAND TOTAL \$376,950.00	



Directional and Human Arrow Staff Schedule

Itinerary

Lead Staff Training Wednesday, May 20, 2020	10:00 AM – 3:00 PM
Directional Staff / Human Arrows Thursday, May 21 – Saturday, May 23, 2020	7:00 AM – 6:00 PM
Directional Staff / Human Arrows Monday, May 25 – Saturday, June 20, 2020 (days of operation include Monday – Saturday weekly)	8:00 AM – 6:00 PM

Fine Print

- Security, staff and parking attendants require a minimum 15-minute break for every 90-minutes of service. Any staff scheduled for 6-hours or more will also receive an additional 30-minute refreshment break. Any contracted relief staff will rotate during shift breaks to avoid any disruption of service.
- Complimentary parking will be provided for each security staff or additional parking fees will apply.
- Complimentary meal service and waters will be provided for each security staff or additional meal fees will apply.
- All staff shifts will take place indoors at the Las Vegas Convention Center.
- Should additional uniform needs be required based on requested staff coverage needs, uniform fees will be assessed on the final invoice.

Parking Attendant Support

Wednesday, May 20 – Saturday, June 20, 2020



Parking Attendant Costs

Wednesday, May 20, 2020 – Saturday, June 20, 2020	
Parking Attendant	\$45.00 per hour, per attendant (min of 5 consecutive hours of service required)
Lead Parking Attendant Training (1) Wednesday, May 20 – 10:00 AM to 3:00 PM \$45.00 per hour x 1 attendant x 5 hours	\$225.00 total
Parking Attendant Lead (1) and Parking Attendants (6) Thursday, May 21 – Saturday, May 23 - 7:00 AM to 6:00 PM \$45.00 per hour x 7 attendants x 11 hours per day x 3 days	\$10,395.00 total
Parking Attendant Lead (1) and Parking Attendants (6) Monday, May 25 – Saturday, June 20 - 8:00 AM to 6:00 PM \$45.00 per hour x 7 attendants x 10 hours per day x 24 days	\$75,600.00
	PARKING ATTENDANT GRAND TOTAL \$86,220.00



Parking Attendant Schedule

Itinerary

Lead Parking Attendant Training Wednesday, May 20, 2020	10:00 AM – 3:00 PM
Parking Attendants Thursday, May 21 – Saturday, May 23, 2020	7:00 AM – 6:00 PM
Parking Attendants Monday, May 25 – Saturday, June 20, 2020 (days of operation include Monday – Saturday weekly)	8:00 AM – 6:00 PM

Fine Print

- Security, staff and parking attendants require a minimum 15-minute break for every 90-minutes of service. Any staff scheduled for 6-hours or more will also receive an additional 30-minute refreshment break. Any contracted relief staff will rotate during shift breaks to avoid any disruption of service.
- Complimentary parking will be provided for each parking staff or additional parking fees will apply.
- Complimentary meal service and waters will be provided for each parking staff or additional meal fees will apply.

Saturday, May 16 – Sunday, June 21, 2020

Event Location	Load-in Date / Time	Strike Date / Time
LVCC – SOUTH HALL 1	Saturday, May 16, 2020 Morning	Sunday, June 21, 2020 Morning



Hello! Las Vegas Destination Management | 2006732VC | Page 9
 Hello! Initials | University Medical Center of Southern Nevada



D.



E.



F.

D.	Power Strip (QTY 10)	\$12.00 each
E.	6' Round Table (QTY 10)	\$32.00 each
F.	Lighted Exit Sign (QTY 7)	\$40.00 each
	Delivery, Set & Strike (includes above rental items and labor to set/strike (QTY 75) 8' banquet tables, (QTY 240) chairs & (QTY 40) easels	\$750.00 total

Additional Needs

The items below are needed to complete the proposed event. Hello! Destination Management will assist in coordinating these items on behalf of client, but please note that client is responsible for charges levied by the venue and its contracted providers. These rates are not controlled by Hello! Destination Management. Please contact your venue representative for estimated costs for electrical.

Item/Act	Power Requirements
Double Door Refrigerator	12 gauge extension cord or direct into outlet
Single Door Refrigerator	12 gauge extension cord or direct into outlet
Lit Exit Signs	20 amps of power each

Fine Points

- Should any décor be added to the program after this agreement is signed, the elements will be subject to additional delivery, set up and strike fees.
- All costs are based on above schedule Saturday, May 16, 2020 – June 21, 2020. Additional rental extension requested beyond this schedule may result in additional fees and rental items will be based on availability.
- Any lost or damaged items will necessitate a replacement or repair charge.
- Any changes in design, location or scheduling to the contracted services may result in additional charges to the client for shipping, labor, construction, and other related costs. Any conditions beyond our control, including but not limited to weather conditions, venue changes and time changes, causing delays to set up or strike may result in reasonable additional labor, transportation, and other related costs.
- The items below are needed to complete the proposed event. Hello! Las Vegas will assist in coordinating these items on behalf of client, but please note that client is responsible for charges levied by the hotel/venue and its contracted providers. These rates are not controlled by Hello! Las Vegas. Please contact your hotel/venue representative for estimated costs.
 - Event Permits required by applicable county which may be needed for drape, risers, tents, Additional fees may also be incurred for CAD drawings required upon submission for permit.
 - Electrical Services
 - Rigging Services
 - Drayage

Signage

Wednesday, May 20 – Sunday, June 21, 2020

Event Information

Event Location	Load-in Date / Time	Strike Date / Time
LVCC – SOUTH HALL 1	Wednesday, May 20, 2020 Morning	Sunday, June 21, 2020 Morning

A.	Social Distancing Signs (22"x28") (QTY 8) – placed on easel	\$43.00 each
B.	Handicap Signs (22"x28") (QTY 3) – placed on easel	\$43.00 each
C.	Alpha Signs (22"x28") (QTY 8) – placed on easel	\$43.00 each
D.	Culinary Signs (22"x28") (QTY 3) – placed on easel	\$43.00 each
E.	Aisle Signs (22"x28") (QTY 12) – placed on easel	\$43.00 each
F.	Station Signs (22"x28") (QTY 40) – affixed to drape	\$43.00 each
G.	Exit Signs (22"x28") (QTY 9) – (7) affixed to drape and (2) placed on easel	\$43.00 each
H.	Employee Entry Directional Banners (96"x36") (QTY 3) – affixed to fencing	\$73.00 each
I.	Staff Entry Directional Banners (96"x36") (QTY 2) – affixed to fencing	\$73.00 each
J.	Social Distancing A Frame Signs (24"x36") (QTY 2)	\$175.00 each
K.	Entry Information A Frame Signs (24"x36") (QTY 3)	\$175.00 each
L.	Staff Entrance Only Door Sign (18"x12") (QTY 1) – affixed to door	\$10.00 each
M.	"Wait Here" Floor Decals (18x18") (QTY 242) – 121 installed 5/20, 121 installed 6/3	\$31.00 each
Delivery, Set & Strike (includes strike and re-set of new floor dots on June 3)		\$2,600.00 total

Fine Points

- Should any items be added to the program after this agreement is signed, the elements will be subject to additional delivery, set up and strike fees.
- Any changes in design, location or scheduling to the contracted services may result in additional charges to the client for shipping, labor, construction, and other related costs. Any conditions beyond our control, including but not limited to weather conditions, venue changes and time changes, causing delays to set up or strike may result in reasonable additional labor, transportation, and other related costs.
- The items below are needed to complete the proposed event. Hello! Las Vegas will assist in coordinating these items on behalf of client, but please note that client is responsible for charges levied by the hotel/venue and its contracted providers. These rates are not controlled by Hello! Las Vegas. Please contact your hotel/venue representative for estimated costs.
 - Event Permits required by applicable county which may be needed for drape, risers, tents, Additional fees may also be incurred for CAD drawings required upon submission for permit.
 - Electrical Services
 - Rigging Services
 - Drayage

Service Terms & Conditions

Cancellation Policy

- Should any cancellations be made after a signed contract has been received, a 100% cancellation fee is due and payable on all services.
- All scheduling details outlined above for all security, staff and parking attendants are based on current estimations provided. Additional hours or extension of service dates may be accommodated, however, no decrease in hours or service dates are permitted.

Safety and Protection

- All support personnel must be provided (1) medical-grade face mask per day and access to hand sanitizing stations throughout the facility.
- All support personnel will be provided complimentary COVID-19 testing prior to both starting their first shift and ending their last shift on the program.
- UMC medical professional(s) will conduct a minimum of one safety briefing for all staff prior to the beginning of the first shift. This safety briefing will consist of instruction and best practices of how to help prevent COVID-19 contagion.
- Client will be responsible for the cleaning and disinfection of the facility and common areas. Client-provided cleaning and disinfection will be in accordance with the current CDC COVID-19 guidelines, including use of EPA-approved disinfectants.
- HLV's staff will be positioned based on Client's direction. Client will position team members in accordance with CDC COVID-19 prevention guidelines.
- In the event that a Hello! staff member receives a positive test result and/or excessive temperature check upon shift arrival, they will be excused from service. HLV! will make every reasonable attempt to fill that shift, based on Client approval. In the event of a health-related staff release, Client shall still be responsible for discharged employee's daily shift minimum guarantee and any additional new staff hours resulting from shift disruption.
- In the event that the facility or operation is closed/halted due to safety or health concerns, including COVID-19 (temporarily or permanently), Client is responsible for minimum guarantee of all contracted and agreed-upon staffing and equipment services herein, as well as any additional charges resulting from potential necessary disinfecting, replacement/additional rentals and/or additional staffing needs.

Availability

All services are on a tentative hold but are subject to availability until a signed contract is received by Hello! Destination Management. No supplier contract shall be signed prior to Hello! Destination Management's receipt of an executed contract and any preliminary deposits.

Force Majeure

Neither party will be responsible to the other party for any failure to fulfill its obligations under the Agreement due to causes beyond its reasonable control, including fire, hurricane, tornado, snowstorm, flood, war, shortages, riots, insurrections, explosions, earthquakes, natural disasters, or any other acts of God, or any act or regulation of any federal, state, or local government or regulatory body ("Force Majeure Occurrence"), resulting in or causing the cancellation of the planned event or preventing or precluding travel of a majority of planned attendees to the event. Provided the party affected by the Force Majeure Occurrence promptly notifies the other party in writing such non-performance is excused and the party affected by the Force Majeure Occurrence may terminate the Agreement without further liability. If a Force Majeure Occurrence exists and Client asserts its rights under this provision, Hello! shall make reasonable efforts to minimize cancellation charges or fees from its Suppliers, and Client shall pay only any reasonable and documented Hello! expenses incurred and Hello! will return all recoverable supplier deposits, net of such expenses.

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General Terms and Conditions
Applicable to all Services

This document, when signed by an authorized representative of University Medical Center of Southern Nevada and an authorized representative of Hello! Destination Management will constitute an agreement between University Medical Center of Southern Nevada and Hello! Destination Management for these services.

DEPOSIT: Due upon receipt Hello! Destination Management requires a deposit of ninety percent (90%) of the total anticipated charges for the program based on this Services Agreement outlining all costs. Services provided by third parties are not normally finalized until a deposit is received. Therefore, please reference the corresponding Deposit Request for any earlier deposits that are required. Final payment equal to the remainder of the program total and any charges for additional services is due upon receipt of the Final Invoice.

GUARANTEE: Prices listed in this Agreement are guaranteed for the group and program as outlined. Client is responsible for the minimums as specified for each service. If the minimums are not met, Client is responsible for full payment of minimum charges.

RESPONSIBILITY: Hello! Destination Management, shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damage or loss of other property, loss of revenue, cost of capital or claims of customers. The liability of Hello! Destination Management pursuant to this Agreement or otherwise to all persons and organizations for all losses, claims, actions, judgments, damages, costs and expenses whatsoever, whether in contract or in tort, shall be limited to the amount of money paid to Hello! Destination Management pursuant to this Agreement. The foregoing limitation shall not apply to injury to persons or property (i) due to the gross negligence or willful misconduct of Hello! Destination Management, Inc., or (ii) to the extent the liability of Hello! Destination Management is covered by an applicable policy of insurance.

INSURANCE: Hello! Destination Management, will carry adequate liability and other insurance to protect itself against any claims arising from its services related to the contracted program. Hello! carries a comprehensive commercial General Liability policy designed specifically for Hello! Destination Management. Companies underwritten with Zurich Insurance Company. The National Program is called Travel Agents and Tour Operators Professional Liability insurance. The General Liability and Professional Liability limits are \$5M per occurrence/per aggregate; Business Automobile for Hired and Non-Owned vehicles is \$5M; Workers Compensation is consistent with requirements of State Law with \$500K/\$500K/\$500K for Employer Liability. Hello! also carries an excess policy over these primary layers. Upon written request, Hello! Destination Management will add the Client as an Additional Insured. Certificates of Insurance are provided upon request.

SECURITY: Off-site functions require each attendee to have a name badge (if applicable) and photo identification available in the event of any random security checks. Hello! Destination Management is not responsible for the event time being delayed due to any unforeseen security issues.

INDEMNIFICATION: Except in the event of willful misconduct or negligence on the part of Client or Las Vegas Convention and Visitors Authority ("LVCVA") its officers, employees, representatives, and agents (Collectively, "Indemnitees") Hello! Destination Management will indemnify and hold harmless Indemnitees from any and all claims, demands, actions, causes of action, penalties, liens, mechanic's liens, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for any injury or death, or damage to or loss of property (including, but not limited to, the testing site) caused by its sublessees, contractors, officers, employees, representatives, invitees, or agents. The liability of Hello! Destination Management pursuant to this paragraph is limited as set forth in the Responsibility paragraph on this page. Hello! Destination Management will not be liable for the acts or omissions of any independent contractors engaged by Client, any other person engaged by Client, or any guest, member, attendee or customer of Client. To the extent expressly authorized by Nevada law, Client will indemnify and hold harmless Hello! Destination Management and its officers, directors, shareholders, employees and agents from any claim arising out of the negligent acts or omissions of Client, third parties engaged by Client, or any guest, member, attendee or customer of Client.

DATA PRIVACY: Client represents and warrants that it has obtained from each Attendee the necessary consent and/or made the necessary disclosures, as required by Applicable Privacy Laws, for (i) transferring such any Attendee's Personal Information required to perform the Services to HDM; (ii) allowing Hello! Destination Management to process the Attendee's Personal Information to perform the Services; and (iii) allowing for Hello! Destination Management to transfer all or some of the Attendee's personal information to a third party assisting Hello! Destination Management in performing the Services. Hello! Destination Management believes strongly in protecting user privacy. Please refer to our Privacy Policy on our website for more information. <https://www.hello-dmc.com/privacy-policy/>

MISCELLANEOUS: (a) This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, legal representatives, successors and assigns; (b) It is the intent of the parties hereto that Hello! Destination Management shall be an independent contractor. Nothing in this Agreement is intended to create, nor shall it be construed to create, a landlord-tenant, employer-employee, joint-venture or partnership relationship between the parties hereto; (c) The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted; (d) This Agreement is solely the benefit of the parties and, therefore, no person or persons other than the parties shall have any right or privileges under this Agreement either as third party beneficiaries or otherwise; (e) This Agreement is to be construed in accordance with and shall be governed by the laws of the State of; (f) This Agreement may not be amended, changed or otherwise modified unless written and signed by authorized representatives of Hello! Destination Management and Client; (g) If there is any conflict between specific terms and conditions set forth in this Agreement and the general terms and conditions applicable to all services, the specific terms and conditions shall govern; and (h) The services, items and terms stated herein constitute the full extent of this Agreement. Disputes shall be arbitrated under the rules and regulations of the American Arbitration Association whose ruling will be final in any court and in any jurisdiction.

Kg

Hello! Initials |

MV

All services are considered tentative and subject to availability and price increases until Agreement is fully executed by both parties. A signed copy of this Agreement should be sent to Hello! Destination Management and a copy should be retained by Client.

This is to certify that we, the undersigned, accept this Agreement as written and agree to abide by all terms and arrangements as outlined herein.

Accepted and agreed to:

For: Hello! Destination Management
An agent for University Medical Center of Southern Nevada & Resort COVID Testing

For: University Medical Center of Southern Nevada

By: Kristina Ghiloni
Kristina Ghiloni
Senior Account Executive

By: Mason VanHoweling
Mason VanHoweling
CEO

Date: 5/14/20

Date: May 14, 2020

Prog. # 2006732VC

The pricing in this contract reflects a 3% discount for payments made by company check or wire transfer. Should payment be made by credit card, this discount will be rescinded and added to any amount charged to a credit card.

KG



Hello! Las Vegas Destination Management, Inc.
dba Hello! Destination Management
 680 Pilot Road, Suite D
 Las Vegas, NV 89119
 Federal Tax ID: 59-3646777
 Office: 702-387-1900 Fax: 702-387-1903
Date: 6/19/2020
Client #:44947

DEPOSIT REQUEST

University Medical Center of Southern Nevada

Customer # 44947
Group: Resort and CCSD Testing
Contact: Destiny Hampton
Street: 1800 West Charleston Blvd
PO/Suite:
City/State: Las Vegas , NV 89102
Phone: (702) 383-8341
Fax:

Program #: 2008718VC
Dates: 6/20/2020 -6/30/20
Hotel: _no hotel
Pax: 35000
AE: Kristina Ghiloni
AM:
Client P.O. #:

Saturday, June 20 - June 30

Pre-Event Overnight Security (Saturday, June 20 @ 4:00 PM - Monday, June 22 @ 7:30 AM)
 Overnight Security Service

Security Support

Qty	Hours	Unit Price	Total
1	52	\$50.00	\$2,600.00

Licensed, Un-Armed Security (Monday, June 22 - Tuesday, June 30; 7:30 AM - 5:30 PM every Monday - Friday)

Qty	Hours	Unit Price	Total
3	70	\$50.00	\$10,500.00

Security Service (2 Guards, 1 Lead/Breaker @ 10 hours x 7 days = 70 hours)

During Event Overnight Security

Qty	Hours	Unit Price	Total
1	56	\$50.00	\$2,800.00

Monday, June 22 - Thursday June 25; 5:30 PM to 7:30 AM (14 hours per night x 4 nights)

Qty	Hours	Unit Price	Total
1	62	\$50.00	\$3,100.00

Friday, June 26 @ 5:30 PM to Monday, June 29 @ 7:30 AM

Qty	Hours	Unit Price	Total
1	28	\$50.00	\$1,400.00

Monday, June 29 and Tuesday, June 30; 5:30 PM to 7:30 PM (14 hours per night x 2 nights)

Saturday, June 20 - June 30

On-site Rental/Decor Extension

Theme Décor
 On-site Decor/ Rental Extension to include: all drape as currently setup, exit signs, all linens (no refresh), stanchions, 3 single refrigerators (June)

Qty	Hours	Unit Price	Total
1	0	\$4,375.00	\$4,375.00

Saturday, June 22 - June 30

Hello! Destination Management Directional Support

Directional Staff / Human Arrows (Monday, June 22 - Tuesday, June 30; 7:30 AM - 4:30 PM every Monday - Friday)

Qty	Hours	Unit Price	Total
1	63	\$45.00	\$2,835.00

Hello! Las Vegas Lead Staff (9 hours per day x 7 days = 63 hours)

Qty	Hours	Unit Price	Total
5	63	\$40.00	\$12,600.00

Hello! Las Vegas Staff and Breakers (9 hours per day x 7 days = 63 hours)

Saturday, June 22 - June 30

Parking Attendant Staff

Parking Attendant Staff

Qty	Hours	Unit Price	Total
2	63	\$45.00	\$5,670.00

Monday, June 22 - Tuesday, June 30; 7:30 PM to 4:30 PM every Monday - Friday (9 hours per day x 7 days = 63 hours)

Subtotals:	\$45,880.00
Estimated Contract Total:	\$45,880.00

Schedule of Deposits:				
Date Due	Amount Due	Date Paid	Amount Paid	Remaining Unpaid
Due Upon Receipt	100%		\$0.00	\$45,880.00
Remaining Unpaid Deposits:				\$45,880.00

Payment Information ***Please reference 2008718VC on payment***	
Check Payments: Please make check payable to: Hello! Las Vegas Destination Management 680 Pilot Road, Suite D Las Vegas, NV 89119	ACH/Wire/Credit Card Payments: **TO REDUCE FRAUD PLEASE CALL TO CONFIRM ACH/WIRING INSTRUCTION. HELLO! WILL NOT BE RESPONSIBLE FOR LOST WIRES OR ANY FUNDS SENT TO THE WRONG ACCOUNT ** Please contact receivables@hello-dmc.com for payment information. A 3% forfeited cash discount has been applied to this invoice. Should you choose to pay via credit card this discount will be rescinded.



LAS VEGAS
DESTINATION MANAGEMENT

Hello! Las Vegas Destination Management, Inc.
dba Hello! Destination Management
680 Pilot Road, Suite D
Las Vegas, NV 89119
Federal Tax ID: 59-3646777
Office: 702-387-1900 Fax: 702-387-1903
Date: 7/12/2020
Client #:44947

DEPOSIT REQUEST

University Medical Center of Southern Nevada

Customer # 44947
Group: Resort and CCSD Testing
Contact: Destiny Hampton
Street: 1800 West Charleston Blvd
PO/Suite:
City/State: Las Vegas , NV 89102
Phone: (702) 383-8341
Fax:

Program #: 2008718VC
Dates: 6/20/2020 - 6/30/2020
Hotel: _no hotel
Pax: 35000
AE: Kristina Ghiloni
AM: Ron Alvarez
Client P.O. #:

Saturday, June 20, 2020		Saturday, June 20, 2020			
Description	Qty	Hours	Unit Price	Total	
Overnight Security (4:30PM - 7:30AM)	1	15	\$50.00	\$750.00	
Sunday, June 21, 2020		Sunday, June 21, 2020			
Description	Qty	Hours	Unit Price	Total	
Overnight Security (7:30AM-7:30AM)	1	24	\$50.00	\$1,200.00	
Monday, June 22, 2020		Monday, June 22, 2020			
Description	Qty	Hours	Unit Price	Total	
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00	
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00	
Parking Attendants Staff (7:30AM-4:30PM)	2	9	\$45.00	\$810.00	
Directional Staff / Human Arrows (7:30AM-4:30PM)	5	9	\$40.00	\$1,800.00	
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00	
Tuesday, June 23, 2020		Tuesday, June 23, 2020			
Description	Qty	Hours	Unit Price	Total	
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00	
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00	
Parking Attendants Staff (7:30AM-4:30PM)	2	9	\$45.00	\$810.00	
Directional Staff / Human Arrows (7:30AM-4:30PM)	5	9	\$40.00	\$1,800.00	
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00	
Wednesday, June 24, 2020		Wednesday, June 24, 2020			
Description	Qty	Hours	Unit Price	Total	
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00	
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00	
Parking Attendants Staff (7:30AM-4:30PM)	2	9	\$45.00	\$810.00	
Directional Staff / Human Arrows (7:30AM-4:30PM)	5	9	\$40.00	\$1,800.00	
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00	

Thursday, June 25, 2020

Thursday, June 25, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00
Parking Attendants Staff (7:30AM-4:30PM)	2	9	\$45.00	\$810.00
Directional Staff / Human Arrows (7:30AM-4:30PM)	5	9	\$40.00	\$1,800.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Friday, June 26, 2020

Friday, June 26, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00
Parking Attendants Staff (7:30AM-4:30PM)	2	9	\$45.00	\$810.00
Directional Staff / Human Arrows (7:30AM-4:30PM)	5	9	\$40.00	\$1,800.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Saturday, June 27, 2020

Saturday, June 27, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (7:30AM-7:30AM)	1	24	\$50.00	\$1,200.00

Sunday, June 28, 2020

Sunday, June 28, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (7:30AM-7:30AM)	1	24	\$50.00	\$1,200.00

Monday, June 29, 2020

Monday, June 29, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00
Parking Attendants Staff (7:30AM-4:30PM)	2	9	\$45.00	\$810.00
Directional Staff / Human Arrows (7:30AM-4:30PM)	10	9	\$40.00	\$3,600.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Tuesday, June 30, 2020

Tuesday, June 30, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00
Parking Attendants Staff (7:30AM-4:30PM)	5	9	\$45.00	\$2,025.00
Directional Staff / Human Arrows (7:30AM-4:30PM)	12	9	\$40.00	\$4,320.00
Directional Leads (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	6	5	\$40.00	\$1,200.00

Total June 20-30, 2020	\$48,900.00
Payment	(45,880.00)
Balance June 20-30, 2020	3,020.00

Schedule of Deposits:				
	Amount Due	Date Paid	Amount Paid	Remaining Unpaid
June 20-30, 2020	\$48,900.00	7/6/2020	\$45,880.00	\$3,020.00
Total	\$48,900.00	Remaining Unpaid Deposits:		\$3,020.00

Payment Information *Please reference 2008718VC on payment*****

Check Payments:

Please make check payable to:

Hello! Las Vegas Destination Management

680 Pilot Road, Suite D

Las Vegas, NV 89119

ACH/Wire/Credit Card Payments:

****TO REDUCE FRAUD PLEASE CALL TO CONFIRM ACH/WIRING INSTRUCTION.
HELLO! WILL NOT BE RESPONSIBLE FOR LOST WIRES OR ANY FUNDS SENT
TO THE WRONG ACCOUNT ****

Please contact receivables@hello-dmc.com for payment information.

A 3% forfeited cash discount has been applied to this invoice. Should you choose to pay via credit card this discount will be rescinded.



LAS VEGAS
DESTINATION MANAGEMENT

Hello! Las Vegas Destination Management, Inc.
dba Hello! Destination Management
680 Pilot Road, Suite D
Las Vegas, NV 89119
Federal Tax ID: 59-3646777
Office: 702-387-1900 Fax: 702-387-1903
Date: 6/15/2020
Client #: 44947

DEPOSIT REQUEST

University Medical Center of Southern Nevada

Customer # 44947
Group: Resort COVID Testing
Contact: Mason VanHoweling
Street: 1800 West Charleston Blvd
PO/Suite:
City/State: Las Vegas, NV 89102
Phone: (702) 383-8341
Fax:

Program #: 2006732VC
Dates: 5/16/2020 - 6/20/2020
Hotel: _no hotel
Pax: 120000
AE: Kristina Ghiloni
AM: Ron Alvarez
Client P.O. #:

Saturday, May 16 - June 20	Security Support				
Pre-Event Overnight Security (Saturday, May 16 @ 9:00 AM - Thursday, May 21 @ 7:00 AM)	Qty	Hours	Unit Price	Total	
Overnight Security Service	1	118	\$50.00	\$5,900.00	
Lead Security Training Day (Wednesday, May 20 10:00 AM - 3:00 PM)	Qty	Hours	Unit Price	Total	
Security Training (six hour minimum)	1	6	\$50.00	\$300.00	
Licensed, Un-Armed Security (Thursday, May 21 - Saturday, May 23 7:00 AM - 7:00 PM)	Qty	Hours	Unit Price	Total	
Security Service (3 Guards, 1 Lead/Breaker @ 12 hours x 3 days = 36 hours)	4	36	\$50.00	\$7,200.00	
Licensed, Un-Armed Security (Monday, May 25 - Friday, June 19 7:30 AM - 6:30 PM)	Qty	Hours	Unit Price	Total	
Security Service (3 Guards, 1 Lead/Breaker @ 11 hours x 23 days = 253 hours)	4	253	\$50.00	\$50,600.00	
During Event Overnight Security	Qty	Hours	Unit Price	Total	
Thursday, May 21 and Friday, May 22: 7:00 PM to 7:00 AM (12 hours per night x 2 nights)	1	24	\$50.00	\$1,200.00	
Saturday, May 23 @ 7:00 PM to Monday, May 25 @ 7:30 AM	1	37	\$50.00	\$1,850.00	
Monday, May 25 - Friday, May 29: 6:30 PM to 7:30 AM (13 hours per night x 5 nights)	1	65	\$50.00	\$3,250.00	
Saturday, May 30 @ 6:30 PM to Monday, June 1 @ 7:30 AM	1	37	\$50.00	\$1,850.00	
Monday, June 1 - Friday, June 5: 6:30 PM to 7:30 AM (13 hours per night x 5 nights)	1	65	\$50.00	\$3,250.00	
Saturday, June 6 @ 6:30 PM to Monday, June 8 @ 7:30 AM	1	37	\$50.00	\$1,850.00	
Monday, June 8 - Friday, June 12: 6:30 PM to 7:30 AM (13 hours per night x 5 nights)	1	65	\$50.00	\$3,250.00	
Saturday, June 13 @ 6:30 PM to Monday, June 15 @ 7:30 AM	1	37	\$50.00	\$1,850.00	
Monday, June 15 - Friday, June 19: 6:30 PM to 7:30 AM (13 hours per night x 5 nights)	1	65	\$50.00	\$3,250.00	
Saturday, June 20 @ 7:30 AM to 4:00 PM	1	8	\$50.00	\$450.00	
Wednesday, May 20 - June 19	Hello! Destination Management Directional and Human Arrow Support				
Lead Training Day (Wednesday, May 20 10:00 AM - 3:00 PM)	Qty	Hours	Unit Price	Total	
Wednesday, May 20: Hello! Las Vegas Lead Staff	7	5	\$45.00	\$1,575.00	
Directional Staff / Human Arrows (Thursday, May 21 - Saturday, May 23 7:00 AM - 6:00 PM)	Qty	Hours	Unit Price	Total	
Hello! Las Vegas Lead Staff (11 hours per day x 3 days = 33 hours)	3	33	\$45.00	\$4,455.00	
Hello! Las Vegas Staff (11 hours per day x 3 days = 33 hours)	31	33	\$40.00	\$40,920.00	
Directional Staff / Human Arrows (Monday, May 25 - Friday, June 19 8:00 AM - 6:00 PM)	Qty	Hours	Unit Price	Total	
Hello! Las Vegas Lead Staff (10 hours per day x 23 days = 230 hours)	3	230	\$45.00	\$31,050.00	
Hello! Las Vegas Staff (10 hours per day x 23 days = 230 hours)	31	230	\$40.00	\$285,200.00	
Wednesday, May 20 - June 19	Parking Attendant Support				
Training Day + WEEK 1: (Wednesday, May 20 - Saturday, May 23 7:00 AM - 6:00 PM)	Qty	Hours	Unit Price	Total	
Parking Attendant Staff (6 Attendants and 1 Lead @ 11 hours per day- 3 days)	7	11	\$45.00	\$3,465.00	
WEEKS 2-5: (Monday, May 25 - Friday, June 19 8:00 AM - 6:00 PM)	Qty	Hours	Unit Price	Total	
Parking Attendant Staff (6 Attendants and 1 Lead @ 10 hours per day- 23 days)	7	230	\$45.00	\$72,450.00	
Saturday, May 16 - June 21	On Site Rentals				
Event Rentals	Qty	Hours	Unit Price	Total	
Black Draping (2,500 Square Feet)	1	0	\$19,750.00	\$19,750.00	
Double Door Refrigerators	3	0	\$1,150.00	\$3,450.00	
Single Door Refrigerators	7	0	\$595.00	\$4,165.00	
Lighted Exit Sign	7	0	\$40.00	\$280.00	
Delivery, Set up and Strike	Qty	Hours	Unit Price	Total	
Delivery, Set up and Strike	1	0	\$750.00	\$750.00	

Page 56 of 368

Monday, May 18 - June 21

8' Banquet Table Black Linen

Linen - Week of 5/18

Linen - Week of 5/25

Foyer Thermal Scan Area

Black Linen for Tripods

Retractable Stanchions

Wednesday, May 20 - June 21

Signage

Social Distancing Sign

Handicap Sign

Alpha Sign

Culinary Sign

Aisle Sign

Station Sign

Exit Sign

Employee Entry Directional Banner

Staff Entry Directional Banner

Social Distancing A Frame Sign

Entry Information A Frame Sign

Staff Entrance Only Door Sign

"Wait Here" Floor Decals

Delivery, Set up & Strike

Wednesday, May 20 - June 21

Description

Outdoor Banner (240"x72")

Foyer Banner (240"x72")

Banners for inside columns (30"x180")

Installation of outdoor banner including boom truck rental

Installation of remaining items including rental of scissor lift and operator

Removal of all items including rental of boom and scissor lift with operator

Blue Lollipop Signage (12"x12")

Purple Lollipop Signage (12"x12")

Onsite Rental Additions

Qty	Hours	Unit Price	Total
35	0	\$17.00	\$595.00
35	0	\$17.00	\$595.00
Qty	Hours	Unit Price	Total
8	0	\$20.00	\$160.00
24	0	\$40.00	\$960.00

Signage

Qty	Hours	Unit Price	Total
8	0	\$43.00	\$344.00
3	0	\$43.00	\$129.00
8	0	\$43.00	\$344.00
3	0	\$43.00	\$129.00
12	0	\$43.00	\$516.00
40	0	\$43.00	\$1,720.00
9	0	\$43.00	\$387.00
3	0	\$73.00	\$219.00
2	0	\$73.00	\$146.00
2	0	\$175.00	\$350.00
3	0	\$175.00	\$525.00
1	0	\$10.00	\$10.00
242	0	\$31.00	\$7,502.00
1	0	\$2,600.00	\$2,600.00

Onsite Signage Additions

Qty	Hours	Unit Price	Total
1	0	\$750.00	\$750.00
1	0	\$750.00	\$750.00
9	0	\$150.00	\$1,350.00
1	0	\$1,075.00	\$1,075.00
1	0	\$4,250.00	\$4,250.00
1	0	\$3,575.00	\$3,575.00
20	0	\$15.00	\$300.00
4	0	\$15.00	\$60.00

Subtotals: \$582,901.00

Estimated Contract Total: \$582,901.00

Schedule of Deposits:

Date Due	Amount Due	Date Paid	Amount Paid	Remaining Unpaid
Due Upon Receipt	100% \$582,901.00	5/18/2020	\$536,333.39	\$46,567.61
Remaining Unpaid Deposits:				\$46,567.61

Payment Information ***Please reference 2008732VC on payment***

Check Payments:

Please make check payable to:

Hello! Las Vegas Destination Management

680 Pilot Road, Suite D

Las Vegas, NV 89119

ACH/Wire/Credit Card Payments:

**TO REDUCE FRAUD PLEASE CALL TO CONFIRM ACH/WIRING INSTRUCTION. HELLO! WILL NOT BE RESPONSIBLE FOR LOST WIRES OR ANY FUNDS SENT TO THE WRONG ACCOUNT **

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Contract of Services



University Medical Center of Southern Nevada

LVCC Extension

June 20 – June 30, 2020

Created For:
Mason VanHoweling
CEO

Created For:
Destiny Hampton
Physician Experience Coordinator

Prepared by:
Kristina Ghiloni
Senior Account Executive
p: 702.387.7319
c: 702.210.4939
kghiloni@hello-dmc.com

Table of Contents

Experiences

Security Support	3
Hello! Destination Management Directional and Human Arrow Support	4
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Terms and Conditions	8

Hello! Destination Management confidentiality request

Thank you for giving us the opportunity to share our creative concepts with you. Please keep in mind that our ideas, designs, structure and other services are unique. We ask you to consider these materials confidential and kindly ask that you do not allow them to be copied or distributed without the express written permission of Hello! Destination Management.

Security Support

Saturday, June 20 – Tuesday, June 30, 2020



Security Support Costs

Saturday, June 20 - June 30		Security Support			
Pre-Event Overnight Security (Saturday, June 20 @ 4:00 PM - Monday, June 22 @ 7:30 AM)		Qty	Hours	Unit Price	Total
Overnight Security Service		1	52	\$50.00	\$2,600.00
Licensed, Un-Armed Security (Monday, June 22 - Tuesday, June 30; 7:30 AM - 5:30 PM every Monday - Friday)		Qty	Hours	Unit Price	Total
Security Service (2 Guards, 1 Lead/Breaker @ 10 hours x 7 days = 70 hours)		3	70	\$50.00	\$10,500.00
During Event Overnight Security		Qty	Hours	Unit Price	Total
Monday, June 22 - Thursday June 25; 5:30 PM to 7:30 AM (14 hours per night x 4 nights)		1	56	\$50.00	\$2,800.00
Friday, June 26 @ 5:30 PM to Monday, June 29 @ 7:30 AM		1	62	\$50.00	\$3,100.00
Monday, June 29 and Tuesday, June 30; 5:30 PM to 7:30 PM (14 hours per night x 2 nights)		1	28	\$50.00	\$1,400.00



Security Schedule

Itinerary

Pre-Event Overnight Security Saturday, June 20 – Monday, June 22, 2020	4:00 PM Saturday – 7:30 AM Monday
Licensed, Un-Armed Security (days of operation Monday – Friday weekly) Monday, June 22 – Tuesday, June 30, 2020	7:30 AM – 5:30 PM
During Event Overnight Security Monday, June 22 – Tuesday, June 30, 2020	5:30 PM – 7:30 AM Monday through Thursday 5:30 PM Friday – 7:30 AM Monday

Fine Print

- Security, staff and parking attendants require a minimum 15-minute break for every 90-minutes of service. Any staff scheduled for 6-hours or more will also receive an additional 30-minute refreshment break. Any contracted relief staff will rotate during shift breaks to avoid any disruption of service.
- Schedule is based on current Las Vegas Convention and Visitors Authority approvals. Should Las Vegas Convention and Visitors Authority deem additional security coverage is required, client will be billed for actual hours worked by security support.
- Complimentary parking will be provided for each staff or additional parking fees will apply.
- Complimentary meal service and waters will be provided for each staff or additional meal fees will apply.

Hello! Destination Management Directional and Human Arrow Support

Monday, June 22 – Tuesday, June 30, 2020



Hello! Destination Management Staff Costs

Monday, June 22 - June 30

Hello! Destination Management Directional Support

Directional Staff / Human Arrows (Monday, June 22 - Tuesday, June 30; 7:30 AM - 4:30 PM every Monday - Friday)	Qty	Hours	Unit Price	Total
Hello! Las Vegas Lead Staff (9 hours per day x 7 days = 63 hours)	1	63	\$45.00	\$2,835.00
Hello! Las Vegas Staff and Breakers (9 hours per day x 7 days = 63 hours)	5	63	\$40.00	\$12,600.00



Directional and Human Arrow Staff Schedule

Itinerary

Directional Staff / Human Arrows

(days of operation Monday – Friday weekly)

Monday, June 22 – Tuesday, June 30, 2020

7:30 AM – 4:30 PM

Fine Print

- Security, staff and parking attendants require a minimum 15-minute break for every 90-minutes of service. Any staff scheduled for 6-hours or more will also receive an additional 30-minute refreshment break. Any contracted relief staff will rotate during shift breaks to avoid any disruption of service.
- Complimentary parking will be provided for each security staff or additional parking fees will apply.
- Complimentary meal service and waters will be provided for each security staff or additional meal fees will apply.
- All staff shifts will take place indoors at the Las Vegas Convention Center.
- Should additional uniform needs be required based on requested staff coverage needs, uniform fees will be assessed on the final invoice.

Parking Attendant Support

Monday, June 22 – Tuesday, June 30, 2020



Parking Attendant Costs

Monday, June 22 - June 30		Parking Attendant Staff			
Parking Attendant Staff		Qty	Hours	Unit Price	Total
Monday, June 22 - Tuesday, June 30; 7:30 PM to 4:30 PM every Monday - Friday (9 hours per day x 7 days = 63 hours)		2	63	\$45.00	\$5,670.00



Parking Attendant Schedule

Itinerary

Parking Attendant	
(days of operation Monday – Friday weekly)	7:30 AM – 4:30 PM
Monday, June 22 – Tuesday, June 30, 2020	

Fine Print

- Security, staff and parking attendants require a minimum 15-minute break for every 90-minutes of service. Any staff scheduled for 6-hours or more will also receive an additional 30-minute refreshment break. Any contracted relief staff will rotate during shift breaks to avoid any disruption of service.
- Complimentary parking will be provided for each parking staff or additional parking fees will apply.
- Complimentary meal service and waters will be provided for each parking staff or additional meal fees will apply.

Onsite Rentals

Saturday, June 20 – Tuesday, June 30, 2020

Event Information

Event Location	Load-in Date / Time	Strike Date / Time
LVCC – SOUTH HALL 1	Already onsite	Saturday, August 1, 2020 Morning



A. – D.	Extension of all onsite rentals to include: 2500' of black drape with weights and exits signs, (3) single refrigerators, (24) stanchions, (35) black linen for banquets and (8) black linen for tripods – JUNE ONLY	\$4,375.00

Additional Needs

The items below are needed to complete the proposed event. Hello! Destination Management will assist in coordinating these items on behalf of client, but please note that client is responsible for charges levied by the venue and its contracted providers. These rates are not controlled by Hello! Destination Management. Please contact your venue representative for estimated costs for electrical.

Item/Act	Power Requirements
Lit Exit Signs	20 amps of power each
Single Door Refrigerator	12 gauge extension cord or direct into outlet

Fine Points

- Should any décor be added to the program after this agreement is signed, the elements will be subject to additional delivery, set up and strike fees.
- All costs are based on above schedule Saturday, June 20, 2020 – Tuesday, June 30, 2020. Additional rental extension requested beyond this schedule may result in additional fees and rental items will be based on availability.
- Any lost or damaged items will necessitate a replacement or repair charge.
- Any changes in design, location or scheduling to the contracted services may result in additional charges to the client for shipping, labor, construction, and other related costs. Any conditions beyond our control, including but not limited to weather conditions, venue changes and time changes, causing delays to set up or strike may result in reasonable additional labor, transportation, and other related costs.
- The items below are needed to complete the proposed event. Hello! Las Vegas will assist in coordinating these items on behalf of client, but please note that client is responsible for charges levied by the hotel/venue and its contracted providers. These rates are not controlled by Hello! Las Vegas. Please contact your hotel/venue representative for estimated costs.
 - Event Permits required by applicable county which may be needed for drape, risers, tents, Additional fees may also be incurred for CAD drawings required upon submission for permit.
 - Electrical Services
 - Rigging Services
 - Drayage

Service Terms & Conditions

Cancellation Policy

- Should any cancellations be made after a signed contract has been received, a 100% cancellation fee is due and payable on all services.
- All scheduling details outlined above for all security, staff and parking attendants are based on current estimations provided. Additional hours or extension of service dates may be accommodated, however, no decrease in hours or service dates are permitted.

Safety and Protection

- All support personnel must be provided (1) medical-grade face mask per day and access to hand sanitizing stations throughout the facility.
- All support personnel will be provided complimentary COVID-19 testing prior to both starting their first shift and ending their last shift on the program.
- Client will be responsible for the cleaning and disinfection of the facility and common areas. Client-provided cleaning and disinfection will be in accordance with the current CDC COVID-19 guidelines, including use of EPA-approved disinfectants.
- HLV's staff will be positioned based on Client's direction. Client will position team members in accordance with CDC COVID-19 prevention guidelines.
- Should additional staff be requested during the course of the program, Hello! Las Vegas will work to cover any requested shifts based on staff availability.
- In the event that a Hello! staff member receives a positive test result and/or excessive temperature check upon shift arrival, they will be excused from service. HLV! will make every reasonable attempt to fill that shift, based on Client approval. In the event of a health-related staff release, Client shall still be responsible for discharged employee's daily shift minimum guarantee and any additional new staff hours resulting from shift disruption.
- In the event that the facility or operation is closed/halted due to safety or health concerns, including COVID-19 (temporarily or permanently), Client is responsible for minimum guarantee of all contracted and agreed-upon staffing and equipment services herein, as well as any additional charges resulting from potential necessary disinfecting, replacement/additional rentals and/or additional staffing needs.

Availability

All services are on a tentative hold but are subject to availability until a signed contract is received by Hello! Destination Management. No supplier contract shall be signed prior to Hello! Destination Management's receipt of an executed contract and any preliminary deposits.

Force Majeure

Neither party will be responsible to the other party for any failure to fulfill its obligations under the Agreement due to causes beyond its reasonable control, including fire, hurricane, tornado, snowstorm, flood, war, shortages, riots, insurrections, explosions, earthquakes, natural disasters, or any other acts of God, or any act or regulation of any federal, state, or local government or regulatory body ("Force Majeure Occurrence"), resulting in or causing the cancellation of the planned event or preventing or precluding travel of a majority of planned attendees to the event. Provided the party affected by the Force Majeure Occurrence promptly notifies the other party in writing such non-performance is excused and the party affected by the Force Majeure Occurrence may terminate the Agreement without further liability. If a Force Majeure Occurrence exists and Client asserts its rights under this provision, Hello! shall make reasonable efforts to minimize cancellation charges or fees from its Suppliers, and Client shall pay only any reasonable and documented Hello! expenses incurred and Hello! will return all recoverable supplier deposits, net of such expenses.

General Terms and Conditions
Applicable to all Services

This document, when signed by an authorized representative of University Medical Center of Southern Nevada and an authorized representative of Hello! Destination Management will constitute an agreement between University Medical Center of Southern Nevada and Hello! Destination Management for these services.

DEPOSIT: Due upon receipt Hello! Destination Management requires a deposit of ninety percent (90%) of the total anticipated charges for the program based on this Services Agreement outlining all costs. Services provided by third parties are not normally finalized until a deposit is received. Therefore, please reference the corresponding Deposit Request for any earlier deposits that are required. Final payment equal to the remainder of the program total and any charges for additional services is due upon receipt of the Final Invoice.

GUARANTEE: Prices listed in this Agreement are guaranteed for the group and program as outlined. Client is responsible for the minimums as specified for each service. If the minimums are not met, Client is responsible for full payment of minimum charges.

RESPONSIBILITY: Hello! Destination Management, shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damage or loss of other property, loss of revenue, cost of capital or claims of customers. The liability of Hello! Destination Management pursuant to this Agreement or otherwise to all persons and organizations for all losses, claims, actions, judgments, damages, costs and expenses whatsoever, whether in contract or in tort, shall be limited to the amount of money paid to Hello! Destination Management pursuant to this Agreement. The foregoing limitation shall not apply to injury to persons or property (i) due to the gross negligence or willful misconduct of Hello! Destination Management, Inc., or (ii) to the extent the liability of Hello! Destination Management is covered by an applicable policy of insurance.

INSURANCE: Hello! Destination Management, will carry adequate liability and other insurance to protect itself against any claims arising from its services related to the contracted program. Hello! carries a comprehensive commercial General Liability policy designed specifically for Hello! Destination Management. Companies underwritten with Zurich Insurance Company. The National Program is called Travel Agents and Tour Operators Professional Liability insurance. The General Liability and Professional Liability limits are \$5M per occurrence/per aggregate; Business Automobile for Hired and Non-Owned vehicles is \$5M; Workers Compensation is consistent with requirements of State Law with \$500K/\$500K/\$500K for Employer Liability. Hello! also carries an excess policy over these primary layers. Upon written request, Hello! Destination Management will add the Client as an Additional Insured. Certificates of Insurance are provided upon request.

SECURITY: Off-site functions require each attendee to have a name badge (if applicable) and photo identification available in the event of any random security checks. Hello! Destination Management is not responsible for the event time being delayed due to any unforeseen security issues.

INDEMNIFICATION: Except in the event of willful misconduct or negligence on the part of Client or Las Vegas Convention and Visitors Authority ("LVCVA") its officers, employees, representatives, and agents (Collectively, "Indemnitees") Hello! Destination Management will indemnify and hold harmless Indemnitees from any and all claims, demands, actions, causes of action, penalties, liens, mechanic's liens, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for any injury or death, or damage to or loss of property (including, but not limited to, the testing site) caused by its sublessees, contractors, officers, employees, representatives, invitees, or agents. The liability of Hello! Destination Management pursuant to this paragraph is limited as set forth in the Responsibility paragraph on this page. Hello! Destination Management will not be liable for the acts or omissions of any independent contractors engaged by Client, any other person engaged by Client, or any guest, member, attendee or customer of Client. To the extent expressly authorized by Nevada law, Client will indemnify and hold harmless Hello! Destination Management and its officers, directors, shareholders, employees and agents from any claim arising out of the negligent acts or omissions of Client, third parties engaged by Client, or any guest, member, attendee or customer of Client.

DATA PRIVACY: Client represents and warrants that it has obtained from each Attendee the necessary consent and/or made the necessary disclosures, as required by Applicable Privacy Laws, for (i) transferring such any Attendee's Personal Information required to perform the Services to HDM; (ii) allowing Hello! Destination Management to process the Attendee's Personal Information to perform the Services; and (iii) allowing for Hello! Destination Management to transfer all or some of the Attendee's personal information to a third party assisting Hello! Destination Management in performing the Services. Hello! Destination Management believes strongly in protecting user privacy. Please refer to our Privacy Policy on our website for more information. <https://www.hello-dmc.com/privacy-policy/>

MISCELLANEOUS: (a) This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, legal representatives, successors and assigns; (b) It is the intent of the parties hereto that Hello! Destination Management shall be an independent contractor. Nothing in this Agreement is intended to create, nor shall it be construed to create, a landlord-tenant, employer-employee, joint-venture or partnership relationship between the parties hereto; (c) The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted; (d) This Agreement is solely the benefit of the parties and, therefore, no person or persons other than the parties shall have any right or privileges under this Agreement either as third party beneficiaries or otherwise; (e) This Agreement is to be construed in accordance with and shall be governed by the laws of the State of; (f) This Agreement may not be amended, changed or otherwise modified unless written and signed by authorized representatives of Hello! Destination Management and Client; (g) If there is any conflict between specific terms and conditions set forth in this Agreement and the general terms and conditions applicable to all services, the specific terms and conditions shall govern; and (h) The services, items and terms stated herein constitute the full extent of this Agreement. Disputes shall be arbitrated under the rules and regulations of the American Arbitration Association whose ruling will be final in any court and in any jurisdiction.

All services are considered tentative and subject to availability and price increases until Agreement is fully executed by both parties. A signed copy of this Agreement should be sent to Hello! Destination Management and a copy should be retained by Client.

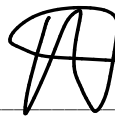
This is to certify that we, the undersigned, accept this Agreement as written and agree to abide by all terms and arrangements as outlined herein.

Accepted and agreed to:

For: Hello! Destination Management
An agent for University Medical Center of Southern
Nevada & Resort COVID Testing

By: Kristina Ghiloni
Kristina Ghiloni
Senior Account Executive

For: University Medical Center of Southern Nevada

By: 
Mason VanHoweling
CEO

Date: 6/19/20

Date: June 19, 2020

Prog. # 2006732VC

The pricing in this contract reflects a 3% discount for payments made by company check or wire transfer. Should payment be made by credit card, this discount will be rescinded and added to any amount charged to a credit card.

Addendum to Contracted Services



University Medical Center of Southern Nevada Resort and CCSD Testing Extension July 1 - July 31, 2020

Created For:
Mason VanHoweling
CEO

Created For:
Destiny Hampton
Physician Experience
Coordinator
p: 702.462.4798
Destiny.Hampton@umcsn.com

Prepared by:
Craig Bullock
General Manager
p: 702.387.7318
c: 702.280.6130
cbullock@hello-dmc.com

Security Support

Wednesday, July 1 – Friday, July 31, 2020



Security Support Schedule & Costs

Wednesday, July 1, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Thursday, July 2, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Friday, July 3, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Saturday, July 4, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Sunday, July 5, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, July 6, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-6:30AM)	1	13	\$50.00	\$650.00
Licensed Unarmed Security (6:30AM-5:30PM)	4	11	\$50.00	\$2,200.00

Tuesday, July 7, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-6:30AM)	1	13	\$50.00	\$650.00
Licensed Unarmed Security (5:30AM-5:30PM)	4	11	\$50.00	\$2,200.00

Wednesday, July 8, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-6:30AM)	1	13	\$50.00	\$650.00
Licensed Unarmed Security (6:30AM-5:30PM)	4	11	\$50.00	\$2,200.00

Thursday, July 9, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-6:30AM)	1	13	\$50.00	\$650.00
Licensed Unarmed Security (6:30AM-5:30PM)	4	11	\$50.00	\$2,200.00

Friday, July 10, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-6:30AM)	1	13	\$50.00	\$650.00
Licensed Unarmed Security (6:30AM-5:30PM)	4	11	\$50.00	\$2,200.00

Saturday, July 11, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Sunday, July 12, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, July 13, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,200.00

Tuesday, July 14, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,200.00

Wednesday, July 15, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,200.00

Thursday, July 16, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,200.00

Friday, July 17, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,200.00

Saturday, July 18, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Sunday, July 19, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, July 20, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,200.00

Tuesday, July 21, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,200.00

Wednesday, July 22, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,200.00

Thursday, July 23, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,200.00

Friday, July 24, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,200.00

Saturday, July 25, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Sunday, July 26, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, July 27, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,200.00

Tuesday, July 28, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,200.00

Wednesday, July 29, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,200.00

Thursday, July 30, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,200.00

Friday, July 31, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,200.00
			TOTAL:	\$70,450.00

Fine Print

- Security, staff and parking attendants require a minimum 15-minute break for every 90-minutes of service. Any staff scheduled for 6-hours or more will also receive an additional 30-minute refreshment break. Any contracted relief staff will rotate during shift breaks to avoid any disruption of service.
- Schedule is based on current Las Vegas Convention and Visitors Authority approvals. Should Las Vegas Convention and Visitors Authority deem additional security coverage is required, client will be billed for actual hours worked by security support.
- Complimentary parking will be provided for each staff or additional parking fees will apply.
- Complimentary meal service and waters will be provided for each staff or additional meal fees will apply.

Hello! Destination Management Directional and Human Arrow Support

Wednesday, July 1 – Friday, July 31, 2020



Hello! Destination Management Staff Schedule & Costs

Wednesday, July 1, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	12	9	\$40.00	\$4,320.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	6	5	\$40.00	\$1,200.00
Directional Leads (7:30AM-4:30PM)	2	9	\$45.00	\$810.00

Thursday, July 2, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	5	9	\$40.00	\$1,800.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Monday, July 6, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (6:30AM-5:30PM)	12	11	\$40.00	\$5,280.00
Directional Staff / Human Arrows (6:30AM-12:30PM)	6	6	\$40.00	\$1,440.00
Directional Leads (6:30AM-5:30PM)	3	11	\$45.00	\$1,485.00

Tuesday, July 7, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (6:30AM-5:30PM)	12	11	\$40.00	\$5,280.00
Directional Staff / Human Arrows (6:30AM-12:30PM)	6	6	\$40.00	\$1,440.00
Directional Leads (6:30AM-5:30PM)	3	11	\$45.00	\$1,485.00

Wednesday, July 8, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (6:30AM-5:30PM)	15	11	\$40.00	\$6,600.00
Directional Staff / Human Arrows (6:30AM-2:30PM)	6	8	\$40.00	\$1,920.00
Directional Leads (6:30AM-5:30PM)	3	11	\$45.00	\$1,485.00

Thursday, July 9, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (6:30AM-5:30PM)	15	11	\$40.00	\$6,600.00
Directional Staff / Human Arrows (6:30AM-2:30PM)	6	8	\$40.00	\$1,920.00
Directional Leads (6:30AM-5:30PM)	3	11	\$45.00	\$1,485.00

Friday, July 10, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (6:30AM-5:30PM)	15	11	\$40.00	\$6,600.00
Directional Staff / Human Arrows (6:30AM-2:30PM)	6	8	\$40.00	\$1,920.00
Directional Leads (6:30AM-5:30PM)	3	11	\$45.00	\$1,485.00

Monday, July 11, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	12	9	\$40.00	\$4,320.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	6	5	\$40.00	\$1,200.00
Directional Leads (7:30AM-4:30PM)	2	9	\$45.00	\$810.00

Tuesday, July 12, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	12	9	\$40.00	\$4,320.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	6	5	\$40.00	\$1,200.00
Directional Leads (7:30AM-4:30PM)	2	9	\$45.00	\$810.00

Monday, July 13, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	12	9	\$40.00	\$4,320.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	6	5	\$40.00	\$1,200.00
Directional Leads (7:30AM-4:30PM)	2	9	\$45.00	\$810.00

Tuesday, July 14, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	12	9	\$40.00	\$4,320.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	6	5	\$40.00	\$1,200.00
Directional Leads (7:30AM-4:30PM)	2	9	\$45.00	\$810.00

Wednesday, July 15, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	12	9	\$40.00	\$4,320.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	6	5	\$40.00	\$1,200.00
Directional Leads (7:30AM-4:30PM)	2	9	\$45.00	\$810.00

Thursday, July 16, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	12	9	\$40.00	\$4,320.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	6	5	\$40.00	\$1,200.00
Directional Leads (7:30AM-4:30PM)	2	9	\$45.00	\$810.00

Friday, July 17, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	12	9	\$40.00	\$4,320.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	2	9	\$45.00	\$810.00

Monday, July 20, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	12	9	\$40.00	\$4,320.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	2	9	\$45.00	\$810.00

Tuesday, July 21, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	12	9	\$40.00	\$4,320.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	2	9	\$45.00	\$810.00

Wednesday, July 22, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	12	9	\$40.00	\$4,320.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	2	9	\$45.00	\$810.00

Thursday, July 23, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	12	9	\$40.00	\$4,320.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	2	9	\$45.00	\$810.00

Friday July 24, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	12	9	\$40.00	\$4,320.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	2	9	\$45.00	\$810.00

Monday, July 27, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	8	9	\$40.00	\$2,880.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	2	9	\$45.00	\$810.00

Tuesday, July 28, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	8	9	\$40.00	\$2,880.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	2	9	\$45.00	\$810.00

Wednesday, July 29, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	8	9	\$40.00	\$2,880.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	2	9	\$45.00	\$810.00

Thursday, July 30, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	8	9	\$40.00	\$2,880.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	2	9	\$45.00	\$810.00

Friday July 31, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	8	9	\$40.00	\$2,880.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	2	9	\$45.00	\$810.00
TOTAL:				\$133,910.00

Fine Print

- Security, staff and parking attendants require a minimum 15-minute break for every 90-minutes of service. Any staff scheduled for 6-hours or more will also receive an additional 30-minute refreshment break. Any contracted relief staff will rotate during shift breaks to avoid any disruption of service.
- Complimentary parking will be provided for each security staff or additional parking fees will apply.
- Complimentary meal service and waters will be provided for each security staff or additional meal fees will apply.
- All staff shifts will take place indoors at the Las Vegas Convention Center.
- Should additional uniform needs be required based on requested staff coverage needs, uniform fees will be assessed on the final invoice.

Parking Attendant Staff

Wednesday, July 1 – Friday, July 31, 2020



Parking Attendant Schedule & Costs

Wednesday, July 1, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	5	9	\$45.00	\$2,025.00

Thursday, July 2, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Monday, July 6, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (6:30AM-5:30PM)	5	11	\$45.00	\$2,475.00

Tuesday, July 7, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (6:30AM-5:30PM)	5	11	\$45.00	\$2,475.00

Wednesday, July 8, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (6:30AM-5:30PM)	5	11	\$45.00	\$2,475.00

Thursday, July 9, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (6:30AM-5:30PM)	5	11	\$45.00	\$2,475.00

Friday, July 10, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (6:30AM-5:30PM)	6	11	\$45.00	\$2,970.00

Monday, July 13, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	6	9	\$45.00	\$2,430.00

Tuesday, July 14, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	6	9	\$45.00	\$2,430.00

Wednesday, July 15, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	6	9	\$45.00	\$2,430.00

Thursday, July 16, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	6	9	\$45.00	\$2,430.00

Friday, July 17, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	6	9	\$45.00	\$2,430.00

Monday, July 20, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	6	9	\$45.00	\$2,430.00

Tuesday, July 21, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	6	9	\$45.00	\$2,430.00

Wednesday, July 22, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	6	9	\$45.00	\$2,430.00

Thursday, July 23, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	6	9	\$45.00	\$2,430.00

Friday, July 24, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	6	9	\$45.00	\$2,430.00

Monday, July 27, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	4	9	\$45.00	\$1,620.00

Tuesday, July 28, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	4	9	\$45.00	\$1,620.00

Wednesday, July 29, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	4	9	\$45.00	\$1,620.00

Thursday, July 30, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	4	9	\$45.00	\$1,620.00

Friday, July 31, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	4	9	\$45.00	\$1,620.00
			TOTAL:	\$48,510.00

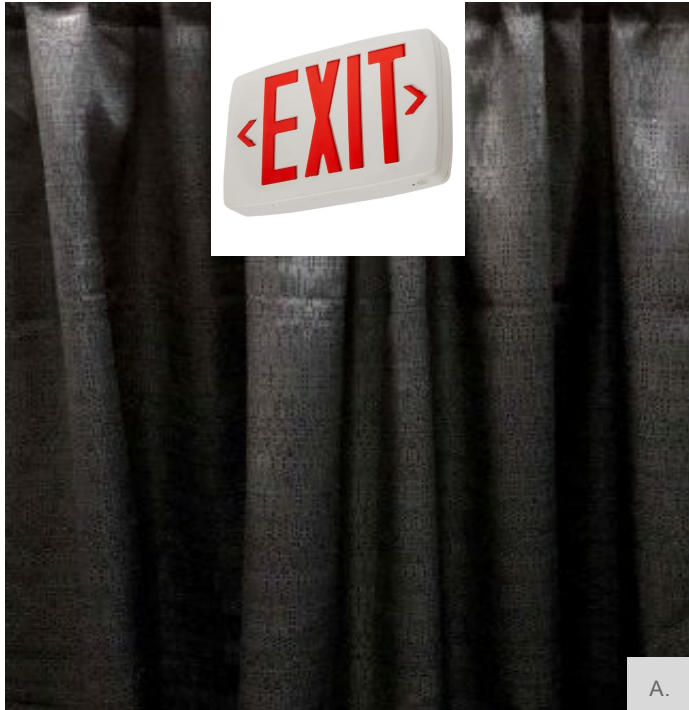
Fine Print

- Security, staff and parking attendants require a minimum 15-minute break for every 90-minutes of service. Any staff scheduled for 6-hours or more will also receive an additional 30-minute refreshment break. Any contracted relief staff will rotate during shift breaks to avoid any disruption of service.
- Complimentary parking will be provided for each parking staff or additional parking fees will apply.
- Complimentary meal service and waters will be provided for each parking staff or additional meal fees will apply

Onsite Rentals- July

Event Information

Event Location	Load-in Date / Time	Strike Date / Time
LVCC – SOUTH HALL 1	Already onsite	TBD



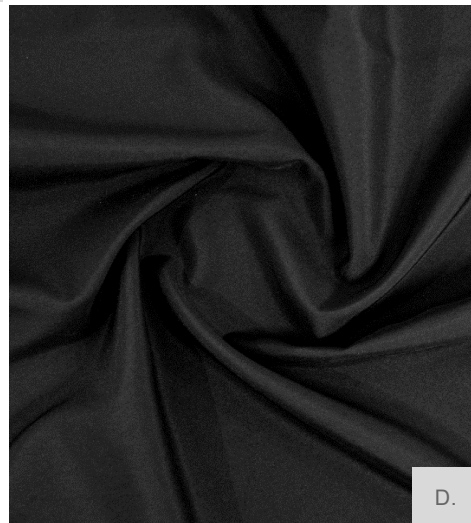
A.



B.



C.



D.

A. – D.	Extension of all onsite rentals to include: 2500' of black drape with weights and exits signs, (7) single refrigerators, (24) stanchions, (35) black linen for banquets and (8) black linen for tripods	\$4,375.00
July 7	Additional On-site Signs- Banners QTY (4) 22x228 Signs- \$43.00 each QTY (3) 240"x72" Banners- \$73.00 each	\$172.00 \$219.00
TOTAL:		\$4,766.00
July 1-July 31 Contract Total:		\$257,636.00

Additional Needs

The items below are needed to complete the proposed event. Hello! Destination Management will assist in coordinating these items on behalf of client, but please note that client is responsible for charges levied by the venue and its contracted providers. These rates are not controlled by Hello! Destination Management. Please contact your venue representative for estimated costs for electrical.

Item/Act	Power Requirements
Lit Exit Signs	20 amps of power each
Single Door Refrigerator	12-gauge extension cord or direct into outlet

Fine Points

- Should any décor be added to the program after this agreement is signed, the elements will be subject to additional delivery, set up and strike fees.
- All costs are based on above schedule Wednesday, July 1, 2020- Sunday, July 12, 2020. Additional rental extension requested beyond this schedule may result in additional fees and rental items will be based on availability.
- Any lost or damaged items will necessitate a replacement or repair charge.
- Any changes in design, location or scheduling to the contracted services may result in additional charges to the client for shipping, labor, construction, and other related costs. Any conditions beyond our control, including but not limited to weather conditions, venue changes and time changes, causing delays to set up or strike may result in reasonable additional labor, transportation, and other related costs.
- The items below are needed to complete the proposed event. Hello! Las Vegas will assist in coordinating these items on behalf of client, but please note that client is responsible for charges levied by the hotel/venue and its contracted providers. These rates are not controlled by Hello! Las Vegas. Please contact your hotel/venue representative for estimated costs.
 - Event Permits required by applicable county which may be needed for drape, risers, tents, Additional fees may also be incurred for CAD drawings required upon submission for permit.
 - Electrical Services
 - Rigging Services
 - Drayage

Service Terms & Conditions

Cancellation Policy

- Should any cancellations be made after a signed contract has been received, a 100% cancellation fee is due and payable on all services.
- All scheduling details outlined above for all security, staff and parking attendants are based on current estimations provided. Additional hours or extension of service dates may be accommodated, however, no decrease in hours or service dates are permitted.

Safety and Protection

- All support personnel must be provided (1) medical-grade face mask per day and access to hand sanitizing stations throughout the facility.
- All support personnel will be provided complimentary COVID-19 testing prior to both starting their first shift and ending their last shift on the program.
- Client will be responsible for the cleaning and disinfection of the facility and common areas. Client-provided cleaning and disinfection will be in accordance with the current CDC COVID-19 guidelines, including use of EPA-approved disinfectants.
- HLV's staff will be positioned based on Client's direction. Client will position team members in accordance with CDC COVID-19 prevention guidelines.
- Should additional staff be requested during the course of the program, Hello! Las Vegas will work to cover any requested shifts based on staff availability.
- In the event that a Hello! staff member receives a positive test result and/or excessive temperature check upon shift arrival, they will be excused from service. HLV! will make every reasonable attempt to fill that shift, based on Client approval. In the event of a health-related staff release, Client shall still be responsible for discharged employee's daily shift minimum guarantee and any additional new staff hours resulting from shift disruption.
- In the event that the facility or operation is closed/halted due to safety or health concerns, including COVID-19 (temporarily or permanently), Client is responsible for minimum guarantee of all contracted and agreed-upon staffing and equipment services herein, as well as any additional charges resulting from potential necessary disinfecting, replacement/additional rentals and/or additional staffing needs.

Availability

All services are on a tentative hold but are subject to availability until a signed contract is received by Hello! Destination Management. No supplier contract shall be signed prior to Hello! Destination Management's receipt of an executed contract and any preliminary deposits.

Force Majeure

Neither party will be responsible to the other party for any failure to fulfill its obligations under the Agreement due to causes beyond its reasonable control, including fire, hurricane, tornado, snowstorm, flood, war, shortages, riots, insurrections, explosions, earthquakes, natural disasters, or any other acts of God, or any act or regulation of any federal, state, or local government or regulatory body ("Force Majeure Occurrence"), resulting in or causing the cancellation of the planned event or preventing or precluding travel of a majority of planned attendees to the event. Provided the party affected by the Force Majeure Occurrence promptly notifies the other party in writing such non-performance is excused and the party affected by the Force Majeure Occurrence may terminate the Agreement without further liability. If a Force Majeure Occurrence exists and Client asserts its rights under this provision, Hello! shall make reasonable efforts to minimize cancellation charges or fees from its Suppliers, and Client shall pay only any reasonable and documented Hello! expenses incurred and Hello! will return all recoverable supplier deposits, net of such expenses.

General Terms and Conditions
Applicable to all Services

This document, when signed by an authorized representative of University Medical Center of Southern Nevada and an authorized representative of Hello! Destination Management will constitute an agreement between University Medical Center of Southern Nevada and Hello! Destination Management for these services.

DEPOSIT: Due upon receipt Hello! Destination Management requires a deposit of ninety percent (90%) of the total anticipated charges for the program based on this Services Agreement outlining all costs. Services provided by third parties are not normally finalized until a deposit is received. Therefore, please reference the corresponding Deposit Request for any earlier deposits that are required. Final payment equal to the remainder of the program total and any charges for additional services is due upon receipt of the Final Invoice.

GUARANTEE: Prices listed in this Agreement are guaranteed for the group and program as outlined. Client is responsible for the minimums as specified for each service. If the minimums are not met, Client is responsible for full payment of minimum charges.

RESPONSIBILITY: Hello! Destination Management, shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damage or loss of other property, loss of revenue, cost of capital or claims of customers. The liability of Hello! Destination Management pursuant to this Agreement or otherwise to all persons and organizations for all losses, claims, actions, judgments, damages, costs and expenses whatsoever, whether in contract or in tort, shall be limited to the amount of money paid to Hello! Destination Management pursuant to this Agreement. The foregoing limitation shall not apply to injury to persons or property (i) due to the gross negligence or willful misconduct of Hello! Destination Management, Inc., or (ii) to the extent the liability of Hello! Destination Management is covered by an applicable policy of insurance.

INSURANCE: Hello! Destination Management, will carry adequate liability and other insurance to protect itself against any claims arising from its services related to the contracted program. Hello! carries a comprehensive commercial General Liability policy designed specifically for Hello! Destination Management. Companies underwritten with Zurich Insurance Company. The National Program is called Travel Agents and Tour Operators Professional Liability insurance. The General Liability and Professional Liability limits are \$5M per occurrence/per aggregate; Business Automobile for Hired and Non-Owned vehicles is \$5M; Workers Compensation is consistent with requirements of State Law with \$500K/\$500K/\$500K for Employer Liability. Hello! also carries an excess policy over these primary layers. Upon written request, Hello! Destination Management will add the Client as an Additional Insured. Certificates of Insurance are provided upon request.

SECURITY: Off-site functions require each attendee to have a name badge (if applicable) and photo identification available in the event of any random security checks. Hello! Destination Management is not responsible for the event time being delayed due to any unforeseen security issues.

INDEMNIFICATION: Except in the event of willful misconduct or negligence on the part of Client or Las Vegas Convention and Visitors Authority ("LVCA") its officers, employees, representatives, and agents (Collectively, "Indemnitees") Hello! Destination Management will indemnify and hold harmless Indemnitees from any and all claims, demands, actions, causes of action, penalties, liens, mechanic's liens, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for any injury or death, or damage to or loss of property (including, but not limited to, the testing site) caused by its sublessees, contractors, officers, employees, representatives, invitees, or agents. The liability of Hello! Destination Management pursuant to this paragraph is limited as set forth in the Responsibility paragraph on this page. Hello! Destination Management will not be liable for the acts or omissions of any independent contractors engaged by Client, any other person engaged by Client, or any guest, member, attendee or customer of Client. To the extent expressly authorized by Nevada law, Client will indemnify and hold harmless Hello! Destination Management and its officers, directors, shareholders, employees and agents from any claim arising out of the negligent acts or omissions of Client, third parties engaged by Client, or any guest, member, attendee or customer of Client.

DATA PRIVACY: Client represents and warrants that it has obtained from each Attendee the necessary consent and/or made the necessary disclosures, as required by Applicable Privacy Laws, for (i) transferring such any Attendee's Personal Information required to perform the Services to HDM; (ii) allowing Hello! Destination Management to process the Attendee's Personal Information to perform the Services; and (iii) allowing for Hello! Destination Management to transfer all or some of the Attendee's personal information to a third-party assisting Hello! Destination Management in performing the Services. Hello! Destination Management believes strongly in protecting user privacy. Please refer to our Privacy Policy on our website for more information. <https://www.hello-dmc.com/privacy-policy/>

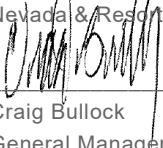
MISCELLANEOUS: (a) This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, legal representatives, successors and assigns; (b) It is the intent of the parties hereto that Hello! Destination Management shall be an independent contractor. Nothing in this Agreement is intended to create, nor shall it be construed to create, a landlord-tenant, employer-employee, joint-venture or partnership relationship between the parties hereto; (c) The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted; (d) This Agreement is solely the benefit of the parties and, therefore, no person or persons other than the parties shall have any right or privileges under this Agreement either as third party beneficiaries or otherwise; (e) This Agreement is to be construed in accordance with and shall be governed by the laws of the State of; (f) This Agreement may not be amended, changed or otherwise modified unless written and signed by authorized representatives of Hello! Destination Management and Client; (g) If there is any conflict between specific terms and conditions set forth in this Agreement and the general terms and conditions applicable to all services, the specific terms and conditions shall govern; and (h) The services, items and terms stated herein constitute the full extent of this Agreement. Disputes shall be arbitrated under the rules and regulations of the American Arbitration Association whose ruling will be final in any court and in any jurisdiction.

All services are considered tentative and subject to availability and price increases until Agreement is fully executed by both parties. A signed copy of this Agreement should be sent to Hello! Destination Management and a copy should be retained by Client.

This is to certify that we, the undersigned, accept this Agreement as written and agree to abide by all terms and arrangements as outlined herein.

Accepted and agreed to:

For: Hello! Destination Management
An agent for University Medical Center of Southern
Nevada & Region COVID Testing

By: 

Craig Bullock
General Manager

Date: _____

For: University Medical Center of Southern Nevada

By: 

Mason VanHoweling
CEO

Date: 7/24/2020

Prog. # 2008718VC

The pricing in this contract reflects a 3% discount for payments made by company check or wire transfer. Should payment be made by credit card, this discount will be rescinded and added to any amount charged to a credit card.



Contract of Services



University Medical Center of Southern Nevada COVID - 19 Testing, LVCC

August 1 - 31, 2020

Created For:
Mason VanHouweling
Chief Executive Officer
University Medical Center
of Southern Nevada

Prepared by:
Craig Bullock
General Manager
p: 7023877318
c: 7022806130
cbullock@hello-dmc.com

Created For:
Destiny Hampton
Physician Experience Coordinator
p: 702.462.4798
Destiny.Hampton@umcsn.com

Onsite Rentals- August 1 – 31, 2020

Event Information

Event Location	Load-in Date / Time	Strike Date / Time
LVCC – SOUTH HALL 1	On-Site	Conclusion of Program



A.



B.



C.



D.

A. – C.	On-site Décor/Rental and Refresh; Extension of all onsite rentals; (251) Pipe, (251) Plates, (250) Tele-Rods, (35) Sand Bags, (700) Drape, (7) Exit Signs, (24) Stanchions, (7) Extension Cords, and (3) Single Refrigerators.	\$4,375.00
D.1 Refresh	Refresh of all rental drape including; (700) 8'x4' Black Banjo Drape,	\$2,205.00
D.2 Refresh	Refresh of all rental linen (3) 90"x156", (8) 120" Black Poly	\$446.50
TOTAL:		\$7,026.50

Onsite Rentals- August 1 – 31, 2020 (Continued)

Additional Needs

The items below are needed to complete the proposed event. Hello! Destination Management will assist in coordinating these items on behalf of client, but please note that client is responsible for charges levied by the venue and its contracted providers. These rates are not controlled by Hello! Destination Management. Please contact your venue representative for estimated costs for electrical.

Item/Act	Power Requirements
Lit Exit Signs	20 amps of power each
Single Door Refrigerators	12-gauge extension cord or direct into outlet

Fine Points

- Should any décor be added to the program after this agreement is signed, the elements will be subject to additional delivery, set up and strike fees.
- All costs are based on above schedule Saturday, August 1, 2020 - Monday, August 31, 2020. Additional rental extension requested beyond this schedule may result in additional fees and rental items will be based on availability.
- Any lost or damaged items will necessitate a replacement or repair charge.
- Any changes in design, location or scheduling to the contracted services may result in additional charges to the client for shipping, labor, construction, and other related costs. Any conditions beyond our control, including but not limited to weather conditions, venue changes and time changes, causing delays to set up or strike may result in reasonable additional labor, transportation, and other related costs.
- The items below are needed to complete the proposed event. Hello! Las Vegas will assist in coordinating these items on behalf of client, but please note that client is responsible for charges levied by the hotel/venue and its contracted providers. These rates are not controlled by Hello! Las Vegas. Please contact your hotel/venue representative for estimated costs.
 - Event Permits required by applicable county which may be needed for drape, risers, tents, Additional fees may also be incurred for CAD drawings required upon submission for permit.
 - Electrical Services
 - Rigging Services
 - Drayage

Security Support

Saturday, August 1 – Monday, August 31, 2020



Security Support Schedule & Costs

Saturday, August 1, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Sunday, August 2, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, August 3, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Tuesday, August 4, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Wednesday, August 5, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Thursday, August 6, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Friday, August 7, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Saturday, August 8, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Security Support (Continued)

Sunday, August 9, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, August 10, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Tuesday, August 11, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Wednesday, August 12, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Thursday, August 13, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Friday, August 14, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Saturday, August 15, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Sunday, August 16, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, August 17, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Security Support (Continued)

Tuesday, August 18, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Wednesday, August 19, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Thursday, August 20, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Friday, August 21, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Saturday, August 22, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Sunday, August 23, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, August 24, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Tuesday, August 25, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Wednesday, August 26, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Security Support (Continued)

Thursday, August 27, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Friday, August 28, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Saturday, August 29, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Sunday, August 30, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, August 31, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00
TOTAL:				\$68,700.00

Parking Attendant Staff

Saturday, August 1 – Monday, August 31, 2020



Parking Attendant Schedule & Costs

Monday, August 3, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$1,215.00

Tuesday, August 4, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Wednesday, August 5, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Thursday, August 6, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Friday, August 7, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Monday, August 10, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Tuesday, August 11, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Wednesday, August 12, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Parking Attendant Staff (Continued)

Thursday, August 13, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Friday, August 14, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Monday, August 17, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Tuesday, August 18, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Wednesday, August 19, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Thursday, August 20, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Friday, August 21, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Monday, August 24, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Tuesday, August 25, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Parking Attendant Staff (Continued)

Wednesday, August 26, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Thursday, August 27, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Friday, August 28, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Monday, August 31, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50
TOTAL:				\$32,265.00

Hello! Destination Management Directional and Human Arrow Support

Saturday, August 1 – Monday, August 31, 2020



Hello! Destination Management Staff Schedule & Costs

Monday, August 3, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Tuesday, August 4, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Hello! Destination Management Directional and Human Arrow Support (Continued)

Wednesday, August 5, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Thursday, August 6, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Friday, August 7, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Monday, August 10, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Tuesday, August 11, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Wednesday, August 12, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Thursday, August 13, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Hello! Destination Management Directional and Human Arrow Support (Continued)

Friday, August 14, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Monday, August 17, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Tuesday, August 18, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Wednesday, August 19, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Thursday, August 20, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Friday, August 21, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Monday, August 24, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Hello! Destination Management Directional and Human Arrow Support (Continued)

Tuesday, August 25, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Wednesday, August 26, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Thursday, August 27, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Friday, August 28, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Monday, August 31, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	6	9	\$40.00	\$2,160.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
TOTAL:				\$62,265.00

Hello! Las Vegas - Contract Total: \$170,256.50

Service Terms & Conditions

Cancellation Policy

- Should any cancellations be made after a signed contract has been received, a 100% cancellation fee is due and payable on all services.
- All scheduling details outlined above for all security, staff and parking attendants are based on current estimations provided. Additional hours or extension of service dates may be accommodated, however, no decrease in hours or service dates are permitted.

Safety and Protection

- All support personnel must be provided (1) medical-grade face mask per day and access to hand sanitizing stations throughout the facility.
- All support personnel will be provided complimentary COVID-19 testing prior to both starting their first shift and ending their last shift on the program.
- Client will be responsible for the cleaning and disinfection of the facility and common areas. Client-provided cleaning and disinfection will be in accordance with the current CDC COVID-19 guidelines, including use of EPA-approved disinfectants.
- HLV's staff will be positioned based on Client's direction. Client will position team members in accordance with CDC COVID-19 prevention guidelines.
- Should additional staff be requested during the course of the program, Hello! Las Vegas will work to cover any requested shifts based on staff availability.
- In the event that a Hello! staff member receives a positive test result and/or excessive temperature check upon shift arrival, they will be excused from service. HLV! will make every reasonable attempt to fill that shift, based on Client approval. In the event of a health-related staff release, Client shall still be responsible for discharged employee's daily shift minimum guarantee and any additional new staff hours resulting from shift disruption.
- In the event that the facility or operation is closed/halted due to safety or health concerns, including COVID-19 (temporarily or permanently), Client is responsible for minimum guarantee of all contracted and agreed-upon staffing and equipment services herein, as well as any additional charges resulting from potential necessary disinfecting, replacement/additional rentals and/or additional staffing needs.

Availability

All services are on a tentative hold but are subject to availability until a signed contract is received by Hello! Destination Management. No supplier contract shall be signed prior to Hello! Destination Management's receipt of an executed contract and any preliminary deposits.

Force Majeure

Neither party will be responsible to the other party for any failure to fulfill its obligations under the Agreement due to causes beyond its reasonable control, including fire, hurricane, tornado, snowstorm, flood, war, shortages, riots, insurrections, explosions, earthquakes, natural disasters, or any other acts of God, or any act or regulation of any federal, state, or local government or regulatory body ("Force Majeure Occurrence"), resulting in or causing the cancellation of the planned event or preventing or precluding travel of a majority of planned attendees to the event. Provided the party affected by the Force Majeure Occurrence promptly notifies the other party in writing such non-performance is excused and the party affected by the Force Majeure Occurrence may terminate the Agreement without further liability. If a Force Majeure Occurrence exists and Client asserts its rights under this provision, Hello! shall make reasonable efforts to minimize cancellation charges or fees from its Suppliers, and Client shall pay only any reasonable and documented Hello! expenses incurred and Hello! will return all recoverable supplier deposits, net of such expenses.

General Terms and Conditions
Applicable to all Services

This document, when signed by an authorized representative of University Medical Center of Southern Nevada and an authorized representative of Hello! Destination Management will constitute an agreement between University Medical Center of Southern Nevada and Hello! Destination Management for these services.

DEPOSIT: Due upon receipt Hello! Destination Management requires a deposit of one hundred percent (100%) of the total anticipated charges for the program based on this Services Agreement outlining all costs. 1st Deposit Due Thursday August 6th and 2nd Deposit Due Thursday August 20th. Final Payment Due upon receipt of Final Invoice. Services provided by third parties are not normally finalized until a deposit is received. Therefore, please reference the corresponding Deposit Request for any earlier deposits that are required. Final payment equal to the remainder of the program total and any charges for additional services is due upon receipt of the Final Invoice.

GUARANTEE: Prices listed in this Agreement are guaranteed for the group and program as outlined. Client is responsible for the minimums as specified for each service. If the minimums are not met, Client is responsible for full payment of minimum charges.

RESPONSIBILITY: Hello! Destination Management shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damage or loss of other property, loss of revenue, cost of capital or claims of customers. The liability of Hello! Destination Management pursuant to this Agreement or otherwise to all persons and organizations for all losses, claims, actions, judgments, damages, costs and expenses whatsoever, whether in contract or in tort, shall be limited to the amount of money paid to Hello! Destination Management pursuant to this Agreement. The foregoing limitation shall not apply to injury to persons or property (i) due to the gross negligence or willful misconduct of Hello! Destination Management, Inc., or (ii) to the extent the liability of Hello! Destination Management is covered by an applicable policy of insurance.

INSURANCE: Hello! Destination Management will carry adequate liability and other insurance to protect itself against any claims arising from its services related to the contracted program. Hello! carries a comprehensive commercial General Liability policy designed specifically for Hello! Destination Management. Companies underwritten with Zurich Insurance Company. The National Program is called Travel Agents and Tour Operators Professional Liability insurance. The General Liability and Professional Liability limits are \$5M per occurrence/per aggregate; Business Automobile for Hired and Non-Owned vehicles is \$5M; Workers Compensation is consistent with requirements of State Law with \$500K/\$500K/\$500K for Employer Liability. Hello! also carries an excess policy over these primary layers. Upon written request, Hello! Destination Management will add the Client as an Additional Insured. Certificates of Insurance are provided upon request.

SECURITY: Off-site functions require each attendee to have a name badge (if applicable) and photo identification available in the event of any random security checks. Hello! Destination Management is not responsible for the event time being delayed due to any unforeseen security issues.

INDEMNIFICATION: Except in the event of willful misconduct or negligence on the part of Client or Las Vegas Convention and Visitors Authority ("LVCVA") its officers, employees, representatives, and agents (Collectively, "Indemnitees") Hello! Destination Management will indemnify and hold harmless Indemnitees from any and all claims, demands, actions, causes of action, penalties, liens, mechanic's liens, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for any injury or death, or damage to or loss of property (including, but not limited to, the testing site) caused by its sublessees, contractors, officers, employees, representatives, invitees, or agents. The liability of Hello! Destination Management pursuant to this paragraph is limited as set forth in the Responsibility paragraph on this page. Hello! Destination Management will not be liable for the acts or omissions of any independent contractors engaged by Client, any other person engaged by Client, or any guest, member, attendee or customer of Client. To the extent expressly authorized by Nevada law, Client will indemnify and hold harmless Hello! Destination Management and its officers, directors, shareholders, employees and agents from any claim arising out of the negligent acts or omissions of Client, third parties engaged by Client, or any guest, member, attendee or customer of Client.

DATA PRIVACY: Client represents and warrants that it has obtained from each Attendee the necessary consent and/or made the necessary disclosures, as required by Applicable Privacy Laws, for (i) transferring such any Attendee's Personal Information required to perform the Services to HDM; (ii) allowing Hello! Destination Management to process the Attendee's Personal Information to perform the Services; and (iii) allowing for Hello! Destination Management to transfer all or some of the Attendee's personal information to a third-party assisting Hello! Destination Management in performing the Services. Hello! Destination Management believes strongly in protecting user privacy. Please refer to our Privacy Policy on our website for more information. <https://www.hello-dmc.com/privacy-policy/>

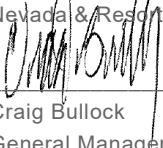
MISCELLANEOUS: (a) This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, legal representatives, successors and assigns; (b) It is the intent of the parties hereto that Hello! Destination Management shall be an independent contractor. Nothing in this Agreement is intended to create, nor shall it be construed to create, a landlord-tenant, employer-employee, joint-venture or partnership relationship between the parties hereto; (c) The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted; (d) This Agreement is solely the benefit of the parties and, therefore, no person or persons other than the parties shall have any right or privileges under this Agreement either as third party beneficiaries or otherwise; (e) This Agreement is to be construed in accordance with and shall be governed by the laws of the State of; (f) This Agreement may not be amended, changed or otherwise modified unless written and signed by authorized representatives of Hello! Destination Management and Client; (g) If there is any conflict between specific terms and conditions set forth in this Agreement and the general terms and conditions applicable to all services, the specific terms and conditions shall govern; and (h) The services, items and terms stated herein constitute the full extent of this Agreement. Disputes shall be arbitrated under the rules and regulations of the American Arbitration Association whose ruling will be final in any court and in any jurisdiction.

All services are considered tentative and subject to availability and price increases until Agreement is fully executed by both parties. A signed copy of this Agreement should be sent to Hello! Destination Management and a copy should be retained by Client.

This is to certify that we, the undersigned, accept this Agreement as written and agree to abide by all terms and arrangements as outlined herein.

Accepted and agreed to:

For: Hello! Destination Management
An agent for University Medical Center of Southern
Nevada & Region COVID Testing

By: 

Craig Bullock
General Manager

Date: 07/31/2020

For: University Medical Center of Southern Nevada

By: 

Mason VanHoweling
CEO

Date: 8/7/2020

Prog. # 2008721VC

The pricing in this contract reflects a 3% discount for payments made by company check or wire transfer. Should payment be made by credit card, this discount will be rescinded and added to any amount charged to a credit card.



Contract of Services



University Medical Center of Southern Nevada COVID - 19 Testing, LVCC

September 1 - 30, 2020

Created For:
Mason VanHouweling
Chief Executive Officer
University Medical Center
of Southern Nevada

Prepared by:
Craig Bullock
General Manager
p: 7023877318
c: 7022806130
cbullock@hello-dmc.com

Created For:
Destiny Hampton
Physician Experience Coordinator
p: 702.462.4798
Destiny.Hampton@umcsn.com

Onsite Rentals- September 1 – 30, 2020

Event Information

Event Location	Load-in Date / Time	Strike Date / Time
LVCC – SOUTH HALL 1	On-Site	Conclusion of Program



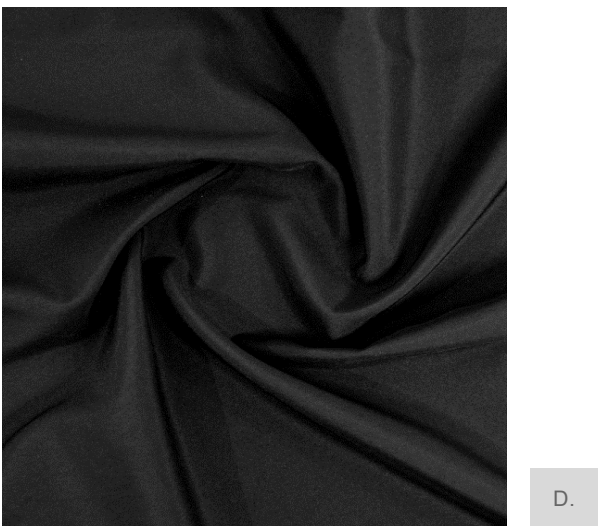
A.



B.



C.



D.

A. – D.	On-site Décor/Rental and Refresh; Extension of all onsite rentals; (251) Pipe, (251) Plates, (250) Tele-Rods, (35) Sand Bags, (700) Drape, (7) Exit Signs, (24) Stanchions, (7) Extension Cords, and (3) Single Refrigerators.	\$4,375.00
TOTAL:		\$4,375.00

Onsite Rentals- September 1 – 30, 2020 (Continued)

Additional Needs

The items below are needed to complete the proposed event. Hello! Destination Management will assist in coordinating these items on behalf of client, but please note that client is responsible for charges levied by the venue and its contracted providers. These rates are not controlled by Hello! Destination Management. Please contact your venue representative for estimated costs for electrical.

Item/Act	Power Requirements
Lit Exit Signs	20 amps of power each
Single Door Refrigerators	12-gauge extension cord or direct into outlet

Fine Points

- Should any décor be added to the program after this agreement is signed, the elements will be subject to additional delivery, set up and strike fees.
- All costs are based on above schedule Tuesday, September 1, 2020 - Wednesday, September 30, 2020. Additional rental extension requested beyond this schedule may result in additional fees and rental items will be based on availability.
- Any lost or damaged items will necessitate a replacement or repair charge.
- Any changes in design, location or scheduling to the contracted services may result in additional charges to the client for shipping, labor, construction, and other related costs. Any conditions beyond our control, including but not limited to weather conditions, venue changes and time changes, causing delays to set up or strike may result in reasonable additional labor, transportation, and other related costs.
- The items below are needed to complete the proposed event. Hello! Las Vegas will assist in coordinating these items on behalf of client, but please note that client is responsible for charges levied by the hotel/venue and its contracted providers. These rates are not controlled by Hello! Las Vegas. Please contact your hotel/venue representative for estimated costs.
 - Event Permits required by applicable county which may be needed for drape, risers, tents, Additional fees may also be incurred for CAD drawings required upon submission for permit.
 - Electrical Services
 - Rigging Services
 - Drayage



Security Support

Tuesday, September 1 – Wednesday, September 30, 2020



Security Support Schedule & Costs

Tuesday, September 1, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Wednesday, September 2, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Thursday, September 3, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Friday, September 4, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Saturday, September 5, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Sunday, September 6, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, September 7, 2020 LABOR DAY

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Tuesday, September 8, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Security Support (Continued)

Wednesday, September 9, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Thursday, September 10, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Friday, September 11, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Saturday, September 12, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Sunday, September 13, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, September 14, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Tuesday, September 15, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Wednesday, September 16, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Thursday, September 17, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00



Security Support (Continued)

Friday, September 18, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Saturday, September 19, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Sunday, September 20, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, September 21, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Tuesday, September 22, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Wednesday, September 23, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Thursday, September 24, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Friday, September 25, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Saturday, September 26, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00



Security Support (Continued)

Sunday, September 27, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, September 28, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Tuesday, September 29, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

Wednesday, September 30, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	4	10	\$50.00	\$2,000.00

TOTAL: \$67,500.00



Parking Attendant Staff

Tuesday, September 1 – Wednesday, September 30, 2020



Parking Attendant Schedule & Costs

Tuesday, September 1, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Wednesday, September 2, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Thursday, September 3, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Friday, September 4, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Tuesday, September 8, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Wednesday, September 9, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Thursday, September 10, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Friday, September 11, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Parking Attendant Staff (Continued)

Monday, September 14, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Tuesday, September 15, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Wednesday, September 16, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Thursday, September 17, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$1,215.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Friday, September 18, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Monday, September 21, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Tuesday, September 22, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Wednesday, September 23, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

CP

Parking Attendant Staff (Continued)

Thursday, September 24, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Friday, September 25, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Monday, September 28, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Tuesday, September 29, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

Wednesday, September 30, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00
Parking Attendant Staff (8:00AM-4:30PM)	3	8.5	\$45.00	\$1,147.50

TOTAL: \$32,602.50

CP

Hello! Destination Management Directional and Human Arrow Support

Tuesday, September 1 – Wednesday, September 30, 2020



Hello! Destination Management Staff Schedule & Costs

Tuesday, September 1, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Wednesday, September 2, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Thursday, September 3, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Friday, September 4, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Tuesday, September 8, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Wednesday, September 9, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Hello! Destination Management Directional and Human Arrow Support (Continued)

Thursday, September 10, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Friday, September 11, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Monday, September 14, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Tuesday, September 15, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Wednesday, September 16, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Thursday, September 17, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Friday, September 18, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00



Hello! Destination Management Directional and Human Arrow Support (Continued)

Monday, September 21, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Tuesday, September 22, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Wednesday, September 23, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Thursday, September 24, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Friday, September 25, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Monday, September 28, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Tuesday, September 29, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00



Hello! Destination Management Directional and Human Arrow Support (*Continued*)

Wednesday, September 30, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Staff / Human Arrows (7:30AM-12:30PM)	2	5	\$40.00	\$400.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

TOTAL: \$39,585.00

Contract Total: \$144,062.50



Service Terms & Conditions

Cancellation Policy

- Should any cancellations be made after a signed contract has been received, a 100% cancellation fee is due and payable on all services.
- All scheduling details outlined above for all security, staff and parking attendants are based on current estimations provided. Additional hours or extension of service dates may be accommodated, however, no decrease in hours or service dates are permitted.

Safety and Protection

- All support personnel must be provided (1) medical-grade face mask per day and access to hand sanitizing stations throughout the facility.
- All support personnel will be provided complimentary COVID-19 testing prior to both starting their first shift and ending their last shift on the program.
- Client will be responsible for the cleaning and disinfection of the facility and common areas. Client-provided cleaning and disinfection will be in accordance with the current CDC COVID-19 guidelines, including use of EPA-approved disinfectants.
- HLV's staff will be positioned based on Client's direction. Client will position team members in accordance with CDC COVID-19 prevention guidelines.
- Should additional staff be requested during the program, Hello! Las Vegas will work to cover any requested shifts based on staff availability.
- In the event that a Hello! staff member receives a positive test result and/or excessive temperature check upon shift arrival, they will be excused from service. HLV! will make every reasonable attempt to fill that shift, based on Client approval. In the event of a health-related staff release, Client shall still be responsible for discharged employee's daily shift minimum guarantee and any additional new staff hours resulting from shift disruption.
- In the event that the facility or operation is closed/halted due to safety or health concerns, including COVID-19 (temporarily or permanently), Client is responsible for minimum guarantee of all contracted and agreed-upon staffing and equipment services herein, as well as any additional charges resulting from potential necessary disinfecting, replacement/additional rentals and/or additional staffing needs.

Availability

All services are on a tentative hold but are subject to availability until a signed contract is received by Hello! Destination Management. No supplier contract shall be signed prior to Hello! Destination Management's receipt of an executed contract and any preliminary deposits.

Force Majeure

Neither party will be responsible to the other party for any failure to fulfill its obligations under the Agreement due to causes beyond its reasonable control, including fire, hurricane, tornado, snowstorm, flood, war, shortages, riots, insurrections, explosions, earthquakes, natural disasters, or any other acts of God, or any act or regulation of any federal, state, or local government or regulatory body ("Force Majeure Occurrence"), resulting in or causing the cancellation of the planned event or preventing or precluding travel of a majority of planned attendees to the event. Provided the party affected by the Force Majeure Occurrence promptly notifies the other party in writing such non-performance is excused and the party affected by the Force Majeure Occurrence may terminate the Agreement without further liability. If a Force Majeure Occurrence exists and Client asserts its rights under this provision, Hello! shall make reasonable efforts to minimize cancellation charges or fees from its Suppliers, and Client shall pay only any reasonable and documented Hello! expenses incurred and Hello! will return all recoverable supplier deposits, net of such expenses.



General Terms and Conditions

Applicable to all Services

This document, when signed by an authorized representative of University Medical Center of Southern Nevada and an authorized representative of Hello! Destination Management will constitute an agreement between University Medical Center of Southern Nevada and Hello! Destination Management for these services.

DEPOSIT: Due upon receipt Hello! Destination Management requires a deposit of one hundred percent (100%) of the total anticipated charges for the program based on this Services Agreement outlining all costs. 1st Deposit Due Thursday September 3rd and 2nd Deposit Due Thursday September 17th. Final Payment Due upon receipt of Final Invoice. Services provided by third parties are not normally finalized until a deposit is received. Therefore, please reference the corresponding Deposit Request for any earlier deposits that are required. Final payment equal to the remainder of the program total and any charges for additional services is due upon receipt of the Final Invoice.

GUARANTEE: Prices listed in this Agreement are guaranteed for the group and program as outlined. Client is responsible for the minimums as specified for each service. If the minimums are not met, Client is responsible for full payment of minimum charges.

RESPONSIBILITY: Hello! Destination Management shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damage or loss of other property, loss of revenue, cost of capital or claims of customers. The liability of Hello! Destination Management pursuant to this Agreement or otherwise to all persons and organizations for all losses, claims, actions, judgments, damages, costs and expenses whatsoever, whether in contract or in tort, shall be limited to the amount of money paid to Hello! Destination Management pursuant to this Agreement. The foregoing limitation shall not apply to injury to persons or property (i) due to the gross negligence or willful misconduct of Hello! Destination Management, Inc., or (ii) to the extent the liability of Hello! Destination Management is covered by an applicable policy of insurance.

INSURANCE: Hello! Destination Management will carry adequate liability and other insurance to protect itself against any claims arising from its services related to the contracted program. Hello! carries a comprehensive commercial General Liability policy designed specifically for Hello! Destination Management. Companies underwritten with Zurich Insurance Company. The National Program is called Travel Agents and Tour Operators Professional Liability insurance. The General Liability and Professional Liability limits are \$5M per occurrence/per aggregate; Business Automobile for Hired and Non-Owned vehicles is \$5M; Workers Compensation is consistent with requirements of State Law with \$500K/\$500K/\$500K for Employer Liability. Hello! also carries an excess policy over these primary layers. Upon written request, Hello! Destination Management will add the Client as an Additional Insured. Certificates of Insurance are provided upon request.

SECURITY: Off-site functions require each attendee to have a name badge (if applicable) and photo identification available in the event of any random security checks. Hello! Destination Management is not responsible for the event time being delayed due to any unforeseen security issues.

INDEMNIFICATION: Except in the event of willful misconduct or negligence on the part of Client or Las Vegas Convention and Visitors Authority ("LVCA") its officers, employees, representatives, and agents (Collectively, "Indemnitees") Hello! Destination Management will indemnify and hold harmless Indemnitees from any and all claims, demands, actions, causes of action, penalties, liens, mechanic's liens, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for any injury or death, or damage to or loss of property (including, but not limited to, the testing site) caused by its sublessees, contractors, officers, employees, representatives, invitees, or agents. The liability of Hello! Destination Management pursuant to this paragraph is limited as set forth in the Responsibility paragraph on this page. Hello! Destination Management will not be liable for the acts or omissions of any independent contractors engaged by Client, any other person engaged by Client, or any guest, member, attendee or customer of Client. To the extent expressly authorized by Nevada law, Client will indemnify and hold harmless Hello! Destination Management and its officers, directors, shareholders, employees and agents from any claim arising out of the negligent acts or omissions of Client, third parties engaged by Client, or any guest, member, attendee or customer of Client.

DATA PRIVACY: Client represents and warrants that it has obtained from each Attendee the necessary consent and/or made the necessary disclosures, as required by Applicable Privacy Laws, for (i) transferring such any Attendee's Personal Information required to perform the Services to HDM; (ii) allowing Hello! Destination Management to process the Attendee's Personal Information to perform the Services; and (iii) allowing for Hello! Destination Management to transfer all or some of the Attendee's personal information to a third-party assisting Hello! Destination Management in performing the Services. Hello! Destination Management believes strongly in protecting user privacy. Please refer to our Privacy Policy on our website for more information. <https://www.hello-dmc.com/privacy-policy/>

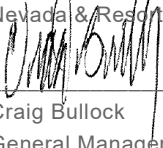
MISCELLANEOUS: (a) This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, legal representatives, successors and assigns; (b) It is the intent of the parties hereto that Hello! Destination Management shall be an independent contractor. Nothing in this Agreement is intended to create, nor shall it be construed to create, a landlord-tenant, employer-employee, joint-venture or partnership relationship between the parties hereto; (c) The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted; (d) This Agreement is solely the benefit of the parties and, therefore, no person or persons other than the parties shall have any right or privileges under this Agreement either as third party beneficiaries or otherwise; (e) This Agreement is to be construed in accordance with and shall be governed by the laws of the State of; (f) This Agreement may not be amended, changed or otherwise modified unless written and signed by authorized representatives of Hello! Destination Management and Client; (g) If there is any conflict between specific terms and conditions set forth in this Agreement and the general terms and conditions applicable to all services, the specific terms and conditions shall govern; and (h) The services, items and terms stated herein constitute the full extent of this Agreement. Disputes shall be arbitrated under the rules and regulations of the American Arbitration Association whose ruling will be final in any court and in any jurisdiction.

All services are considered tentative and subject to availability and price increases until Agreement is fully executed by both parties. A signed copy of this Agreement should be sent to Hello! Destination Management and a copy should be retained by Client.

This is to certify that we, the undersigned, accept this Agreement as written and agree to abide by all terms and arrangements as outlined herein.

Accepted and agreed to:

For: Hello! Destination Management
An agent for University Medical Center of Southern
Nevada & Region COVID Testing

By: 
Craig Bullock
General Manager

Date: 08/28/2020

For: University Medical Center of Southern Nevada

By: 
Mason VanHoweling
CEO

Date: 9/3/2020

Prog. # 2009724VC

The pricing in this contract reflects a 3% discount for payments made by company check or wire transfer. Should payment be made by credit card, this discount will be rescinded and added to any amount charged to a credit card.





Contract of Services



University Medical Center of Southern Nevada COVID - 19 Testing, LVCC

October 1 - 31, 2020

Created For:
Mason VanHouweling
Chief Executive Officer
University Medical Center
of Southern Nevada

Prepared by:
Craig Bullock
General Manager
p: 702.387.7318
c: 702.280.6130
cbullock@hello-dmc.com

Created For:
Destiny Hampton
Physician Experience Coordinator
p: 702.462.4798
Destiny.Hampton@umcsn.com

Onsite Rentals- October 1 – 31, 2020

Event Information

Event Location	Load-in Date / Time	Strike Date / Time
LVCC – SOUTH HALL 1	On-Site	Conclusion of Program



A.



B.



C.



D.

A. – D.	On-site Décor/Rental and Refresh; Extension of all onsite rentals; (251) Pipe, (251) Plates, (250) Tele-Rods, (35) Sand Bags, (700) Drape, (7) Exit Signs, (24) Stanchions, (7) Extension Cords, and (3) Single Refrigerators.	\$4,375.00
TOTAL:		\$4,375.00

Onsite Rentals- October 1 – 31, 2020 (Continued)

Additional Needs

The items below are needed to complete the proposed event. Hello! Destination Management will assist in coordinating these items on behalf of client, but please note that client is responsible for charges levied by the venue and its contracted providers. These rates are not controlled by Hello! Destination Management. Please contact your venue representative for estimated costs for electrical.

Item/Act	Power Requirements
Lit Exit Signs	20 amps of power each
Single Door Refrigerators	12-gauge extension cord or direct into outlet

Fine Points

- Should any décor be added to the program after this agreement is signed, the elements will be subject to additional delivery, set up and strike fees.
- All costs are based on above schedule Thursday, October 1, 2020 - Saturday, October 31, 2020. Additional rental extension requested beyond this schedule may result in additional fees and rental items will be based on availability.
- Any lost or damaged items will necessitate a replacement or repair charge.
- Any changes in design, location or scheduling to the contracted services may result in additional charges to the client for shipping, labor, construction, and other related costs. Any conditions beyond our control, including but not limited to weather conditions, venue changes and time changes, causing delays to set up or strike may result in reasonable additional labor, transportation, and other related costs.
- The items below are needed to complete the proposed event. Hello! Las Vegas will assist in coordinating these items on behalf of client, but please note that client is responsible for charges levied by the hotel/venue and its contracted providers. These rates are not controlled by Hello! Las Vegas. Please contact your hotel/venue representative for estimated costs.
 - Event Permits required by applicable county which may be needed for drape, risers, tents, Additional fees may also be incurred for CAD drawings required upon submission for permit.
 - Electrical Services
 - Rigging Services
 - Drayage

Security Support

Thursday, October 1 – Saturday, October 31, 2020



Security Support Schedule & Costs

Thursday, October 1, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Friday, October 2, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Saturday, October 3, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Sunday, October 4, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, October 5, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Tuesday, October 6, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Wednesday, October 7, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Thursday, October 8, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

CP

Security Support (Continued)

Friday, October 9, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Saturday, October 10, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Sunday, October 11, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, October 12, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Tuesday, October 13, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Wednesday, October 14, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Thursday, October 15, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Friday, October 16, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Saturday, October 17, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00



Security Support (Continued)

Sunday, October 18, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, October 19, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Tuesday, October 20, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Wednesday, October 21, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Thursday, October 22, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Friday, October 23, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Saturday, October 24, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Sunday, October 25, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, October 26, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00



Security Support (Continued)

Tuesday, October 27, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Wednesday, October 28, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Thursday, October 29, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Friday, October 30, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Saturday, October 31, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

TOTAL: \$58,200.00



Parking Attendant Staff

Thursday, October 1 – Thursday, October 29, 2020



Parking Attendant Schedule & Costs

Thursday, October 1, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Friday, October 2, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Monday, October 5, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Tuesday, October 6, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Wednesday, October 7, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Thursday, October 8, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Friday, October 9, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Monday, October 12, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Tuesday, October 13, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

MV

Parking Attendant Staff (Continued)

Wednesday, October 14, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Thursday, October 15, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Friday, October 16, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Monday, October 19, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Tuesday, October 20, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Wednesday, October 21, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Thursday, October 22, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Friday, October 23, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Monday, October 26, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Tuesday, October 27, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00



Parking Attendant Staff (Continued)

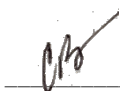
Wednesday, October 28, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Thursday, October 29, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

TOTAL: \$25,515.00



Hello! Destination Management Directional and Human Arrow Support

Thursday, October 1 – Thursday, October 29, 2020



Hello! Destination Management Staff Schedule & Costs

Thursday, October 1, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Friday, October 2, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Monday, October 5, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Tuesday, October 6, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Wednesday, October 7, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Thursday, October 8, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Friday, October 9, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Hello! Destination Management Directional and Human Arrow Support (Continued)

Monday, October 12, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Tuesday, October 13, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Wednesday, October 14, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Thursday, October 15, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Friday, October 16, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Monday, October 19, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Tuesday, October 20, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Wednesday, October 21, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00



Hello! Destination Management Directional and Human Arrow Support (Continued)

Thursday, October 22, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Friday, October 23, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Monday, October 26, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Tuesday, October 27, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Wednesday, October 28, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Thursday, October 29, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

TOTAL: \$31,185.00

Contract Total: \$119,275.00



Service Terms & Conditions

Cancellation Policy

- Should any cancellations be made after a signed contract has been received, a 100% cancellation fee is due and payable on all services.
- All scheduling details outlined above for all security, staff and parking attendants are based on current estimations provided. Additional hours or extension of service dates may be accommodated, however, no decrease in hours or service dates are permitted.

Safety and Protection

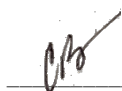
- Security, staff and parking attendants require a minimum 15-minute break for every 90-minutes of service. Any staff scheduled for 6-hours or more will also receive an additional 30-minute refreshment break. Any contracted relief staff will rotate during shift breaks to avoid any disruption of service.
- Complimentary parking will be provided for each security staff or additional parking fees will apply.
- Complimentary meal service and waters will be provided for each security staff or additional meal fees will apply.
- All staff shifts will take place indoors at the Las Vegas Convention Center.
- Should additional uniform needs be required based on requested staff coverage needs, uniform fees will be assessed on the final invoice.
- All support personnel must be provided (1) medical-grade face mask per day and access to hand sanitizing stations throughout the facility.
- All support personnel will be provided complimentary COVID-19 testing prior to both starting their first shift and ending their last shift on the program.
- Client will be responsible for the cleaning and disinfection of the facility and common areas. Client-provided cleaning and disinfection will be in accordance with the current CDC COVID-19 guidelines, including use of EPA-approved disinfectants.
- HLV's staff will be positioned based on Client's direction. Client will position team members in accordance with CDC COVID-19 prevention guidelines.
- Should additional staff be requested during the program, Hello! Las Vegas will work to cover any requested shifts based on staff availability.
- In the event that a Hello! staff member receives a positive test result and/or excessive temperature check upon shift arrival, they will be excused from service. HLV! will make every reasonable attempt to fill that shift, based on Client approval. In the event of a health-related staff release, Client shall still be responsible for discharged employee's daily shift minimum guarantee and any additional new staff hours resulting from shift disruption.
- In the event that the facility or operation is closed/halted due to safety or health concerns, including COVID-19 (temporarily or permanently), Client is responsible for minimum guarantee of all contracted and agreed-upon staffing and equipment services herein, as well as any additional charges resulting from potential necessary disinfecting, replacement/additional rentals and/or additional staffing needs.

Availability

All services are on a tentative hold but are subject to availability until a signed contract is received by Hello! Destination Management. No supplier contract shall be signed prior to Hello! Destination Management's receipt of an executed contract and any preliminary deposits.

Force Majeure

Neither party will be responsible to the other party for any failure to fulfill its obligations under the Agreement due to causes beyond its reasonable control, including fire, hurricane, tornado, snowstorm, flood, war, shortages, riots, insurrections, explosions, earthquakes, natural disasters, or any other acts of God, or any act or regulation of any federal, state, or local government or regulatory body ("Force Majeure Occurrence"), resulting in or causing the cancellation of the planned event or preventing or precluding travel of a majority of planned attendees to the event. Provided the party affected by the Force Majeure Occurrence promptly notifies the other party in writing such non-performance is excused and the party affected by the Force Majeure Occurrence may terminate the Agreement without further liability. If a Force Majeure Occurrence exists and Client asserts its rights under this provision, Hello! shall make reasonable efforts to minimize cancellation charges or fees from its Suppliers, and Client shall pay only any reasonable and documented Hello! expenses incurred and Hello! will return all recoverable supplier deposits, net of such expenses.



General Terms and Conditions
Applicable to all Services

DEPOSIT: Hello! Destination Management requires a deposit of one fifty percent (100%) of the total anticipated charges for the program based on this Services Agreement outlining all costs. 1st Deposit (\$59,637.50) is Due Thursday October 1st and the 2nd Deposit (\$59,637.50) is Due Thursday October 15th. Final Payment Due upon receipt of Final Invoice. Services provided by third parties are not normally finalized until a deposit is received. Therefore, please reference the corresponding Deposit Request for any earlier deposits that are required. Final payment equal to the remainder of the program total and any charges for additional services is due upon receipt of the Final Invoice.

GUARANTEE: Prices listed in this Agreement are guaranteed for the group and program as outlined. Client is responsible for the minimums as specified for each service. If the minimums are not met, Client is responsible for full payment of minimum charges.

RESPONSIBILITY: Hello! Destination Management shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damage or loss of other property, loss of revenue, cost of capital or claims of customers. The liability of Hello! Destination Management pursuant to this Agreement or otherwise to all persons and organizations for all losses, claims, actions, judgments, damages, costs and expenses whatsoever, whether in contract or in tort, shall be limited to the amount of money paid to Hello! Destination Management pursuant to this Agreement. The foregoing limitation shall not apply to injury to persons or property (i) due to the gross negligence or willful misconduct of Hello! Destination Management, Inc., or (ii) to the extent the liability of Hello! Destination Management is covered by an applicable policy of insurance.

INSURANCE: Hello! Destination Management will carry adequate liability and other insurance to protect itself against any claims arising from its services related to the contracted program. Hello! carries a comprehensive commercial General Liability policy designed specifically for Hello! Destination Management. Companies underwritten with Zurich Insurance Company. The National Program is called Travel Agents and Tour Operators Professional Liability insurance. The General Liability and Professional Liability limits are \$5M per occurrence/per aggregate; Business Automobile for Hired and Non-Owned vehicles is \$5M; Workers Compensation is consistent with requirements of State Law with \$500K/\$500K/\$500K for Employer Liability. Hello! also carries an excess policy over these primary layers. Upon written request, Hello! Destination Management will add the Client as an Additional Insured. Certificates of Insurance are provided upon request.

SECURITY: Off-site functions require each attendee to have a name badge (if applicable) and photo identification available in the event of any random security checks. Hello! Destination Management is not responsible for the event time being delayed due to any unforeseen security issues.

INDEMNIFICATION: Except in the event of willful misconduct or negligence on the part of Client or Las Vegas Convention and Visitors Authority ("LVCVA") its officers, employees, representatives, and agents (Collectively, "Indemnitees") Hello! Destination Management will indemnify and hold harmless Indemnitees from any and all claims, demands, actions, causes of action, penalties, liens, mechanic's liens, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for any injury or death, or damage to or loss of property (including, but not limited to, the testing site) caused by its sublessees, contractors, officers, employees, representatives, invitees, or agents. The liability of Hello! Destination Management pursuant to this paragraph is limited as set forth in the Responsibility paragraph on this page. Hello! Destination Management will not be liable for the acts or omissions of any independent contractors engaged by Client, any other person engaged by Client, or any guest, member, attendee or customer of Client. To the extent expressly authorized by Nevada law, Client will indemnify and hold harmless Hello! Destination Management and its officers, directors, shareholders, employees and agents from any claim arising out of the negligent acts or omissions of Client, third parties engaged by Client, or any guest, member, attendee or customer of Client.

DATA PRIVACY: Client represents and warrants that it has obtained from each Attendee the necessary consent and/or made the necessary disclosures, as required by Applicable Privacy Laws, for (i) transferring such any Attendee's Personal Information required to perform the Services to HDM; (ii) allowing Hello! Destination Management to process the Attendee's Personal Information to perform the Services; and (iii) allowing for Hello! Destination Management to transfer all or some of the Attendee's personal information to a third-party assisting Hello! Destination Management in performing the Services. Hello! Destination Management believes strongly in protecting user privacy. Please refer to our Privacy Policy on our website for more information. <https://www.hello-dmc.com/privacy-policy/>

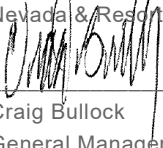
MISCELLANEOUS: (a) This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, legal representatives, successors and assigns; (b) It is the intent of the parties hereto that Hello! Destination Management shall be an independent contractor. Nothing in this Agreement is intended to create, nor shall it be construed to create, a landlord-tenant, employer-employee, joint-venture or partnership relationship between the parties hereto; (c) The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted; (d) This Agreement is solely the benefit of the parties and, therefore, no person or persons other than the parties shall have any right or privileges under this Agreement either as third party beneficiaries or otherwise; (e) This Agreement is to be construed in accordance with and shall be governed by the laws of the State of; (f) This Agreement may not be amended, changed or otherwise modified unless written and signed by authorized representatives of Hello! Destination Management and Client; (g) If there is any conflict between specific terms and conditions set forth in this Agreement and the general terms and conditions applicable to all services, the specific terms and conditions shall govern; and (h) The services, items and terms stated herein constitute the full extent of this Agreement. Disputes shall be arbitrated under the rules and regulations of the American Arbitration Association whose ruling will be final in any court and in any jurisdiction.

All services are considered tentative and subject to availability and price increases until Agreement is fully executed by both parties. A signed copy of this Agreement should be sent to Hello! Destination Management and a copy should be retained by Client.

This is to certify that we, the undersigned, accept this Agreement as written and agree to abide by all terms and arrangements as outlined herein.

Accepted and agreed to:

For: Hello! Destination Management
An agent for University Medical Center of Southern
Nevada & Region COVID Testing

By: 
Craig Bullock
General Manager

For: University Medical Center of Southern Nevada

By: 
Mason VanHoweling
CEO

Date: 09/29/2020

Date: 10/1/2020

Prog. # 2010731VC

The pricing in this contract reflects a 3% discount for payments made by company check or wire transfer. Should payment be made by credit card, this discount will be rescinded and added to any amount charged to a credit card.



Contract of Services



University Medical Center of Southern Nevada

COVID - 19 Testing, LVCC

November 1 - 30, 2020

Created for:
Mason VanHouweling
Chief Executive Officer
University Medical Center
of Southern Nevada

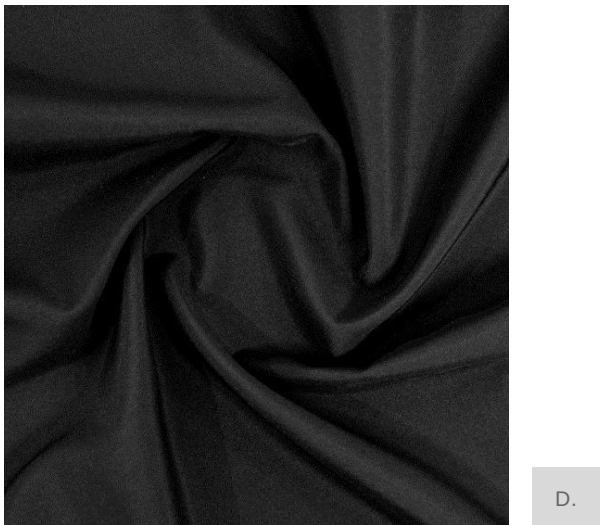
Prepared by:
Craig Bullock
General Manager
p: 702.387.7318
c: 702.280.6130
cbullock@hello-dmc.com

Created For:
Destiny Hampton
Physician Experience Coordinator
p: 702.462.4798
Destiny.Hampton@umcsn.com

Onsite Rentals- November 1 – 30, 2020

Event Information

Event Location	Load-in Date / Time	Strike Date / Time
LVCC – SOUTH HALL 1	On-Site	Conclusion of Program



A. – D.	On-site Décor/Rental and Refresh; Extension of all onsite rentals; (251) Pipe, (251) Plates, (250) Tele-Rods, (35) Sand Bags, (700) Drape, (7) Exit Signs, (24) Stanchions, (7) Extension Cords, and (3) Single Refrigerators.	\$4,375.00
TOTAL:		\$4,375.00

Onsite Rentals- November 1 – 30, 2020 (Continued)

Additional Needs

The items below are needed to complete the proposed event. Hello! Destination Management will assist in coordinating these items on behalf of client, but please note that client is responsible for charges levied by the venue and its contracted providers. These rates are not controlled by Hello! Destination Management. Please contact your venue representative for estimated costs for electrical.

Item/Act	Power Requirements
Lit Exit Signs	20 amps of power each
Single Door Refrigerators	12-gauge extension cord or direct into outlet

Fine Points

- Should any décor be added to the program after this agreement is signed, the elements will be subject to additional delivery, set up and strike fees.
- All costs are based on above schedule Sunday, November 1, 2020 - Monday, November 30, 2020. Additional rental extension requested beyond this schedule may result in additional fees and rental items will be based on availability.
- Any lost or damaged items will necessitate a replacement or repair charge.
- Any changes in design, location or scheduling to the contracted services may result in additional charges to the client for shipping, labor, construction, and other related costs. Any conditions beyond our control, including but not limited to weather conditions, venue changes and time changes, causing delays to set up or strike may result in reasonable additional labor, transportation, and other related costs.
- The items below are needed to complete the proposed event. Hello! Las Vegas will assist in coordinating these items on behalf of client, but please note that client is responsible for charges levied by the hotel/venue and its contracted providers. These rates are not controlled by Hello! Las Vegas. Please contact your hotel/venue representative for estimated costs.
 - Event Permits required by applicable county which may be needed for drape, risers, tents, Additional fees may also be incurred for CAD drawings required upon submission for permit.
 - Electrical Services
 - Rigging Services
 - Drayage



Security Support

Sunday, November 1 – Monday, November 30, 2020



Security Support Schedule & Costs

Sunday, November 1, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, November 2, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Tuesday, November 3, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Wednesday, November 4, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Thursday, November 5, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Friday, November 6, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Saturday, November 7, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Sunday, November 8, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Security Support (Continued)

Monday, November 9, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Tuesday, November 10, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Wednesday, November 11, 2020 (Veterans Day Holiday)

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Thursday, November 12, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Friday, November 13, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Saturday, November 14, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Sunday, November 15, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, November 16, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Tuesday, November 17, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00



Security Support (Continued)

Wednesday, November 18, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Thursday, November 19, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Friday, November 20, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Saturday, November 21, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Sunday, November 22, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, November 23, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Tuesday, November 24, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Wednesday, November 25, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

Thursday, November 26, 2020 (Thanksgiving Holiday)

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00



Security Support (Continued)

Friday, November 27, 2020 (Thanksgiving Holiday)

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Saturday, November 28, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Sunday, November 29, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-5:30PM)	1	24	\$50.00	\$1,200.00

Monday, November 30, 2020

Description	Qty	Hours	Unit Price	Total
Overnight Security (5:30PM-7:30AM)	1	14	\$50.00	\$700.00
Licensed Unarmed Security (7:30AM-5:30PM)	3	10	\$50.00	\$1,500.00

TOTAL: \$54,000.00



Parking Attendant Staff

Sunday, November 1 – Monday, November 30, 2020



Parking Attendant Schedule & Costs

Monday, November 2, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Tuesday, November 3, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Wednesday, November 4, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Thursday, November 5, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Friday, November 6, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Monday, November 9, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Tuesday, November 10, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Wednesday, November 11, 2020 (Veterans Day Holiday)

Description	Qty	Hours	Unit Price	Total
No Parking Staff Required				\$0.00

Thursday, November 12, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Parking Attendant Staff (Continued)

Friday, November 13, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Monday, November 16, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Tuesday, November 17, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Wednesday, November 18, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Thursday, November 19, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Friday, November 20, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Monday, November 23, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Tuesday, November 24, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Wednesday, November 25, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00

Thursday, November 26, 2020 (Thanksgiving Holiday)

Description	Qty	Hours	Unit Price	Total
No Parking Staff Required				\$0.00

Friday, November 27, 2020 (Thanksgiving Holiday)

Description	Qty	Hours	Unit Price	Total
No Parking Staff Required				\$0.00



Parking Attendant Staff (Continued)

Monday, November 30, 2020

Description	Qty	Hours	Unit Price	Total
Parking Attendant Staff (7:30AM-4:30PM)	3	9	\$45.00	\$1,215.00
TOTAL:				\$21,870.00

Hello! Destination Management Directional and Human Arrow Support

Sunday, November 1 – Monday, November 30, 2020



Hello! Destination Management Staff Schedule & Costs

Monday, November 1, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Tuesday, November 2, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Wednesday, November 3, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Thursday, November 4, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Friday, November 5, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Monday, November 9, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Tuesday, November 10, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Hello! Destination Management Directional and Human Arrow Support (Continued)

Wednesday, November 11, 2020 (Veterans Day)

Description	Qty	Hours	Unit Price	Total
No Staff Required				\$0.00

Thursday, November 12, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Friday, November 13, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Monday, November 16, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Tuesday, November 17, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Wednesday, November 18, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Thursday, November 19, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Friday, November 20, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Hello! Destination Management Directional and Human Arrow Support (Continued)

Monday, November 23, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Tuesday, November 24, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Wednesday, November 25, 2020

Description	Qty	Hours	Unit Price	Total
Directional Staff / Human Arrows (7:30AM-4:30PM)	3	9	\$40.00	\$1,080.00
Directional Leads (7:30AM-4:30PM)	1	9	\$45.00	\$405.00

Thursday, November 26, 2020 (Thanksgiving Holiday)

Description	Qty	Hours	Unit Price	Total
No Staff Required				\$0.00

Friday, November 27, 2020 (Thanksgiving Holiday)

Description	Qty	Hours	Unit Price	Total
No Staff Required				\$0.00

TOTAL: \$25,245.00

Contract Total: \$106,975.00

Service Terms & Conditions

Cancellation Policy

- Should any cancellations be made after a signed contract has been received, a 100% cancellation fee is due and payable on all services.
- All scheduling details outlined above for all security, staff and parking attendants are based on current estimations provided. Additional hours or extension of service dates may be accommodated, however, no decrease in hours or service dates are permitted.

Safety and Protection

- Security, staff and parking attendants require a minimum 15-minute break for every 90-minutes of service. Any staff scheduled for 6-hours or more will also receive an additional 30-minute refreshment break. Any contracted relief staff will rotate during shift breaks to avoid any disruption of service.
- Complimentary parking will be provided for each security staff or additional parking fees will apply.
- Complimentary meal service and waters will be provided for each security staff or additional meal fees will apply.
- All staff shifts will take place indoors at the Las Vegas Convention Center.
- Should additional uniform needs be required based on requested staff coverage needs, uniform fees will be assessed on the final invoice.
- All support personnel must be provided (1) medical-grade face mask per day and access to hand sanitizing stations throughout the facility.
- All support personnel will be provided complimentary COVID-19 testing prior to both starting their first shift and ending their last shift on the program.
- Client will be responsible for the cleaning and disinfection of the facility and common areas. Client-provided cleaning and disinfection will be in accordance with the current CDC COVID-19 guidelines, including use of EPA-approved disinfectants.
- HLV's staff will be positioned based on Client's direction. Client will position team members in accordance with CDC COVID-19 prevention guidelines.
- Should additional staff be requested during the program, Hello! Las Vegas will work to cover any requested shifts based on staff availability.
- In the event that a Hello! staff member receives a positive test result and/or excessive temperature check upon shift arrival, they will be excused from service. HLV! will make every reasonable attempt to fill that shift, based on Client approval. In the event of a health-related staff release, Client shall still be responsible for discharged employee's daily shift minimum guarantee and any additional new staff hours resulting from shift disruption.
- In the event that the facility or operation is closed/halted due to safety or health concerns, including COVID-19 (temporarily or permanently), Client is responsible for minimum guarantee of all contracted and agreed-upon staffing and equipment services herein, as well as any additional charges resulting from potential necessary disinfecting, replacement/additional rentals and/or additional staffing needs.

Availability

All services are on a tentative hold but are subject to availability until a signed contract is received by Hello! Destination Management. No supplier contract shall be signed prior to Hello! Destination Management's receipt of an executed contract and any preliminary deposits.

Force Majeure

Neither party will be responsible to the other party for any failure to fulfill its obligations under the Agreement due to causes beyond its reasonable control, including fire, hurricane, tornado, snowstorm, flood, war, shortages, riots, insurrections, explosions, earthquakes, natural disasters, or any other acts of God, or any act or regulation of any federal, state, or local government or regulatory body ("Force Majeure Occurrence"), resulting in or causing the cancellation of the planned event or preventing or precluding travel of a majority of planned attendees to the event. Provided the party affected by the Force Majeure Occurrence promptly notifies the other party in writing such non-performance is excused and the party affected by the Force Majeure Occurrence may terminate the Agreement without further liability. If a Force Majeure Occurrence exists and Client asserts its rights under this provision, Hello! shall make reasonable efforts to minimize cancellation charges or fees from its Suppliers, and Client shall pay only any reasonable and documented Hello! expenses incurred and Hello! will return all recoverable supplier deposits, net of such expenses.



General Terms and Conditions
Applicable to all Services

DEPOSIT: Hello! Destination Management requires a deposit of one fifty percent (100%) of the total anticipated charges for the program based on this Services Agreement outlining all costs. 1st Deposit (\$53,487.50) is Due Thursday October 29th and the 2nd Deposit (\$53,487.50) is Due Thursday November 12th. Final Payment Due upon receipt of Final Invoice. Services provided by third parties are not normally finalized until a deposit is received. Therefore, please reference the corresponding Deposit Request for any earlier deposits that are required. Final payment equal to the remainder of the program total and any charges for additional services is due upon receipt of the Final Invoice.

GUARANTEE: Prices listed in this Agreement are guaranteed for the group and program as outlined. Client is responsible for the minimums as specified for each service. If the minimums are not met, Client is responsible for full payment of minimum charges.

RESPONSIBILITY: Hello! Destination Management shall not under any circumstances be liable for special or consequential damages, such as, but not limited to, damage or loss of other property, loss of revenue, cost of capital or claims of customers. The liability of Hello! Destination Management pursuant to this Agreement or otherwise to all persons and organizations for all losses, claims, actions, judgments, damages, costs and expenses whatsoever, whether in contract or in tort, shall be limited to the amount of money paid to Hello! Destination Management pursuant to this Agreement. The foregoing limitation shall not apply to injury to persons or property (i) due to the gross negligence or willful misconduct of Hello! Destination Management, Inc., or (ii) to the extent the liability of Hello! Destination Management is covered by an applicable policy of insurance.

INSURANCE: Hello! Destination Management will carry adequate liability and other insurance to protect itself against any claims arising from its services related to the contracted program. Hello! carries a comprehensive commercial General Liability policy designed specifically for Hello! Destination Management. Companies underwritten with Zurich Insurance Company. The National Program is called Travel Agents and Tour Operators Professional Liability insurance. The General Liability and Professional Liability limits are \$5M per occurrence/per aggregate; Business Automobile for Hired and Non-Owned vehicles is \$5M; Workers Compensation is consistent with requirements of State Law with \$500K/\$500K/\$500K for Employer Liability. Hello! also carries an excess policy over these primary layers. Upon written request, Hello! Destination Management will add the Client as an Additional Insured. Certificates of Insurance are provided upon request.

SECURITY: Off-site functions require each attendee to have a name badge (if applicable) and photo identification available in the event of any random security checks. Hello! Destination Management is not responsible for the event time being delayed due to any unforeseen security issues.

INDEMNIFICATION: Except in the event of willful misconduct or negligence on the part of Client or Las Vegas Convention and Visitors Authority ("LVCVA") its officers, employees, representatives, and agents (Collectively, "Indemnitees") Hello! Destination Management will indemnify and hold harmless Indemnitees from any and all claims, demands, actions, causes of action, penalties, liens, mechanic's liens, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for any injury or death, or damage to or loss of property (including, but not limited to, the testing site) caused by its sublessees, contractors, officers, employees, representatives, invitees, or agents. The liability of Hello! Destination Management pursuant to this paragraph is limited as set forth in the Responsibility paragraph on this page. Hello! Destination Management will not be liable for the acts or omissions of any independent contractors engaged by Client, any other person engaged by Client, or any guest, member, attendee or customer of Client. To the extent expressly authorized by Nevada law, Client will indemnify and hold harmless Hello! Destination Management and its officers, directors, shareholders, employees and agents from any claim arising out of the negligent acts or omissions of Client, third parties engaged by Client, or any guest, member, attendee or customer of Client.

DATA PRIVACY: Client represents and warrants that it has obtained from each Attendee the necessary consent and/or made the necessary disclosures, as required by Applicable Privacy Laws, for (i) transferring such any Attendee's Personal Information required to perform the Services to HDM; (ii) allowing Hello! Destination Management to process the Attendee's Personal Information to perform the Services; and (iii) allowing for Hello! Destination Management to transfer all or some of the Attendee's personal information to a third-party assisting Hello! Destination Management in performing the Services. Hello! Destination Management believes strongly in protecting user privacy. Please refer to our Privacy Policy on our website for more information. <https://www.hello-dmc.com/privacy-policy/>

MISCELLANEOUS: (a) This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, executors, legal representatives, successors and assigns; (b) It is the intent of the parties hereto that Hello! Destination Management shall be an independent contractor. Nothing in this Agreement is intended to create, nor shall it be construed to create, a landlord-tenant, employer-employee, joint-venture or partnership relationship between the parties hereto; (c) The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted; (d) This Agreement is solely the benefit of the parties and, therefore, no person or persons other than the parties shall have any right or privileges under this Agreement either as third party beneficiaries or otherwise; (e) This Agreement is to be construed in accordance with and shall be governed by the laws of the State of; (f) This Agreement may not be amended, changed or otherwise modified unless written and signed by authorized representatives of Hello! Destination Management and Client; (g) If there is any conflict between specific terms and conditions set forth in this Agreement and the general terms and conditions applicable to all services, the specific terms and conditions shall govern; and (h) The services, items and terms stated herein constitute the full extent of this Agreement. Disputes shall be arbitrated under the rules and regulations of the American Arbitration Association whose ruling will be final in any court and in any jurisdiction.



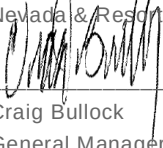
All services are considered tentative and subject to availability and price increases until Agreement is fully executed by both parties. A signed copy of this Agreement should be sent to Hello! Destination Management and a copy should be retained by Client.

This is to certify that we, the undersigned, accept this Agreement as written and agree to abide by all terms and arrangements as outlined herein.

Accepted and agreed to:

For: Hello! Destination Management
An agent for University Medical Center of Southern
Nevada & Resort COVID Testing

For: University Medical Center of Southern Nevada

By: 
Craig Bullock
General Manager

By: _____
Mason VanHoweling
CEO

Date: 10/07/2020

Date: _____

Prog. # 201171VC

The pricing in this contract reflects a 3% discount for payments made by company check or wire transfer. Should payment be made by credit card, this discount will be rescinded and added to any amount charged to a credit card.



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

Issue:	Professional Services Agreement (Neurological Surgery) with Duke Forage Anson Neurosurgical, LLP	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 Professional Services Agreement for Neurological Surgery On-Call Coverage with Duke Forage Anson Neurosurgical, LLP; 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: Neurological Surgery On-Call Services	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: 9/1/2020 to 8/31/2021 with two 1-year options	
Amount: \$3,000 per day for on-call services; NTE \$1,095,000 per year or NTE \$3,285,000 for three (3) years	
Out Clause: 30 days w/o cause	

BACKGROUND:

Since October 2019, UMC has had an Agreement with Duke Forage Anson Neurosurgical, LLP (Provider) for neurosurgery/spine and neurosurgery on-call services.

This request is for ratification of UMC's new Professional Services Agreement for Group Physician On-Call Coverage with Provider for neurosurgery services. Provider will provide 24/7 emergency, on-call and clinical neurosurgery services for UMC's inpatients and outpatients in accordance with the call schedule maintained by Medical Staff. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension options at his discretion if deemed beneficial to UMC.

UMC will compensate Provider \$3,000 per day or a NTE total of \$1,095,000 per year from September 1, 2020 through August 31, 2021, with the option to extend for two, 1-year periods. Either party may terminate this Agreement with a 30-day written notice to the other.

Cleared for Agenda
October 21, 2020

Agenda Item #

7

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

Provider is coordinating with the Department of Business License in obtaining a Clark County vendor registration.

**PROFESSIONAL SERVICES AGREEMENT
(Group Physician On-Call Coverage)**

This Agreement, is made and entered into this 1st day of September, 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 **Duke Forage Anson Neurosurgical, LLP**, with its principal place of business at 861 Coronado Center Drive, #200, Henderson, Nevada 89052 (hereinafter referred to as the “Provider”);

WHEREAS, Hospital is the operator of a Surgery Department (the “Department”) located in Hospital which requires certain Services (as defined below); and

WHEREAS, Hospital recognizes that the proper functioning of the Department requires Services from a physician(s) who has been properly trained and is fully qualified and credentialed to practice medicine as a neurosurgeon; and

WHEREAS, Provider desires to contract for and provide said Services in the specialty of neurological 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.
- 1.2 Clinical Services. Services performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition related to neurological surgery.
- 1.3 Department. Unless the context requires otherwise, Department refers to Hospital’s Surgery Department.

- 1.4 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.
- 1.5 Member Physician(s). Physician(s) 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 neurological services Hospital's inpatients and outpatients, 24 hours per day/seven days per week in accordance with the Neurosurgery rotation schedules maintained by the Medical Staff.

II. PROVIDER'S OBLIGATIONS

- 2.1 Services. Provider shall deliver to the Department and the 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.

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; and
- vi. 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, represents and warrants that he or she:

- i. is Board Certified or Board Eligible (pursuant to the Medical Staff's delineation of privileges) in Neurosurgery;
- 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 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 the Hospital of such a breach and/or fails to remove any Member Physician 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 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 the Agreement or terminate the 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, Rules and Regulations of the Medical Staff. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary.
- 2.8 Provider 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 data bases 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 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 requirement 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 the 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.

III. HOSPITAL'S OBLIGATIONS

- 3.1 Space, Equipment and Supplies.
- a. Hospital shall provide space within Hospital for the 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 the 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, Material 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 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.

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 provide within thirty (30) days of the date of service usual social security and insurance information to facilitate direct billing. Provider access to the hospital 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 to patients and their insurers 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 Services. During the Term of this Agreement and subject to paragraph 7.5, Hospital will compensate Provider **\$3,000 per day** for the On-Call Services, or for an **annual amount not to exceed \$1,095,000**. 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 the 1st day of each month. Payment will be made on the third (3rd) Friday of each following 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.
- 5.2 Fair Market Value. The compensation paid under this Agreement has been determined by the parties through a process of arm's length negotiations resulting in compensation for Services rendered 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 September 1, 2020, and subject to paragraph 7.5, shall remain in effect through August 31, 2021 (the "Initial Term"). At the end of the Initial Term, Hospital has the option to extend this Agreement for two 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 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:
 - 1. The exclusion of Provider from participation in any federal health care program;
- 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 ten (10) 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 as determined by the Bylaws, Rules and Regulations of the Medical and Dental Staff and the appeal processes thereunder; or
 - 2. Conduct by any of Provider's Member Physicians 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; or
 - 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; or
 - 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; or

2. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients; or
 3. The failure of Hospital to maintain full accreditation by The Joint Commission; or
 4. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or
 5. Breach of any material term or condition of this Agreement.
- 6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon thirty (30) 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. ' 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 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.
- 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 data bases 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 contract, 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. Under the False Claims Act, a provider may face civil prosecution for knowingly (as defined in 31 U.S. Code § 3729 (b)(1)(A)(i-iii)) presenting reimbursement claims: (i) for services or items that the Provider knows were not actually provided as claimed; (ii) that are based on the use of an improper billing code which the Provider knows will result in greater reimbursement than the proper code; (iii) that the Provider knows are false; (iv) for services represented as being performed by a licensed professional when the services were actually performed by a non-licensed person; (v) for items or services furnished by individuals who have been excluded from participation in federally-funded programs; or (vi) for procedures which the Provider knows were not medically necessary. Violation of the Federal False Claims Act may result in fines of up to \$11,000 for each false claim, treble damages, and possible exclusion from federally-funded health programs. Accordingly, all employees, volunteers, medical staff members, vendors, and agency personnel are prohibited from knowingly submitting to any federally or state funded program a claim for payment or approval that includes fraudulent information, is based on fraudulent documentation or otherwise violates the provisions described in this paragraph.
- 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, has a Compliance Officer, and operates an anonymous 24-hour, seven-day-a-week compliance Hotline. A Notice Regarding False Claims and Statements is attached to this Agreement as Attachment 1. Provider is expected to immediately notify Hospital via a hospital Administrator, department Director, department Manager, and Rani Gill, Compliance Officer, at (702) 383-6211 or at Rani.Gill@umcsn.com, or through the Hotline (888) 691-0772, or the website at <http://www.goldenegg.ethicspoint.com>, or in writing, any actions by a medical staff member, Hospital vendor, or Hospital employee 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.

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 draftsman 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 shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be mailed to the following addresses or such other address as either party may specify in writing to the other party:

To Hospital: University Medical Center of Southern Nevada
Attn: Chief Executive Officer
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

To Provider: Duke Forage Anson Neurosurgical, LLP
861 Coronado Center Drive, #200
Henderson, NV 89052

- 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 be immediately 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 dated October 17, 2019.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Provider:

By: John Anson
Name: John Anson
Title: Partner

Hospital:

**University Medical Center
of Southern Nevada**

By: Mason VanHouweling
Name: Mason VanHouweling
Chief Executive Officer

EXHIBIT A
SERVICES/MEMBER PHYSICIAN(S)

Provider's Services shall include the following:

On-Call Services:

- a. Provider shall deliver to the Department and the Hospital 24 hours per day, 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 # MS1-111, On Call Physician Policy.

Clinical Services:

- a. All neurosurgical inpatients shall be assessed by the on-call physician within 24 hours of admission
- b. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients with all due-diligence arising from the emergency and on-call services for inpatient neurosurgery.

Service Location: All services are to be performed at Hospital's main campus location at:

1800 W. Charleston Blvd
Las Vegas, NV 89102

Member Physician(s):

John Anson, M.D.
James Forage, M.D.
Keith Blum, D.O.
Michael Schneier, M.D.
Efrem Cox, M.D.

EXHIBIT B

STANDARDS OF PERFORMANCE

The Provider shall ensure that all Member Physicians comply with the standards of performance, attached hereto as Exhibit B and incorporate 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: (a) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (b) the patient expresses a preference for a different provider, practitioner, or supplier; (c) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (d) 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 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: 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, 2) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The 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, (ix) average length of stay- unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital Administration with notice.
- u. Provider shall be in 100% compliance with Drug Wastage Policy. Provider shall be in 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 the 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 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 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 6 months to 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 1 to 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 UMC Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Hotline 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: 9						
Corporate/Business Entity Name:		Duke, Forage, Anson Neurosurgical, LLC				
(Include d.b.a., if applicable)		The Spine and Brain Institute				
Street Address:		861 Coronado Center Dr, Suite 200		Website: www.thespinebrain.com		
City, State and Zip Code:		Henderson, NV 89052		POC Name: Trina Norton		
Telephone No:		702-896-0940		Email:		
Nevada Local Street Address: (If different from above)				Fax No: 702-896-6173		
City, State and Zip Code:				Website:		
Local Telephone No:				Local Fax No:		
				Local POC Name:		
				Email:		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Derek Duke, M.D.	Partner	25%
John Anson, M.D.	Partner	25%
James Forage, M.D.	Partner	25%
Michael Seiff, M.D.	Partner	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

John Anson, M.D.

Print Name

Partner

Date

10/12/2020

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

Issue: Professional Services Agreement for Physician Advisor Services with Quality Care Consultants, 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 Professional Services Agreement for Physician Advisor Services with Quality Care Consultants, LLC for utilization, case management and resource management services; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000829000	Funded Pgm/Grant: N/A
Description: Physician Advisor Services	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: 11/1/2020 to 10/31/22 with two 1-year options	
Amount: \$115,200 per year or potential aggregate is \$460,800 for four (4) years	
Out Clause: 60 days w/o cause	

BACKGROUND:

Since December 2011, UMC has had an agreement with Quality Care Consultants (Provider) to provide Physician Advisor services on utilization, case management and resource management services for Case Management functions. The current contract expires on October 31, 2020.

This request is to approve a new Agreement with Provider to provide the same services as outlined in detail in the Agreement. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension options at his discretion if deemed beneficial to UMC.

UMC will compensate Provider \$9,600 per month or a total of \$115,200 per year from November 1, 2020 through October 31, 2022, with the option to extend for two, 1-year periods. Either party may terminate this Agreement with a 60-day written notice to the other.

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

Cleared for Agenda
October 21, 2020

Agenda Item #

8

Provider currently holds a Clark County business license.

PROFESSIONAL SERVICES AGREEMENT (PHYSICIAN ADVISOR SERVICES)

This Agreement, made and entered into this 1st day of November, 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 **Quality Care Consultants, LLC**, a professional corporation, existing under and by virtue of the laws of the State of Nevada, with its principal place of business at 3006 South Maryland Parkway, Suite 465, Las Vegas, Nevada 89109 (hereinafter referred to as the "Provider");

WHEREAS, Hospital provides medical services to its patients;

WHEREAS, Hospital is in need of a physician to provide utilization, case management and resource management services to perform in the role of Physician Advisor for Case Management functions;

WHEREAS, Provider desires to contract for and provide said professional services; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the operation of Services in Hospital for the term of this Agreement as more specifically described herein.

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.
- 1.3 Department. Unless the context requires otherwise, Department refers to Hospital's Case Management/Utilization Management Department.
- 1.4 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.
- 1.5 Physician Advisor. Ikram Khan, MD or Javaid Anwar, MD.
- 1.6 Provider. Quality Care Consultants, LLC and all physicians associated with it who have privileges at Hospital to provide Services and other related services.
- 1.7 Services. Services refers to Hospital's utilization review and case management services as defined in Sections 2.1 and 2.2.

II. PROVIDER'S OBLIGATIONS

2.1 Monitoring and Evaluation Process. Provider hereby agrees to provide the following services as requested by Hospital and in a manner reasonably satisfactory to Hospital:

- a. Provider shall assist with effective monitoring and evaluation of utilization review programs according to Hospital/national established criteria.
- b. Provider shall educate Hospital's Department staff, nursing staff and ancillary personnel in the process and significance of identifying indicators, collecting data, evaluating care and taking action.
- c. Provider shall assist Hospital staff in identifying areas with the greatest impact on patient care and its cost i.e., high volume, high risk, high cost or problem prone aspects of care, for highest priority for monitoring and evaluation.
- d. Provider shall assist in the development of appropriate thresholds developed for identified indicators of utilization and case management.
- e. Provider shall monitor that the cumulative data for each indicator is periodically compared with its corresponding threshold, on an ongoing basis.
- f. Provider shall identify patterns or trends in the care as suggested by cumulative data to ensure that the appropriate committee takes action. The emphasis of the action taken shall be primarily educational rather than punitive.
- g. Provider shall monitor the effectiveness of corrective actions by ongoing evaluation.
- h. Provider shall assist in developing strategies for the Department to comply with The Joint Commission, state and federal regulatory standards.
- i. Provider shall assist in the development, implementation and evaluation of severity adjusted review criteria in all specialties.
- j. Provider shall assist in the education of Medical Staff interpretation and understanding of the data as it relates to individual practices in comparison to their peers.
- k. Provider shall provide education, as needed, to various Hospital Department members and present problem solving strategies.

2.2 Utilization Management, Resource Management and Case Management.

- a. Admissions/Pre-Authorizations.
 1. Provider shall assist the Case Management/Utilization Management and bed control personnel in following Hospital/national established criteria at the time of admission for appropriate placement of the patient to Observation, Outpatient,

Inpatient, Intensive Care Unit (ICU), Intermediate Care Unit (IMC), medical/surgical care area.

2. Provider shall assist in the implementation of established algorithms that are approved by Hospital's Medical Executive Committee. If the procedures are not adhered to, this qualifies the Physician Advisor to intervene as medically necessary.
- b. Concurrent Review.
1. Provider shall monitor prioritized elective and emergency admissions for continued stay based on established criteria. Review in-Hospital treatment plans and potential for case management needs and discharge planning in a timely manner.
 2. Provider shall assist the Department with discharge planning.
- c. Retrospective Review. Provider shall perform retrospective review when there is a dispute regarding care already provided to the patient.
- d. Medical Case Management.
1. Provider shall assist in early identification of patients requiring potential long-term care and rehabilitation. Provider shall assist in the process to provide timely interaction between the patient, physician and Hospital.
 2. Provider shall assist Case Managers with issues requiring Physician Advisor resolution. Provider shall perform rounds as reasonably requested by Hospital's Department to address issues or problems.
 3. Provider shall discuss with the attending physician prior to authorizing the Department to issue the letter of non-coverage.
 4. Provider shall serve on the Utilization Review Committee and chair the Clinical Effectiveness/Utilization Review Committee, providing medical expertise, advice and support.
 5. Provider shall assist with appeals of federal and state agency denials, and other denials requested by Hospital, acting on behalf of Hospital.
 6. Provider shall be available for the medical screening process by personnel from Hospital's Case Management/Utilization Management and Social Services Departments, and the On Duty Administrators, seven (7) days per week from 7:00 am to 7:00 pm.
- e. Case Management Referral Process.

1. Provider shall review all necessary medical records on patients whom the Department has determined to no longer meet the medical necessity or continued stay criteria.
 2. Provider shall ensure availability for daily consultations with Hospital's Department staff and provide outcome data on each case that has been referred to Provider.
- f. Discharge Planning.
1. Provider shall assist in discharge planning process.
 2. Provider shall assist in identifying the diagnosis requiring long-term rehabilitation, long-term acute care, skilled nursing facility, or short-term assistance and planning for post discharge needs.
 3. Provider shall encourage that national recognized criteria and standards are used for implementing and monitoring discharge activities.
- g. Clinical Documentation Services.
1. Provider shall provide physician support to clinical documentation specialists on a concurrent basis, specifically in queries to staff physicians and Medical Staff.
 2. Provider shall provide on-going education of physicians in terminology as per CMS guidelines in group or individual settings.
- h. Recovery Audit Contractor (RAC) Audits. Provider shall review medical records and appropriate recommendations if an appeal is appropriate. The clinical rationale shall be provided for the appeal.
- i. Denial Management. Provider shall provide concurrent and retroactive denial management for commercial and Medicaid patients. This will involve the review of medical records, discussion with treating physicians and Medical Directors.
- j. Physician Support Services. Provider shall provide physician support services in other areas as requested by Hospital Administration.
1. Provider shall serve as a Physician Advisor representing the Clark County Detention Center and attend the monthly Medical Accountability Meeting. This meeting lasts approximately two (2) hours.

2.3 Medical Staff Appointment.

- a. It is expressly agreed that the continuation of this Agreement is dependent upon the continued appointment of Ikram Khan, MD or Javaid Anwar, MD as Provider's Physician Advisor.

- b. Provider shall be fully responsible for the performance and supervision of its Physician Advisor, 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 and Human Resources Policies as applicable to the Allied Health Provider.

2.4 Physician Advisor. The Physician Advisor shall at all times during the term of this Agreement:

- a. Be Board Certified by the American Board of Quality Assurance and Utilization Review Physicians;
- b. Hold an active license to practice medicine from the State of Nevada which is in good standing;
- c. Is not and/or has never been subject to any agreement or understanding, written or oral, that the Physician will not engage in the practice of medicine, either temporarily or permanently;
- d. Has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
- e. Holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation (as applicable);
- f. Has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
- g. Has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of Services; and
- h. At all times will comply with all applicable laws and regulations in the performance of the Services.

Hospital shall, at its discretion, have the right to terminate this Agreement if Physician Advisor fails to meet any of the foregoing requirements in this Section.

2.5 Standards of Performance.

- a. Provider promises to adhere to Hospital's established standards and policies. In addition, Provider shall ensure that its Physician Advisor 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. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.
- c. Provider shall help Hospital reduce avoidable delays in Clinical Services.
- d. Provider shall assist in the implementation of processes and systems used by Hospital to manage resource utilization, which shall include the use of Hospital's Epic Electronic Health Resource for patient information, and use of Hospital's electronic mail (email) system for communication (including the transmission of Protected Health Information consistent with the provisions of Section 2.12) with Hospital's staff.
- e. Provider shall assist Medical Staff members with appropriate clinical documentation.
- f. Provider shall provide medical oversight and direction of the Department.
- g. Provider shall attend the meetings related to, and review retrospective and concurrent denials by the Recovery Audit Contractor (RAC) and/or the Beneficiary Family Centered Care-Quality Improvement Organization (BFCC-QIO), and or other entities designated by CMS for retrospective or concurrent denials.
- h. Participate in interdisciplinary rounds to reinforce "appropriate utilization" and also participate in the development of guidelines for utilization of high cost resources based on available data.
- i. Expand the current Clinical Documentation Improvement (CDI) involvement with physician interactions.
- j. Assist Hospital with maintaining observation hours compatible with similar hospitals nationally.
- k. Focus efforts and attention in assisting Hospital to maintain Medicare Length of Stay that is compatible with Geometric Mean Length of Stay.
- l. Provider shall offer on-site availability, as necessary, to assist the Department in achieving outcomes compatible with similar hospitals nationally for:
 - 1. Commercial authorizations;
 - 2. Reconsiderations of denials and appeals hereto; and
 - 3. Timely retroactive review on approved in-house Medicaid patients.
- m. Provider shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.

2.6 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 any event that occurs that constitutes a breach of the representations and warranties contained

in Section 2.4, or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify the Hospital of such a breach and/or fails to meet any of the requirements in this Agreement after a period of three (3) calendar days.

2.7 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.

2.8 Industrial Insurance.

- a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its employees as required by the industrial insurance laws of the State of Nevada, as applicable.
- 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 and as required. 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.

2.9 Professional Liability Insurance. Provider shall carry professional liability insurance on his/herself and any employees providing these Services, at his/her own expense in accordance with the minimums established by the Bylaws, Rules and Regulations of the Medical Staff. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary.

2.10 Provider Personal Expenses. Provider shall be responsible for all his/her personal expenses, and those of any 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.

2.11 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 data bases 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 review activities 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.

2.12 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 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 requirement 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.

2.13 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 Space, Equipment and Supplies.

- a. Hospital shall provide space within Hospital for the 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 Services.
 - 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 Services. Hospital shall also keep and maintain said equipment in good order and repair.
 - c. Hospital shall purchase all necessary supplies for the proper provision of the Services and shall keep accurate records of the cost thereof.
- 3.2 Hospital Services. Hospital shall, at its expense, furnish the Physician Advisor with telephone service as may be required by the Physician Advisor. Hospital shall also 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 Provider and his/her Allied Health Providers, all personnel required for the proper operation of the Services 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 Services 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 Annual Review. Hospital and Provider shall conduct an annual review of Provider's performance of Services.
- 3.5 Resources. Hospital Administration shall make reasonable efforts to make Hospital's staff and adequate data resources available to Provider.

IV. COMPENSATION

Compensation for Services. During the term of this Agreement and subject to Section 6.5, Hospital will compensate Provider \$9,600.00 per month, or for an annual amount of \$115,200.00. Payment will be made after the submission of an accurate invoice on the third (3rd) Friday of each following month, or if the third (3rd) Friday falls on a holiday, the following Monday, for the previous month's duties providing the Services. Complete and accurate invoices are due by the first (1st) day of each month.

V. TERM/MODIFICATIONS/TERMINATION

- 5.1 Term of Agreement. This Agreement shall become effective on November 1, 2020, and subject to Section 6.5, shall remain in effect through October 31, 2022 (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").

5.2. 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 Provider;
- d. Any action commenced against Provider which could materially affect this Agreement;
- e. Any exclusionary action initiated or taken by a federal health care program against Provider;
- f. Any breach of a representation or warranty as required under Section 2.4; or
- g. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.

5.3 Termination For Cause.

- a. This Agreement shall immediately terminate without notice by Hospital, upon the occurrence of any one of the following events:
 1. The exclusion of Provider from participation in a federal health care program;
 2. (Not part of Medical Staff) Loss of Provider's license to practice medicine unless Provider provides a substitute physician who is satisfactory to Hospital, as determined by Hospital's Administration. Hospital will not unreasonably withhold such acceptance/approval; or
 3. The conviction of Provider's Physician Advisor of any crime punishable as a felony involving moral turpitude or immoral conduct unless Provider provides a substitute physician who is satisfactory to Hospital, as determined by Hospital's Administration in consultation with the Medical Executive Committee. Hospital will not unreasonably withhold such acceptance/approval.
- b. The Agreement may be terminated by Hospital immediately without notice by Hospital, upon the occurrence of any of the following events:
 1. Physician Advisor loses Board Certification; or
 2. Physician Advisor's license to practice medicine from the State of Nevada is suspended, revoked or otherwise loses good standing; or

3. The Physician Advisor is subject to any agreement or understanding, written or oral, that the Physician Advisor will not engage in the practice of medicine, either temporarily or permanently; or
 4. Physician Advisor's business license has been suspended or revoked; or
 5. The Physician Advisor is subject to any court order that restricts or prohibits him/her from practicing medicine, either temporarily or permanently.
- c. 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:
1. Professional misconduct by Provider, any of Provider's Physician Advisor or Allied Health Providers as determined by Hospital Administration;
 2. Conduct by Provider, any of Provider's Physician Advisor 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, and if upon notice and request by Hospital, the Provider does not remove such Physician Advisor 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;
 3. Disputes among the Physician Advisor, 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 Services;
 4. Absence of Physician Advisor from providing the 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.
- d. 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. The failure of Hospital to maintain accreditation by The Joint Commission;
 4. Failure of Hospital to compensate Provider in a timely manner as set forth in Section IV, above; or
 5. Breach of any material term or condition of this Agreement.
- 5.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon sixty (60) 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.

VI. MISCELLANEOUS

- 6.1 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 6.2 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.
- 6.3 Audits. The performance of this Agreement by Provider is subject to review by Hospital to insure Agreement compliance. Provider agrees to provide Hospital any and all information requested that relates to the performance of this Agreement. All requests for information shall be in writing to Provider. 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 this Agreement.
- 6.4 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.
- 6.5 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 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Hospital of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

- 6.6 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.
- 6.7 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.
- 6.8 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 contract, 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.
- 6.9 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.
- 6.10 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>. Hospital's Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also

available for Medical Staff reporting.

- 6.11 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.
- 6.12 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.
- 6.13 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.
- 6.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.
- 6.15 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.
- 6.16 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 draftsman thereof shall not apply to any provision of this Agreement.
- 6.17 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.
- 6.18 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: Quality Care Consultants
 Attn: Ikram Khan, MD
 3006 South Maryland Parkway, Suite 465
 Las Vegas, Nevada 89109

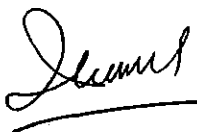
- 6.19 Publicity. Neither Hospital nor Provider shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

- 6.20 Performance. Time is of the essence in this Agreement.
- 6.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately 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.
- 6.22 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.
- 6.23 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Provider:
Quality Care Consultants, LLC

Hospital:
University Medical Center of Southern Nevada



By: _____
Ikram Khan, M.D.
President

By: _____
Mason VanHouweling
Chief Executive Officer

Date: October 12, 2020

Date: _____

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.

Business Associate Agreement

This Agreement is made effective the 1st of November, 2020, 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 **Quality Care Consultants, LLC**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an

individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

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

administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

- (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
- (ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

- (i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.
- (ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.
- (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.

(b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

- (i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and
- (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
- (iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
- (iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

- (i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
- (ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

- (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
- (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
- (iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
- (iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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

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

COVERED ENTITY:

By: _____
Mason VanHouweling
Chief Executive Officer

Date: _____

BUSINESS ASSOCIATE:

By:  _____
Ikram Khan, M.D.
President

Date: October 12, 2020

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: Quality Care Consultants, LLC						
(Include d.b.a., if applicable)						
Street Address:		3006 S. Maryland Parkway, Suite 465		Website:		
City, State and Zip Code:		Las Vegas, NV 89109		POC Name: Ikram U. Khan, MD		
Telephone No:		702 595 1059		Email: athens5@aol.com		
Nevada Local Street Address:				Local Fax No: 702 734 0548		
(If different from above)				Local POC Name: Ikram U. Khan, MD		
City, State and Zip Code:				Email: athens5@aol.com		
Local Telephone No:		702 595 1059				

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)
<u>Ikram U. Khan, MD</u>	<u>President</u>	<u>50%</u>
<u>Javaid Anwar, MD</u>	<u>CEO</u>	<u>50%</u>

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

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

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

 Signature _____ President Title _____	Ikram U. Khan, MD Print Name _____ October 6, 2020 Date _____

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

Issue:	Agreement for CPO Migration Plan – Phase 1 with Honeywell Building Solutions	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 CPO Migration – Phase 1 between Honeywell International, Inc. and University Medical Center of Southern Nevada; and take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5430.011 Fund Name: Clark County Capital Equipment Transfer
Fund Center: 3000999901 Funded Pgm/Grant: N/A
Description: Complete CPO Upgrade – Phase 1
Bid/RFP/CBE: NRS 332.115(1)(b), (c), (d), (g) & (h) – Professional services; additions to and repairs and maintenance of equipment by a certain person; is compatible with existing equipment; hardware; and software.
Term: Ten (10) Months
Amount: NTE \$1,446,662.90
Out Clause: 15 days without cause

BACKGROUND:

Honeywell provides HVAC and Fire Safety Services for UMC. The current Building Management Program (BMP) is being retired and will no longer be supported by Honeywell. UMC requires a BMP to insure HVAC operations and protocols are appropriately functioning to include General HVAC comfort, Air Exchange, Pressurization, and Humidity as required by JC and CMS. The BMP allows Engineering to make requested and/or required adjustments in a timely manner.

The current program will be migrated to Honeywell's Comfort Point program in a phased approach beginning with the Trauma, Emergency Department, and Ambulatory Surgical Unit Buildings. Additional buildings will be scheduled for completion in subsequent years.

In accordance with NRS 332.115.1(b), (c), (d), (g) & (h), the competitive bidding process is not required because the purchase includes professional services and is for equipment, which is more efficiently added to, repaired, or maintained by a certain person; is compatible with existing equipment; and hardware, software and associated peripheral equipment and devices are for computers.

Cleared for Agenda
October 21, 2020

Agenda Item #

9

Honeywell currently holds a Clark County business license.

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR CPO MIGRATION PLAN - PHASE 1

Honeywell International Inc., through its Honeywell Building Solutions business unit
NAME OF FIRM
Robin Miller
DESIGNATED CONTACT, NAME AND TITLE
2925 E. Patrick Lane, Suite F Las Vegas, NV 89120
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 583-6671
(AREA CODE) AND TELEPHONE NUMBER
robin.miller@honeywell.com
E-MAIL ADDRESS

AGREEMENT FOR CPO MIGRATION PLAN – PHASE 1

This Agreement (the “Agreement”) is made and entered into as of the last date of signature set forth below (the “Effective Date”), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes and having offices at 1800 West Charleston Blvd., Las Vegas, NV 89102 (“HOSPITAL”), and HONEYWELL INTERNATIONAL INC., 2925 E. Patrick Lane, Suite F, Las Vegas, NV 89120 (“COMPANY”), for the CPO MIGRATION PLAN - Phase 1 project (the “PROJECT”).

WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$1,446,662.90 as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from the Effective Date through PROJECT completion (“Term”), which is expected to take approximately ten (10) months. During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments

HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of \$1,446,662. 90. It is expressly understood that the entire work defined in **Exhibit A** must be completed by the COMPANY.

HOSPITAL agrees to pay COMPANY the Agreement price according to the following schedule:

1. An amount equal to 25 percent, or \$301,389.50 of the base price, \$1,205,552.00 shall be paid to COMPANY upon execution of this Agreement. The remaining 75 percent, or not-to-exceed \$904,168.50 of the Agreement price shall be payable through monthly payments, based on progress, until full Acceptance by HOSPITAL, that is, completion of installation, testing, and written sign-off between parties that the PROJECT meets the specified requirements of this Agreement and does not exhibit any defects. Claims upon Contingency amount may be granted per **SECTION IV: Changes to scope of work**
2. Payment of invoices will be made within thirty (30) calendar days of the date of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
 - a. For final payment, the title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Expenses not defined in the Total Bid Amount in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
 - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. The COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph B.2 above.
4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.

5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.
6. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
7. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

B. HOSPITAL's Fiscal Limitations

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

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

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

SECTION V: RESPONSIBILITY OF COMPANY

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

- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's 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), 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. COMPANY further agree that for a period of one (1) year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.
- G. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and 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 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.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- I. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish

Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

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

SECTION VI: SUBCONTRACTS

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

SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Monty Bowen, telephone number (702) 383-2301 or his designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Agreement.
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.
- C. COMPANY shall not be liable for damages caused by delay or interruption in due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, pandemic, direction imposed by government, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond COMPANY's reasonable control. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay.
- D. In the event that COMPANY fails to complete the PROJECT within the time specified in the Agreement, or with such additional time(s) as may be granted in writing by HOSPITAL or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Agreement or any extensions thereof, COMPANY shall pay to HOSPITAL as liquidated damages the sum of \$100.00 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by HOSPITAL in completing the work.

In the event that COMPANY fails to complete the PROJECT within the time specified in the Agreement, or with such additional time(s) as may be granted in writing by HOSPITAL or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Agreement or any extensions thereof, COMPANY shall pay to HOSPITAL as liquidated damages the sum of **\$100.00** for each calendar day of delay until such reasonable time as may be required for final

completion of the work, together with any increased costs incurred by HOSPITAL in completing the work.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least five (5) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. In the event HOSPITAL suspends performance by COMPANY for any cause other than the error or omission of the COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. Termination

1. Termination for Cause

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

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

2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than fifteen (15) calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

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

4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is

beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

SECTION X: INSURANCE

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

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, 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: Honeywell International Inc.
 2925 E. Patrick Lane, Suite F
 Las Vegas, NV 89120

SECTION XII: MISCELLANEOUS

A. Amendments

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

B. Independent Contractor

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

C. Immigration Reform and Control Act

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

D. Public Funds / Non-Discrimination

COMPANY acknowledges that 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. Indemnity

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

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

G. Governing Law and Venue

Nevada law shall govern the interpretation of this Agreement. Venue shall be any 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 COMPANY; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

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

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. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

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. As such, its records are public documents available for copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement that COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify and defend HOSPITAL from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of COMPANY document in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

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. Clark County Business License / Registration

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

R. Prohibition Against Israel Boycott:

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

S. Limitation of Liability:

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PRICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____

MASON VANHOUWELING
Chief Executive Officer

DATE

COMPANY:

HONEYWELL INTERNATIONAL INC.

By:  _____

Digitally signed by Karthik Venkatachalam
DN: cn=Karthik Venkatachalam, o=Honeywell International,
ou=Regional General Manager,
email=Karthik.Venkatachalam@Honeywell.com, c=US
Date: 2020.10.02 13:57:59 -07'00'

DATE

Name and Title:

**EXHIBIT A
CPO MIGRATION PLAN – PHASE 1
SCOPE OF WORK**

WORK TO BE PERFORMED:

Honeywell shall provide the following equipment and services ("the Work") in accordance with the Scope of Work document.

Complete CPO Upgrade (Trauma / ED / ASU): Honeywell will remove existing obsolete XLSOOO Controllers and upgrade to new Honeywell CPO Controllers. All new controls will be mapped into the existing EBI Facility Management System, utilizing the existing graphics. Any new EBI points required are included in this bid.

Trauma Building\$ 402,646.05

Honeywell will upgrade (1) XL800 Panel, (7) XL100 Panels, (1) XL50 Panel, and all existing XL5000-based VAV Box and Fan Coil Controllers, with new Honeywell CPO Controls. All new Controls will be mapped into the existing EBI Facility Management System, utilizing the existing Graphics. Any new EBI points required are included.

ED Building \$ 348,074.15

Honeywell will upgrade the (4) XL500 Panels, and all existing XL5000-based VAV Box and Fan Coil Controllers, with new Honeywell CPO Controls. All new Controls will be mapped into the existing EBI Facility Management System, utilizing the existing Graphics. Any new EBI points required are included.

ASU Building\$ 278,054.70

Honeywell will upgrade (1) XL500 Panel, (1) XL800 Panel, (4) XL100 Panels, and all W7760 Controllers serving the ORs, and all existing XL5000-based VAV Box and Fan Coil Controllers with new Honeywell CPO Controls. All OR Sensors will be replaced with new Temperature / Humidity Sensors. All new controls will be mapped into the existing EBI Facility Management System, utilizing the existing graphics. Any new EBI Points required are included.

Air Balance (TAB) \$ 258,517.16

Honeywell will verify critical rooms are maintaining proper air change rates and pressure relationships after the new VAV controllers are calibrated. Includes: Trauma Building Floors 2 thru 5, ED Building Floors 1 & 2, ASU Building Floors 1 & 2.

Additional Clarification and/or Exclusions:

Clarifications:

1. Existing wire and raceway will be re-used anywhere possible
2. Existing field devices will be reused wherever possible.
3. All upgraded controls will be mapped into the existing Enterprise Building Integrator (EBI) Facility Management System. Any additional EBI required points associate with CPO upgrade are included.
4. Quote to include assistance with Checkout & Test
5. If Honeywell is unable to use existing raceway, Honeywell will provide and install new conduit not to exceed \$20,000.00.
6. All floor work (non-Mechanical Room areas) to be done after normal hours (nights & weekends).
7. All LAN Cabling, jacks, & terminations are included in this scope. Any required LAN Ports

- in the existing LAN Racks will be provided by the customer.
8. Trash will be removed to a dumpster or general area provided by HOSPITAL.
 9. A reasonable number of parts removed in good working order will be kept by Honeywell for service repair work until the entire system is CPO, all remaining parts will be properly disposed of.
 10. Proposal to be valid for 60 days.
 11. All work and installation materials to include one (1) year warranty.
 12. Includes 120V Power wiring if applicable.

Exclusions:

1. Excludes providing or participation in 3rd party commissioning.
2. Excludes anything not listed in the above scope of work.
3. Air Balancing excluded for Trauma Building Level 1

PRICING:

The Cost to perform the above described work\$1,287,292.06

Note: The above cost is based on straight time hours only unless specifically indicated, and is good for 60 days

Additionally: At the Customers request Honeywell has included the below contingency amount, should any or all of the below amount not be used, the unused amount will be returned to the Customer.

This amount is :..... \$159,370.84

Total Project inclusive on Contingency is: \$1,446,662.90

Total Project Price:

One Million Four Hundred Forty-Six Thousand Six Hundred Sixty-Two Dollars and 90 cents (1,446,662.90) US Dollars (as it may be adjusted pursuant to the Agreement, the "Price")

Payment: Upon Customer acceptance of this proposal or contract execution, whichever occurs first, the Customer shall pay Honeywell \$361,665.73 (25%) of the price. Such payment shall be used for engineering, drafting, and other mobilization costs reasonably incurred prior to on-site installation.

EXHIBIT B
CPO MIGRATION PLAN – PHASE 1
INSURANCE REQUIREMENTS

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

- A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.
- B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability**: COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.
- L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions**: The following information **must** be filled in by COMPANY's Insurance Company representative:
 - 1. Insurance Broker's name, complete address, phone and fax numbers.

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE COMPANY'S BEST KEY RATING NAIC #	
INSURED 2. //TYPE//S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS							
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000						
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E) 50,000						
	☐ CLAIMS-MADE ☒ OCCUR.						MED EXP (Any one person)	\$(F) 5,000						
							PERSONAL & ADV INJURY	\$(G) 1,000,000						
							GENERAL AGGREGATE	\$(H) 2,000,000						
							PRODUCTS - COMP/OP AGG	\$(I) 2,000,000						
							DEDUCTIBLE MAXIMUM	\$ 25,000						
	GEN'L AGGREGATE LIMIT APPLIES PER:													
	☐ POLICY ☒ PROJECT ☐ LOC													
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000						
	☒ ANY AUTO						BODILY INJURY (Per person)	\$						
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$						
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$						
	☐ HIRED AUTOS							\$						
	☐ NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000						
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	N/A					☐ WC STATUTORY LIMITS	☐ OTHER \$						
	E.L. EACH ACCIDENT \$													
	E.L. DISEASE - E.A. EMPLOYEE \$													
	E.L. DISEASE - POLICY LIMIT \$													
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,000,000						
				(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	\$(U) 300,000						

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

9. CPO MIGRATION PLAN - PHASE 1**10. CERTIFICATE HOLDER****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

11. AUTHORIZED REPRESENTATIVE

@ 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CONTRACT NAME: CPO MIRATION PLAN – PHASE 1

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

SUBCONTRACTOR INFORMATION

DEFINITIONS:

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

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

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

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

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

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

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

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

1. Subcontractor Name: Penn Air Control, Inc.
Contact Person: Christina Muentes Telephone Number: 702 221-9877
Description of Work: Provide labor, instruments and tools to Test, Adjust and Balance the HVAC systems as per the project Plans and Specifications, and any Addendums as noted.
Estimated Percentage of Total Dollars: 20%
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
2. Subcontractor Name: PEI Inc.
Contact Person: Robert Chase Telephone Number: 702 368-0009
Description of Work: Low Voltage Electrical Work
Estimated Percentage of Total Dollars: 28%
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE



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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 20						
Corporate/Business Entity Name:		Honeywell International				
(Include d.b.a., if applicable)		Honeywell				
Street Address:		715 Peach Tree St N.E.		Website: www.honeywell.com		
City, State and Zip Code:		Atlanta, GA 30308		POC Name: Robin Miller Email: Robin.miller@honeywell.com		
Telephone No:		702 583-6671		Fax No: 702 895-6260		
Nevada Local Street Address: (If different from above)		2925 E. Patrick Lane Suite F		Website: www.honeywell.com		
City, State and Zip Code:		Las Vegas, NV 89120		Local Fax No: 702 895-6260		
Local Telephone No:		702 583-6671		Local POC Name: Robin Miller / Sr. Business Consultant Email: robin.miller@honeywell.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)
Darius Adamczyk	CEO	
Vimal Kapur	President & CEO HBS	
Jeff Kimball	Senior Vice President & Chief Commercial Officer	

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

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

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

 Signature	Robin Miller Print Name
Sr. Business Consultant	10/02/2020
Title	Date

DISCLOSURE OF RELATIONSHIP

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

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

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

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue: Award RFP No. 2019-17 Enterprise WAN Network Circuits to Cox Communications	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for award by the Governing Board RFP No. 2019-17 Enterprise WAN Network Circuits to Cox Communications; authorize the Chief Executive Officer to sign the Commercial Services Agreement and execute any extension options or service orders within his delegation of authority; and take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

Fund Number: 5420.000
Fund Centers: 3000854000
Description: Enterprise WAN Network Circuits
Bid/RFP/CBE: RFP 2019-17
Term: 1/15/2021 to 1/15/2024 with two 1-year options
Amount: NTE 2,000,000 for five (5) years
Out Clause: 30 days w/o cause

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

BACKGROUND:

On November 21, 2019, a notice of interest was sent out to eleven (11) providers allowing them to express their interest in participating in RFP No. 2019-17 for Enterprise WAN Network Circuits Services. The RFP was also published in the Las Vegas Review Journal on November 24, 2019 and posted on the Clark County Website under Current Contracting Opportunities. On February 12, 2020, responses were received from:

CenturyLink
Cox Communications
Zayo Group

An ad hoc committee (comprised of UMC IT Technical Specialists) reviewed the proposals independently and anonymously, and recommends the selection of, and contract approval with Cox Communications (Provider).

Provider will provide Services of implementing Enterprise WAN Network Circuits to all applicable UMC remote locations and between UMC primary data-centers that include upgraded services implementing current technology that allows for bandwidth scalability and carrier diversity in the second path for each location. The

Cleared for Agenda
October 21, 2020

Agenda Item #

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system will impact every aspect of the Hospital and connect Data Centers between UMC, UMC ancillary sites, and Switch.

The Commercial Services Agreement term is from January 15, 2021 through January 14, 2023 with the option to extend for two (2) one-year periods unless terminated with a 30-day written notice. Staff has negotiated the terms of the Agreement and fees associated with these services and found them equitable for the work to be performed. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension options at his discretion if deemed beneficial to UMC or to execute any service orders during the term that are within his delegation of authority.

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

Cox Communications has a current business license with Clark County.



Commercial Services Agreement

__ / __ / 2020

Cox Account Rep:	Terry Resch	Cox System Address:	
Phone Number:	702-383-2307		1700 Vegas Dr
Fax Number:			Las Vegas, NV 89102

Customer Information		Authorized Customer Representative Information	
Legal Company	University Medical Center	Full Name:	William Steck
Street Address:	1800 W Charleston Blvd	Billing Contact:	
City/State/Zip:	Las Vegas, NV 89102	Fax:	
Billing Address:	1800 W Charleston Blvd	Contact Number:	(702) 383-7840
City/State/Zip:	Las Vegas, NV 89102	Email Address:	William.SteckII@umcsn.com
Cox Account #:	476-1182679-01		
Merge Bill			

Taxes and Fees Not Included					
Service Description	Quantity	Unit Price	Term (Months)	Service Charges	
				Monthly Recurring	One Time Activation & Setup Fees
1800 W CHARLESTON BLVD - CBI 200Mb X 20mb	1	\$222.00	36	\$222.00	
1800 W CHARLESTON BLVD - 500Mb Internet	1	\$1215.00	36	\$1215.00	
1800 W CHARLESTON BLVD - 10Gb Ethernet	4	\$1860.00	36	\$7440.00	
7135 S DECATUR BLVD - 10Gb Ethernet	2	\$1860.00	36	\$3720.00	
7135 S DECATUR BLVD - 500Mb Internet	1	\$1215.00	36	\$1215.00	
11860 SOUTHERN HIGHLANDS-100Mb Metro E - Fiber	2	\$521.00	36	\$1042.00	
1700 WHEELER PEAK DR - 100Mb Metro E - Fiber	2	\$521.00	36	\$1042.00	
2031 N BUFFALO DR - 100Mb Metro E - Fiber	2	\$521.00	36	\$1042.00	
4180 S RAINBOW BLVD APT 810 - 100Mb Metro E -	2	\$521.00	36	\$1042.00	
4231 N RANCHO DR - 100Mb Metro E - Fiber	2	\$521.00	36	\$1042.00	
4800 BLUE DIAMOND RD APT B - 100Mb Metro E -	2	\$521.00	36	\$1042.00	
525 MARKS ST - 100Mb Metro E - Fiber	2	\$521.00	36	\$1042.00	
5785 CENTENNIAL CENTER - 100Mb Metro E - Fiber	2	\$521.00	36	\$1042.00	
61 N NELLIS BLVD - 100Mb Metro E - Fiber	2	\$521.00	36	\$1042.00	
701 SHADOW LN - 100Mb Metro E - Fiber	2	\$521.00	36	\$1042.00	
9320 W SAHARA AVE - 100Mb Metro E - Fiber	2	\$521.00	36	\$1042.00	
901 RANCHO LN APT 155 - 10GB Metro E - Fiber	1	\$1860.00	36	\$1860.00	
2040 W CHARLESTON BLVD - 10Gb Metro E - Fiber	1	\$1860.00	36	\$1860.00	
2231 W CHARLESTON BLVD - 100Mb Metro E - Fiber	2	\$521.00	36	\$1042.00	
NEW NORTH CLINIC - 100Mb Fiber	2	\$521.00	36	\$1042.00	
NEW ALIANTE CLINIC - 100Mb Fiber	2	\$521.00	36	\$1042.00	
NEW SOUTHEAST CLINIC - 100Mb Fiber	2	\$521.00	36	\$1042.00	
Totals:				\$33,162.00	\$0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee
N/A	0		\$0.00

Special Conditions

1. Modified General Terms are attached hereto as Exhibit B and incorporated herein by reference.
2. Cox Optical Internet Service Level Agreement is attached hereto as Exhibit C and incorporated herein by reference.
3. Customer represents that Customer is tax- exempt under applicable laws. Accordingly, upon request, Customer shall submit to Cox written verification of Customer's tax-exempt status. The following fees are applicable for the Services purchased by Customer pursuant to the Agreement:
 - **Metro E Intrastate**
 - FRN - LOCAL FRANCHISE FEES
 - SUS - STATE UNIVERSAL SERVICE FUND
 - **Metro E Interstate**
 - BUF - FEDERAL UNIVERSAL SERVICE FUND FEE
4. To the extent that a federal or state law or regulation imposes another duty, assessment or fee on the use of the Services that specifically provides for or permits the collection of such fees, then Cox may pass through such fee, given a 30-day notice.

Promotion Details

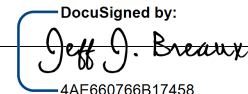
This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms"), as modified and attached hereto as Exhibit B, and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. If Cox modifies any portion of the AUP hereafter which has a materially adverse effect on Customer (an "AUP Modification"), Customer will notify Cox of the applicable AUP Modification it takes issue with and the parties will make a good faith effort to resolve the issue within thirty (30) days after said notice. Cox may remove or delete any AUP Modification language (as it relates to the parties' Agreement only) via written notice to Customer to immediately resolve the disputed AUP Modification issue. If the parties do not resolve the AUP Modification issue within thirty (30) days after said notice with Cox declining to modify or delete the revised AUP Modification, either party may terminate the Agreement without penalty upon thirty (30) days written notice to the other party. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes

Cox Communications Las Vegas, Inc. dba Cox Business
Cox Nevada Telcom, LLC dba Cox Business

Signature:

Signature:

DocuSigned by:

 4AE660766B17458...

Print: Mason VanHouweling

Print: Jeff J. Breaux

Title Position: Chief Executive Officer

Title Position: SVP Cox Business

Date:

Date: 10/11/2020

1. Intentionally Omitted.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR TWO (2) ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than three percent (3%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and the percentage of the monthly recurring charges for the terminated Service(s) set forth below based on the date of termination multiplied by the number of months, including partial months, remaining in the Term:

Date of Termination After Start of Initial Term	Percent of Remaining MRCs
Less than 24 months	100%
24-36 months	90%
After 36 months	80%

Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, within forty-five (45) days of receipt of the invoice. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox

("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE MODIFIED GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

Exhibit B- General Terms

[to be attached]



EXHIBIT B: GENERAL TERMS

These additional terms and conditions (these "General Terms") supplement the terms and conditions set forth in the (i) Commercial Services Agreement entered into by and between Cox and Customer (the "CSA"); or (ii) any other written agreement entered into by and between Cox and Customer in which these General Terms are incorporated, whichever is applicable. References in these General Terms to "Agreement" shall mean (i) the CSA or other written agreement in which these General Terms are incorporated between Cox and Customer, whichever is applicable, (ii) these General Terms, (iii) the Service Terms (if the CSA is applicable), (iv) the Cox tariffs, as applicable, (v) the Cox Business Acceptable Use Policy ("AUP") located at coxbusiness.com/acceptableusepolicy, (vi) the Service Guides ("SG"), as applicable, and (vii) all other policies or documents expressly referenced or linked herein. The commercial services ordered by Customer in the Agreement shall each be defined as a "Service" and collectively be defined as the "Services".

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- A. Terms and Conditions Applicable to All Services
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A. Terms and Conditions Applicable to All Services

A1. Billing and Payments.

(a) **Payment.** Customer shall pay Cox all monthly recurring charges ("MRCs"), all usage charges for Services, and all non-recurring charges ("NRCs"), if any, by the due date on the invoice which shall be at least forty-five (45) days from receipt of the invoice. If Cox permits Customer to pay any amount due via separate installment payments, Customer acknowledges that such installment payments are provided as a courtesy only and Customer remains liable for the full amount due.

If Customer provides Cox with any account information, such as its bank account and routing numbers or credit or debit card details, Cox may store that information and use it to administer Customer's account, confirm charges, detect and prevent fraud, verify identity, and process payments to Customer's account that Customer requests in the future by telephone, mobile app, internet, or otherwise. Additionally, Cox may, without prior notice to Customer, use Customer's stored account information to initiate credit or debit entries to its account as necessary to correct any mistakes or amendments in billing, payments, or collection.

(b) **Taxes, Fees, and Surcharges.** As applicable to the Service(s), Customer shall also pay all applicable taxes, fees, and surcharges assessed by local, state and federal government authorities, including, without limitation, sales, use, gross receipts, and/or excise taxes, universal service fund assessments, franchise fees, other local, State and Federal taxes, surcharges, and any other assessments or charges (however described or designated) which are imposed on Cox's provision and/or Customer's use of the Services (collectively, "Taxes, Fees, and Surcharges") by local, state and federal government authorities. Cox may also impose additional Taxes, Fees, and Surcharges on Customer to recover amounts that Cox is required or permitted by governmental or quasigovernmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs. The amount of these Taxes, Fees, and Surcharges may vary. Taxes, Fees, and Surcharges will be separately stated on the Customer's invoice. Customer shall be responsible for all Taxes, Fees, and Surcharges (excluding taxes on Cox's income)

related to the provision or use of the Services by the due date on the invoice. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. Customer is responsible for the payment of any such Taxes, Fees, and Surcharges that subsequently become applicable retroactively. A surcharge, fee or tax is imposed on all charges for service originating at addresses in States which levy, or assert a claim of right to levy, a gross receipts tax on Cox's operations in any such State, or a tax on interstate access charges incurred by Cox for originating access to telephone exchanges in that State. This surcharge, fee or tax is based on the particular State's receipts tax and other State taxes imposed directly or indirectly upon Cox by virtue of, and measured by, the gross receipts or revenues of Cox in that State and/or payment of interstate access charges in that State. In the event that Customer believes that, with respect to the Services provided hereunder, Customer is tax- exempt under Federal or State law, Customer shall submit to Cox written verification of Customer's tax- exempt status including exemption certificates or State resale certificates acceptable to Cox and to the relevant jurisdiction. A non-exhaustive list of certain surcharges and fees which may apply to the Services ordered by Customer are posted at <https://www.cox.com/business/support/taxes-fees-and-surcharges-for-cox-services.html> and [coxbusiness.com/cbsurchargesandfees](https://www.coxbusiness.com/cbsurchargesandfees), both of which are incorporated into the Agreement by this reference. Other Taxes, Fees, and Surcharges may apply as determined solely by Cox. All Taxes, Fees, and Surcharges may be changed by Cox at any time with thirty (30) days advance notice.

(c) **Billing Disputes.** Amounts reasonably disputed by Customer in good faith shall not be due and payable for a period of sixty (60) days following the receipt of invoice ("Due Date") for such charges, provided Customer: (i) pays all undisputed charges on or before the Due Date, (ii) presents a written statement of any billing discrepancies to Cox in reasonable detail together with appropriate supporting documentation on or before the Due Date of the invoice in question, and (iii) negotiates in good faith with Cox for the purpose of resolving such dispute within said thirty (30) day period. In the event such dispute is mutually agreed upon and resolved in favor of Cox, Customer agrees to pay Cox the disputed amounts within ten (10) days of the resolution (the "Alternate Due Date"). If such dispute is mutually agreed upon and resolved in

favor of Customer, Customer will receive a credit for the disputed charges, if any were paid by Customer, on the following month's invoice. If Cox has responded to Customer's dispute in writing and the parties fail to mutually resolve or settle the dispute within such sixty (60) day period (unless Cox has agreed in writing to extend such period), all disputed amounts shall become due and payable, and this provision shall not be construed to prevent Customer from pursuing any legal remedies as provided in this Agreement. Cox shall not be obligated to consider any notices of billing discrepancies from Customer which are received by Cox more than thirty (30) days following the Due Date of the invoice in question. Cox reserves the right to invoice and collect any amounts that it failed to bill or collect in previous invoices at any time.

A2. Service Start Date and Term. The Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth in the Agreement. However, if Customer and Cox agree to delay installation because Customer is not ready to receive Services on the agreed-upon installation date, Cox shall begin billing for Services on the mutually agreed upon delayed installation date. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox may also offer to expedite the availability of Services with the payment of an expedite fee by Customer. While Cox will make good faith efforts to expedite Service availability if Customer pays the expedite fee, Cox makes no guarantee that Service availability will be expedited or that Services will become available on any specific date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing thirty (30) days written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR TWO (2) ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE

EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term(s), if any. Cox reserves the right to increase rates for all Services by no more than three percent (3%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG.

A3. Termination.

(a) **Termination by Customer.** Customer may terminate any Service before the end of the Term as stated in the Agreement upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) (unless expressly set forth otherwise in the CSA) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. This provision survives termination of the Agreement.

(b) **Disconnection Requests.** Customer agrees to provide Cox with at least thirty (30) days written notice before terminating any Service or this Agreement, including Services that are on a month-to-month term. Cox may take up to thirty (30) days after the date of Customer's disconnection request to schedule and complete the Service disconnection. In addition to all applicable early termination fees which will be calculated beginning on the date the Services are actually terminated, Cox may charge Customer, and Customer shall pay Cox, the applicable monthly recurring charge for the Service up until the date the Service is actually disconnected by Cox.

(c) **Termination by Cox.** Cox may terminate Service(s) and/or this Agreement, in whole or in part, upon notice to Customer and without liability to Cox for any of the following reasons: (i) Customer's nonpayment of a bill within the payment period prescribed; (ii) Customer's failure to make a security deposit as requested by Cox; (iii) Customer's violation of, or noncompliance with, any provision of law; (iv)

Customer's or any third party's refusal to permit Cox access to the Premises, including, without limitation, for installation, repair, recovery, maintenance, and/or inspection; (v) Customer's interconnection of a device, line, or channel to Cox's facilities or equipment contrary to Cox's or industry standards; (vi) Customer's use of Services in such manner as to interfere with service to other customers; (vii) Customer's abandonment of the Service; (viii) Customer's impersonation of another with fraudulent intent or other acts, whether real or perceived, to defraud Cox or others; (ix) Customer's use of the Services in a manner reasonably expected to frighten, abuse, torment, harm, or harass another; (x) Customer engages in threatening, harassing or vexatious behavior towards Cox or its employees; (xi) Customer or its equipment, or anyone acting on Customer's behalf, interferes with the operational integrity of Cox's network; or (xii) Customer makes an assignment for the benefit of creditors or files for bankruptcy protection under the United States bankruptcy code. Customer shall be liable for the early termination fee described in paragraph (a) above if Cox terminates Service(s) or this Agreement for any of the reasons enumerated in (i) through (xii). To protect itself and/or its other customers, Cox may suspend or disconnect a Customer's Service without prior notice for violation of the above subsections that threaten or harm Cox's network reliability or for fraudulent or malicious intent or other acts, whether real or perceived, to defraud Cox or others. Cox may also terminate Service(s) and/or this Agreement, in whole or in part, and without liability to Cox, upon thirty (30) days written notice to Customer (unless stated otherwise below) for any of the following reasons: (i) signal interference with any Service that Cox cannot resolve with commercially reasonable efforts; (ii) there is a material increase in Cox's costs to provide the Service; (iii) Cox's franchise authority or other governmental authorization is cancelled or terminated; (iv) Cox's pole attachment/conduit use rights are terminated or become subject to such restrictions or conditions that continuation of this Agreement is impracticable or prohibited; or (v) there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency that affects (in Cox's sole determination) Cox's ability to provide the Services. Cox may also immediately terminate Service(s) and/or this Agreement prior to activation of Service without liability to Cox if Cox determines, in its sole discretion, that the cost of providing Service(s) is unreasonable, excessive, and/or unexpected. Further, Cox may terminate any Service(s) and/or the Agreement for its convenience on one (1) year

advance written notice to Customer without any liability to Cox.

(d) **Modified Service.** Customer acknowledges and understands that technology and capabilities are subject to change during the Term of the Agreement. Cox may, in its sole discretion, move Customer to a substantially similar or better Service at any time without increasing Customer's MRC. For example, Cox may move Customer from a standard Cox Business Internet (CBI) Service to a fiber-based connection. All Services shall continue to be subject to all restrictions, terms, and conditions in this Agreement. Customer shall cooperate with Cox to facilitate the Service change. Cox will make good faith efforts to minimize disruption, but there may be some disruption as Services are moved, including, without limitation, that IP addresses may change.

(e) Cox may, in its commercially reasonable discretion, immediately terminate, suspend, and/or refuse to provide Services to any party engaged in the adult, gaming or gambling industries or any party engaged in offshore activities which are illegal under US law, or any party engaged in illegal activities or any party which is operating or located in embargoed countries.

A4. **Default.** If either Cox or Customer (each a "Party") fails to perform any material term, provision, covenant, condition, agreement, or obligation under this Agreement, and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the other Party, such Party shall be deemed in "Default" under this Agreement. In this event, the non-Defaulting Party shall be entitled to pursue any and all remedies available at law or in equity but subject to the limitations contained in this Agreement. If any non-monetary Default cannot be cured within the applicable cure period set forth above, an event of Default does not occur if the Defaulting Party commences to cure the Default within the applicable cure period and diligently completes the cure as soon as reasonably practicable, but in any event within sixty (60) days after receiving the Default notice. Notwithstanding the foregoing, if Customer is in Default during the Term of this Agreement, then Cox may pursue one or more of the following courses of action upon notice to Customer as required by tariff or applicable law: (i) terminate Service whereupon all sums then due and payable, including any applicable termination fees expressly set forth in Section A3.(a) and/or the CSA, shall become immediately due and

payable, or (ii) suspend all or any part of Services, in addition to pursuing any and all remedies, including reasonable attorneys' fees, available at law or in equity. If Customer is in Default for failing to pay any amount due, Customer shall also be liable for any applicable interest, costs of collection (including attorneys' fees and third party agent collection fees), late fees (subject to state law and regulations), door collection fees, bank fees and any other applicable fees, charges or payments (collectively, "Collection Fees"). Any balance amount that remains delinquent may be referred to a third party for collections. In the event any attorney is retained by Cox to collect any payments which are past due hereunder and Cox prevails, Cox shall be entitled to recover, in addition to any other remedy, reimbursement for Collection Fees, reasonable attorneys' fees, the total amount of which may not exceed \$50,000.

A5. Customer Responsibilities. Customer is responsible for all internal wiring, Customer equipment, installation of hardware and software on Customer equipment, and arranging all necessary rights of access for Cox including space for cables, conduits, and Cox Equipment (defined herein) as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace, or remove any and all Cox Equipment. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox Equipment. Customer shall use the Services in compliance with all applicable laws, regulations, and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. Customer is responsible for ensuring that Customer's equipment is compatible with the Services selected and with the Cox network. Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with Cox's Service, that the signals emitted into Cox's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth herein, and that the signals do not damage Cox Equipment, injure its personnel or degrade service to other Customers. The magnitude and character of the voltages and currents impressed by Customer or its equipment on Cox Equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Cox Equipment and wiring or injury to Cox's employees or other persons. If the Customer or its agent fails to maintain

and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Cox personnel, Cox Equipment, or the quality of service to other customers, Cox may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Cox may, upon written notice, terminate the Customer's service without liability. Cox shall not be liable for Customer's failure to fulfill any of its obligations and/or responsibilities, including those stated in this paragraph.

A6. Customers With Building Alarm or Security Systems.

Customer shall be solely responsible for (i) all fire, security, surveillance or other alarm or automation equipment and systems, including any installation, inspection, maintenance, testing or monitoring relating thereto, (ii) ensuring the compatibility of the Service(s) with any such equipment and systems, and (iii) monitoring any battery back-up (including requesting a replacement battery upon battery exhaustion) provided by Cox in connection with the Service(s). Customer represents and warrants that its use of the Service(s) with any fire, security, surveillance or other alarm or automation equipment or system shall comply with all Federal, State or local laws, regulations, codes or requirements, including without limitation the National Fire Alarm and Signaling Code (as published by the National Fire Protection Association) and the International Fire Code (as published by the International Code Committee), as applicable. For the avoidance of doubt, any alarm, fire, security, surveillance, or other alarm or automation systems and related services, including video and monitoring service relating thereto, provided to Customer by Cox or its Affiliates will be provided pursuant to the terms of conditions of a separate Cox Security Services Agreement, and not this Agreement.

A7. Equipment. Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to equipment provided by Cox (the "Cox Equipment"), and Customer shall not create or permit to be created any liens or encumbrances on Cox Equipment. All Cox Equipment, including, without limitation, equipment, network and transmission facilities used by Cox to provide the Services under this Agreement, is the sole and exclusive property of Cox. Internal wiring beyond the Demarcation Point shall not be considered Cox Equipment, and shall become the property of Customer upon installation of Service. At Cox's sole option, other wiring and cabling may remain on the Customer premises following the

expiration or earlier termination of the Agreement. For video Services, Cox shall install Cox Equipment necessary to furnish the video Service up to the Demarcation Point (as defined herein) of Customer's, or any applicable end user's as the case may be, service location(s) (such location(s) referred to herein as the "Premises") except that Customer shall be required to rent additional equipment from Cox for an additional fee if Cox transitions its analog channels to digital. Customer may also be required to provide a Customer Internal Distribution System (as defined below), depending upon the nature of the Services purchased by Customer. Customer shall use the Cox Equipment only to receive the Services and shall not modify or relocate Cox Equipment without Cox's prior written consent. Customer shall not permit tampering, altering, or repair of the equipment by any person other than Cox's authorized personnel. Customer shall, at the expiration or termination of this Agreement, return the Cox Equipment in good condition, ordinary wear and tear excepted. Customer is responsible for ensuring that Cox has reasonable continuous access at the Premises to the Cox Equipment (including, as the case may be, unoccupied guest rooms, etc.), the Demarcation Point and, if needed, the Customer Internal Distribution System for purposes of installation, connection/disconnection, transferring, inspecting, maintaining, repairing, upgrading, swapping, servicing and/or removing the Cox Equipment and/or the Customer Internal Distribution System, and to do all other things reasonably necessary to provide the Services as determined by Cox. Cox has the right to change, modify, rearrange, or swap the Cox Equipment at any time and Customer acknowledges that said changed, modified, rearranged, or swapped Cox Equipment may have different or fewer capabilities and features. Customer shall operate any Cox Equipment in accordance with the instructions of Cox or Cox's agent. Upon and after expiration or earlier termination of the Agreement, Cox shall have the right to enter the Premises to remove and retrieve the Cox Equipment. Such right of entry shall expressly survive the expiration or earlier termination of the Agreement. Customer is solely responsible for any damage to the Cox Equipment unless caused by the sole gross negligence or intentional misconduct of Cox. In the event the Cox Equipment is damaged, destroyed, or is not returned to Cox in good condition, Customer shall be responsible for the replacement value of the Cox Equipment. Customer may use the Services and the Cox Equipment for any lawful purpose, provided that such purpose: (i) does not interfere or impair the

Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Cox may charge Customer a maintenance fee for routine maintenance of any Cox Equipment, provided however that Cox is not responsible for repairing or replacing any Cox Equipment that is damaged due to misuse, abuse, vandalism, or theft.

For certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement.

If additional equipment, including but not limited to, televisions, monitors, computers, circuits, software, or other devices, are required by Customer to use the Services, Customer shall be solely responsible for providing such equipment. Cox shall not be responsible for the installation, operation or maintenance of any Customer provided equipment. Cox shall not be responsible for the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by Customer provided equipment; or network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

A8. Customer Internal Distribution System. In connection with certain Services, Customer may be required to provide a Customer Internal Distribution System for purposes of delivering the Service from the hand-off at the Demarcation Point to its final destination. The "Customer Internal Distribution System" shall mean all distribution plant and associated electronics, wiring and equipment necessary to distribute the Service to the designated locations on the Premises, but the Customer Internal Distribution System does not include any Cox Equipment. If the Customer Internal Distribution System exists on the Premises on the date of execution of the Agreement, Cox shall inspect such system, at Customer's expense, to determine if it meets Cox's expectations and requirements for delivery of the purchased Services. If the Customer Internal Distribution System is usable, as reasonably determined by Cox, Customer grants Cox, during the Term of this Agreement, the exclusive right to use the Customer Internal Distribution System to deliver the Service to the Premises, unless otherwise expressly

agreed to by the parties in writing. Cox reserves the right to discontinue the Service immediately if it is determined that the Customer Internal Distribution System is violating FCC signal leakage specifications or other applicable laws, rules and codes. Cox shall have the right to modify the Customer Internal Distribution System to facilitate delivery of the applicable Services to the Premises, subject to receiving Customer's prior consent, which shall not be unreasonably withheld, conditioned or delayed. Ownership of the Customer Internal Distribution System shall remain with Customer at all times, subject to the use of such system by Cox pursuant to the Agreement. Customer, and not Cox, shall be responsible for the repair and maintenance of the Customer Internal Distribution System (including all cabling and wiring past the Demarcation Point) and agrees to keep the Customer Internal Distribution System in good working order at all times. Ownership and title to all Cox Equipment shall remain with Cox at all times. Cox shall have no obligation to repair, maintain or remove the Customer Internal Distribution System.

In the event no Customer Internal Distribution System exists within the Premises, or if the existing Internal Distribution System is not usable by Cox or up to Cox's expectations: 1) Cox may terminate the subject Services by providing Customer with written notice of termination and Cox shall have no obligation to provide the Service, or 2) Customer may have a third party install or upgrade the Internal Distribution System so that it meets Cox's expectations at Customer's sole cost and expense, or 3) Cox will provide Customer with a price quote for the cost to Customer of Cox either installing or upgrading the Customer Internal Distribution System as need be. If Customer accepts such price quote, Customer shall be obligated to pay Cox the cost thereof upon completion of installation or upgrades of the Customer Internal Distribution System.

During the Term of this Agreement, the Customer will not, nor will it permit others to (i) use the Customer Internal Distribution System (or any portion thereof) in a manner that causes interference with the Services, or adversely impacts or violates Cox's rights under the Agreement; or (ii) modify or connect any other device to the Customer Internal Distribution System if such action could reasonably be expected to interfere with Cox's rights under this Agreement. If Customer contacts Cox regarding a service problem and Cox confirms that Cox has been providing a signal to the Demarcation Point and that all Cox

Equipment is functioning correctly, Customer shall be responsible for paying Cox's standard service call fee.

A9. Representations and Warranties. Customer represents and warrants to Cox as follows: (i) Customer is authorized to perform its obligations under this Agreement; (ii) By entering into this Agreement with Cox, Customer shall not be in violation of any agreement it has with a third-party relating to the purchase of the Services; (iii) Customer is a duly organized entity in accordance with applicable law, and is qualified and authorized to do business in the location where Services are used and (iv) the person signing the Agreement is an authorized Customer representative. Customer further represents and warrants that upon payment of any invoice, Customer forever waives any claim(s) that the person signing the Agreement did not have the authority to bind the Customer and Customer shall be bound by the terms of the Agreement. Cox represents and warrants to Customer as follows: (i) the applicable Cox Affiliates are duly authorized to provide the applicable Services in the applicable "Service Areas" (as defined below); (ii) By entering into this Agreement with Customer, Cox shall not be in violation of any agreement it has with a third-party relating to the provision of Services in the Service Areas; and (iii) Cox is a duly organized entity in accordance with applicable law, and is qualified to do business in the location where Services are provided. For purposes of this Agreement, "Service Areas" shall mean the geographic locations within the continental United States where Cox provides its Services.

A10. Force Majeure. Customer shall have no claim against Cox for any failure to perform caused by (i) acts of God or natural disasters, including, without limitation, pandemics, fire, flood, hurricane, inclement weather, or winds, (ii) civil or military action, including, without limitation, a national emergency, riot, civil insurrection, act of terrorism, or the taking of property by condemnation or eminent domain, (iii) strikes or labor disputes; (iv) fuel or energy shortages; (v) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (vi) delays in obtaining permits or other approvals from governmental authorities for Services provisioning; (vii) third party cable cut(s) or (viii) any other causes beyond the reasonable control of Cox (each a "Force Majeure" event). In the event that any Force Majeure Event delays a Party's performance for more than sixty (60) days following notice by such Party

pursuant to this Agreement, the other Party may terminate this Agreement immediately upon written notice to such Party.

A11. E-Rate Customers. If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program, this paragraph shall apply. Customer shall apply annually to the Schools and Libraries Division of the Universal Service Administrative Company, "SLD" for E-Rate funding and Customer shall designate Cox as its provider of Services. Customer shall also provide Cox with all documentation that is in response to all queries, inquires and requests, including, without limitation, as part of the Program Integrity Assurance (PIA) process or any other requests for documentation within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD. If Customer is denied or loses SLD funding for any reason, including but not limited to having its funding rescinded for defects in its application or filing of forms, or if Customer does not request enough funding to cover full payment for Services including for applicable Taxes, Fees and Surcharges, Customer is responsible for full payment to Cox for all Services and Cox may elect to decrease or discontinue the level of Services provided to Customer if full payment is not received. Further, as clarification, Customer is always responsible for payment in full for any E-Rate ineligible Services or charges. If full E-Rate funding is not received within six (6) months of the application date, or by the opening of the application window for the following funding year, then upon written notice to Customer, Cox may terminate the Agreement without further liability to Customer and Customer shall pay Cox an early termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term.

The auto-renewal provisions in the Agreement shall not apply for E-Rate reimbursed Services. For E-Rate reimbursed Services, the Agreement may be renewed on an annual or other basis upon mutual agreement of the parties. Customer's continued use of or payment of the Services after the expiration of the then-current Term shall be deemed Customer's consent to renew the Agreement for an additional

year. The Services may be upgraded or modified at any time via a mutually agreeable written amendment to the Agreement at the upgrade service pricing identified in the Agreement, the service pricing in Cox's proposal to Customer's solicitation for offers (RFP, RFQ, etc.), or other mutually agreeable pricing.

A12. Compliance with AUP. Customer (including any end users of the Service(s)) shall comply with the AUP and applicable law at all times. In particular, and without limitation, Customer (including any end users of the Service(s)) shall not use the Service or any part of the Service in any manner which infringes or violates Cox's or any third party's copyright, patent, trade secrets, trademark, moral rights, right of privacy, right of publicity, or any other proprietary rights. Customer is solely responsible for ensuring that any and all end users of the Service(s), whether authorized by Customer or not, comply with this Section, including, without limitation, Cox's AUP. Customer shall comply in all respects with the Digital Millennium Copyright Act (DMCA), including without limitation by adopting and reasonably implementing, and informing all end users of the Service(s) of, Customer's "repeat infringer" policy under Section 512(i) of the DMCA. Cox may suspend and, in appropriate circumstances, terminate any Service or a portion of any Service at any location without notice, if Cox in its sole discretion reasonably believes Customer, or any end user of the Service(s), may be violating the AUP or this Section or may be using the Service(s) in violation of applicable law, including without limitation by repeated infringement of copyright or failure to comply with the DMCA. Cox shall not be liable for Cox's suspension or termination of Services arising from an alleged or actual violation of the AUP, this Section, or applicable law. Cox's termination pursuant to this Section of any Service that is part of a bundle offering shall not be a basis for termination of this Agreement by Customer. Cox shall not be liable to Customer for any failure to enforce the AUP or this Section. The failure of Cox to enforce the AUP or this Section for any reason does not constitute a waiver of its right to do so at a later time. Any breach of this Section by Customer or any end users of the Service(s) shall be deemed a Default of this Agreement by Customer.

A13. Privacy Policy. Use of the Service(s) is subject to Cox's privacy policy, which is posted at <https://www.cox.com/aboutus/policies/business-annual-privacy-notice.html> and is incorporated into the Agreement by this reference. In the event of a

conflict between the provisions of this Section and any provision of the privacy policy, the applicable provision of the privacy policy shall prevail. Cox is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policy. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

A14. **Wireless Delivery.** In certain situations, Cox may deliver Services to Customer through certain wireless transport devices or wireless network facilities. If Cox is delivering Services wirelessly and there is signal interference with such Service and Cox cannot resolve the interference by using commercially reasonable efforts, then Cox may terminate the applicable Service without further liability to Customer by providing Customer with at least sixty (60) days prior written notice.

A15. **Demarcation.** The "Demarcation Point" is defined as that point where Cox's responsibility for the maintenance and operation of the equipment and network facilities to deliver the Services to Customer terminates and where Customer's responsibilities begin. The Demarcation Point will be determined solely by Cox based on the applicable Service(s) ordered by Customer. For information purposes only and without representation that this is the specific Demarcation Point for Customer, the common demarcation point (1) for Cox's internet Service is the Ethernet port of the internet connection provided to Customer by Cox; and (2) for Cox's Wi-Fi Services is the Wi-Fi access point. Unless otherwise agreed by the parties, Customer is solely responsible for wiring, cabling, equipment and access beyond the applicable Demarcation Point(s) (i.e. on the Customer side of said Demarcation Point(s)).

A16. **Requests to Move, Add or Change Services.** Notwithstanding anything to the contrary in this Agreement, Cox in its sole discretion may accept and process requests from Customer to move, add or change Services under this Agreement. All moves, adds and changes are subject to Cox's approval and are subject to the terms and conditions of this Agreement. Additional charges may apply to any move, add, or change request. Customer agrees that any new or additional Services ordered by Customer are automatically subject to the terms and conditions of this Agreement. Notwithstanding

anything to the contrary in the Agreement, Cox may refuse any request to modify the Services, including, without limitation, requests to increase or decrease Services or add new locations.

A17. **Truck Roll.** If a Cox technician is required to visit the Premises (a "Truck Roll"), Customer must provide Cox with contact information and any other information reasonably related to the trouble, outage, or installation. If the Cox technician is dispatched at Customer's request and the technical issue is determined by Cox to be the fault of a party other than Cox or if Cox is unable to complete an installation or otherwise deliver Service due to the fault of the Customer, Cox shall assess a flat Truck Roll charge to Customer plus an additional fee determined on a time-and-materials basis. For the avoidance of doubt, if Cox, in its reasonable discretion proactively determines that a Truck Roll is necessary, then Cox may send the Truck Roll without Customer request.

A18. **Cancelled and After-Hour Appointments.** Cox reserves the right to charge Customer a cancellation fee for missed appointments if Customer fails to cancel the appointment at least twenty-four (24) hours in advance of the scheduled appointment. Cox also reserves the right to charge Customer a fee for appointments scheduled outside of Cox's normal local business hours. The cancellation and after-hours fee will be determined by Cox at the time of Customer's cancellation request or need for an after-hours appointment.

A19. **Indemnity.** To the extent and scope authorized by Nevada law, Customer shall indemnify, defend and hold Cox and its parent companies, subsidiaries, Affiliates, and Cox suppliers, contractors, distributors, licensors and business partners, as well as the officers, directors, employees, agents and representatives of each of these (each a "Cox Related Party", and collectively, the "Cox Related Parties") harmless from and against any claim, actions, or demands relating to or arising out of (a) any breach or alleged breach of this Agreement by Customer or any end users of the Services, or (b) Customer's use of the Service including without limitation: (i) any content or software displayed, distributed or otherwise disseminated by Customer, its employees, or any end users of the Services, (ii) any claim that Customer's content or registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property

right of any third party; (iii) any act in violation of any laws committed by Customer, its employees, agents or any end users using the Services; and/or (iv) violation of the Cox AUP by Customer, its employees, agents or any end users of the Services. Cox agrees to indemnify Customer against all third party claims for any physical injury to person or tangible personal property sustained by any person, firm, or corporation to the extent caused by any negligent act or intentional misconduct by Cox.

A20. LIMITATION OF LIABILITY/ DISCLAIMER OF WARRANTIES.

IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

COX'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE LESSER OF (I) THE FEES PAID OR OWED BY CUSTOMER UNDER THE AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE DATE THE CLAIM ARISES OR (II) ANY OTHER APPLICABLE LIMITATION ON COX'S LIABILITY.

EXCEPT AS PROVIDED IN THE AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

ADDITIONAL LIMITATIONS ON COX'S LIABILITY FOR COX INTERNET SERVICES OR ANY OTHER SERVICE, SUCH AS CERTAIN VOICE SERVICES, THAT USE THE INTERNET: THE PUBLIC INTERNET IS USED BY NUMEROUS PERSONS AND ENTITIES INCLUDING, WITHOUT LIMITATION, OTHER COX INTERNET SUBSCRIBERS. AS IS THE CASE WITH ALL SHARED NETWORKS LIKE THE PUBLIC INTERNET, THERE IS A RISK THAT CUSTOMER COULD BE SUBJECT TO "EAVESDROPPING." THIS MEANS THAT OTHER PERSONS OR ENTITIES MAY BE ABLE TO ACCESS AND/OR MONITOR CUSTOMER'S USE ON THE INTERNET. IF CUSTOMER POSTS, STORES, TRANSMITS, OR DISSEMINATES ANY SENSITIVE OR CONFIDENTIAL INFORMATION, CUSTOMER DOES SO AT ITS SOLE RISK. NEITHER COX, NOR THE COX RELATED PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT SOFTWARE PROGRAMS ARE COMMERCIALY AVAILABLE THAT CLAIM TO BE CAPABLE OF ENCRYPTION OR ANONYMIZATION. COX MAKES NO REPRESENTATION OR WARRANTY REGARDING THE EFFECTIVENESS OF THESE PROGRAMS.

A21. Protected Health Information. In providing its services, Cox is not and does not intend to be a business associate as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA; Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) regulations ("HIPAA"). Cox has only random, infrequent and incidental access to

information in the provision of its Services. It is Customer's responsibility to adequately protect any patient or protected health information. To the extent authorized by Nevada law, Customer shall indemnify, defend, and hold harmless Cox and all Cox Related Parties from any third party claims, including without limitation, claims from Customer's patients or end users, or the Department of Health and Human Services, or any other regulatory agency or person, that arise, in whole or in part, from Customer's use of Cox Services in violation of the HIPAA regulations.

A22. Viruses, Content, Customer Information.

Software or content obtained from the use of Services may contain viruses or other harmful features and Customer is solely responsible for protecting its network, equipment, and software through the use of firewalls, anti-virus, and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and software. Through the use of the Services, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox Affiliate. Cox may delete any Internet traffic or e-mails that contains a virus or other harmful code.

A23. Offshore Rights. Notwithstanding any other language to the contrary between the parties, the Services and/or any indirect, ancillary or overhead service of Cox may be provided by Cox or any Cox Related Party outside the defined territories of the United States. This provision shall take precedence over any contrary terms in the Agreement.

A24. Audit. Except as explicitly provided in the Agreement, Customer shall have no right to review or audit any records of Cox or any Cox Related Party. If the Agreement explicitly permits the Customer to review or audit Cox's records, the following terms shall govern and take precedence: Customer's audit shall be strictly limited to reviewing documents reasonably related to billing and invoicing errors for the Services provided by to Customer under the Agreement. Customer shall have no right to audit any Cox confidential information, including information on Cox's security/IT systems or pricing information for its vendors. Audits shall be at reasonable times and locations as mutually agreed by the parties, at the

sole cost of the Customer, and limited to once per calendar year. Customer shall execute a Non-Disclosure Agreement in a form acceptable to Cox prior to any audit.

A25. Service Level Agreements. If this Agreement expressly includes a 'Service Level Agreement' or similar agreement with terms providing the payment of service credits or monies in the event of service interruptions, missed repair objectives, service degradations, or any other outages related to the Services (collectively, an "SLA"), the following terms and conditions shall apply, and the service credits provided shall be Customer's sole and exclusive remedy for any and all service interruptions, missed repair objectives, degradations, outages or any other issue related to the Services (a "Service Interruption"):

Any amounts due from Cox to Customer under the SLA shall be in the form of service credits only. To qualify for a service credit, Customer must immediately notify Cox of any Service Interruption via the designated support telephone number. Cox will thereafter assign a trouble ticket number. Subject to any and all of the exceptions and limitations described herein, only the portion of the Service(s) experiencing a Service Interruption is eligible for a service credit and such eligibility begins only upon Cox's issuance of a trouble ticket number.

Service credits shall not be provided for any failures to meet the SLAs: (i) caused by Customer, its employees, agents or subcontractors, including without limitation any end users of the Service; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the Premises to access Cox Equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox AUP or any other misconduct or misuse of the Services by Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; (vii) due to Customer's failure to release the Service for testing and/or repair to Cox; or (viii) due to a Force Majeure event. In addition, service credits shall not apply (a) for Service Interruptions not reported by Customer to Cox promptly after Customer first discovered the Service Interruption, (b) where Customer reports a Service Interruption, but Cox does not verify any Service Interruption, (c) to any Service locations served via a third party (i.e. Type- II site), (d) if Customer is in breach of its Agreement with Cox, (e) if Customer has

a past due balance with Cox under the Agreement, or (f) if Customer is otherwise not in good financial standing with Cox. To qualify for any service credit(s), Customer must request, in writing, the service credit within thirty

(30) calendar days of a qualifying Service Interruption. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms and whether a service credit is to be issued. Customer must cooperate with Cox at all times in testing, determining and verifying the occurrence of a qualifying Service Interruption. In any calendar month, Customer's combined credits for the affected Services shall be limited to no more than one (1) full MRC for the affected Services. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for service credits are subject to review and verification by Cox. If Cox is providing any Managed Service(s) (such as Managed Router or Managed Wi-Fi) to Customer in addition to the underlying transport or Internet service, Customer shall not be authorized to receive service credits under more than one SLA for any individual qualifying Service Interruption.

A26. **Resale Prohibited.** The Services covered by this Agreement are for Customer's use only. Unless expressly authorized in writing by Cox in this Agreement or formal written amendment to this Agreement, or as otherwise required by applicable law, Customer shall not resell the Service(s) (or any portion thereof) to any other person or third party. Cox may revoke its permission to allow resale at any time upon notice to Customer. If Cox determines that Customer is or has resold any Services without express written permission in this Agreement or formal written amendment to this Agreement, Cox may immediately terminate this Agreement (or any portion thereof) upon notice to Customer and Customer shall pay the applicable termination fee. Nothing in this Agreement shall prohibit Cox from doing business with or attempting to do business with any potential customer, even if any potential customer may have been a customer of Customer in the past or is currently purchasing services from Customer.

A27. **Assignment.** Customer may not assign or transfer any part of this Agreement without the prior written consent of Cox, which shall not be unreasonably withheld. Cox reserves the right to not disclose any Customer Proprietary Network Information (CPNI) to any third party that assumes

this Agreement from Customer. Cox may assign, delegate or transfer this Agreement, in whole or in part, without Customer's consent (i) to any corporation or other entity that controls, is controlled by or is under common control with Cox (each an "Affiliate"); (ii) to any corporation or other entity resulting from a merger, acquisition, consolidation or reorganization of or with Cox; or (iii) in connection with the sale of all or substantially all of the assets of Cox. Cox Service may be provided by one or more Affiliates.

A28. **Notices.** Notices under this Agreement shall be in writing and delivered to the persons or offices of the parties stated herein. A written notification by Cox may include, without limitation, electronic notice and/or notice via an invoice, billing insert or other billing communication sent to Customer. The effective date of any notice hereunder shall be the date of delivery of such notice and not the date of mailing. The mailing addresses of the parties are set forth below: To Cox: at the address set forth on the Agreement, with a copy to: Cox Communications, Inc., 6205-B Peachtree Dunwoody Road, Atlanta, Georgia 30328, Attn: Assistant General Counsel, Cox Business, Legal Department; and to Customer at the address set forth in the Agreement.

A29. **Fraud or Misuse of the Services.** Customer shall not misuse the Services, Cox Equipment, or any Cox provided software. Such misuse includes but is not limited to: (i) violation of applicable law; (ii) use in a manner that adversely interferes with Cox's network or reputation; (iii) any unauthorized or fraudulent use of or access to the Services such as to avoid paying for Services; (iv) use in a manner that infringes the intellectual property or other rights of Cox or any third party including copying, modifying, reverse engineering, uploading, downloading or reselling any content or software; (v) sending content or messages or otherwise engaging in communications that are abusive, obscene, lewd, lascivious, filthy, excessively violent, harassing, illegal, fraudulent, threatening, defamatory or an invasion of privacy; (vi) modifying or tampering with Cox Equipment in any manner other than as expressly authorized by Cox; (vii) engaging in telemarketing, fax broadcasting, spam, junk or other unsolicited email; (viii) intercepting a third party's communications or accessing or attempting to access another party's account or otherwise circumvent any security measures; (ix) uploading any virus, worm or malicious code; (x) using automated connections that allow web broadcasts, automatic data feeds, automated

machine-to-machine connections or peer-to-peer file sharing; (xi) using as a substitute or back-up for private lines, or full-time or dedicated data connections; (xii) network hacking and "denial of service" attacks; or (xiii) using unauthorized software or devices to maintain continuous active Internet connections when the connection would otherwise have entered idle mode. Customer is solely liable for any misuse, unauthorized use and for controlling access to the Services, Cox Equipment, Customer Equipment, and software including payment of any charges incurred as a result of any such misuse or unauthorized use by Customer or any end user of the Service(s). Cox may immediately terminate this Agreement upon notice to Customer for any violation of this provision and Customer shall be liable for the applicable early termination fee. Cox shall determine, in its sole discretion, whether any misuse is occurring or has occurred.

Cox may further disconnect Service without notice if Cox believes the Services are being used with the intent to defraud Cox or threaten the integrity or security of the Cox network or facilities. This fraudulent activity includes, but is not limited to, fraudulently placing and/or receiving calls and/or providing false credit information to Cox or its representatives. Customer is responsible for payment of all charges for Services furnished, including charges for Services originated, or charges accepted, at Customer's telephone number. Customer's responsibility also includes all charges associated with the fraudulent use of Services either by Customer, its employees, any end users of the Services, or any other users who gain access to the Premises, the Cox Equipment, or any Customer equipment, including, but not limited to, any unauthorized users, who are able to "hack" or gain unauthorized access to Customer's network or equipment.

A30. Shortage of Equipment or Facilities. Cox reserves the right to limit or allocate the use of existing facilities when it deems necessary to manage the lack of facilities or to manage a facility shortage due to some other cause beyond Cox's control. Cox maintains the right to apply protective controls. The furnishing of service under the Agreement is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of Cox's fiber optic cable facilities as well as facilities Cox may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of Cox. The furnishing of service under the

Agreement is subject to the availability of adequate numbering resources and may be subject to Cox's implementation of interconnection arrangements with the incumbent local exchange carriers.

A31. Changes. Cox, in its sole discretion, may modify, add, supplement and/or remove any of the General Terms and/or any related policies and linked terms from time to time ("Revisions") upon written notice to Customer by any means specified in Section A28 hereof and all such Revisions will be effective thirty (30) days after notice is issued ("Opt-Out Period") unless Customer opts out as described in this paragraph. Customer may opt out of the Revisions by providing written notice to Cox via email at CBOptOut@cox.com or via a letter sent U.S. Mail or Overnight Delivery to the Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328, stating that Customer is opting out of the Revisions. Customer's written notification to Cox must include the Customer's name, address and account number, the name and position of the person submitting the notification on behalf of the Customer, as well as a clear statement of which Revisions Customer is opting out of. Customer must submit its written notice opting out of the Revisions within the thirty (30) day Opt-Out Period, or Customer shall be deemed to accept the Revisions. Further, Customer's continued use and/or payment for Services after the thirty (30) day Opt-Out Period shall also be deemed acceptance of all Revisions. If Customer opts out of any Revisions, Cox may (i) immediately terminate the Agreement without penalty or liability to Customer or (ii) Cox may provide notice to Customer that the opted-out Revisions will not apply to Customer and the Agreement will then continue under the most recent contract terms. Until Cox provides notice of its election of option (i) or (ii) in the preceding sentence, the Agreement shall continue under its most recent contract terms excluding any Revisions properly opted out by Customer. This paragraph states Customer's sole and exclusive remedy for any Revisions. Notwithstanding anything to the contrary in this Agreement, Cox may make Revisions that it deems are minor or concern products or services which are not currently under contract with Customer, and such updates shall be deemed effective after the update is posted online, with or without actual notice to Customer.

Cox may also update its AUP and privacy policy from time to time, and such updates shall be deemed effective after the update is posted online, with or

without actual notice to Customer. Accordingly, Customer should check the AUP and privacy policy web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the policies. Cox's action or inaction in enforcing the AUP shall not constitute review or approval of Customer's or any other users' use.

A32. DISPUTE RESOLUTION: MANDATORY BINDING ARBITRATION: JURY TRIAL WAIVER: CLASS ACTION WAIVER (THE "DISPUTE RESOLUTION PROVISION").

(A) IF CUSTOMER FOLLOWS THE PROCEDURES SET FORTH IN SUBPARAGRAPH (B) BELOW, CUSTOMER HAS THE RIGHT TO OPT OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THE PARTIES' AGREEMENT OR WRITTEN NOTICE OF THE ADDITION OF THIS DISPUTE RESOLUTION PROVISION (THE "OPT-OUT PERIOD"). OTHERWISE, CUSTOMER SHALL BE REQUIRED TO SETTLE ANY DISPUTES IT MAY HAVE WITH COX THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES. (A). Arbitration Requirement. EXCEPT AS OTHERWISE STATED IN THE DISPUTE RESOLUTION PROVISION, THE PARTIES SHALL ARBITRATE — RATHER THAN LITIGATE IN COURT — any and all claims, disputes, or controversies between Customer and Cox, including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of Cox, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort) or other legal or equitable theory ("Dispute") that arise out of or in any way relate to this Agreement, or any of the Services or products that Cox provides to Customer (including but not limited to amounts that Cox charges Customer for Services or products provided, any alleged breach related to the collection, retention or disclosure of Customer's personal information, and any alleged violation of Cox's privacy policy or the AUP). The parties shall also arbitrate any and all Disputes that arise out of or relate in any way to any services or products provided to Customer by Cox or any of its affiliated entities under any other agreement. "Dispute" is to be given the broadest possible meaning that will be enforced.

(B). **OPT OUT.** CUSTOMER MAY OPT OUT OF THE

ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) ABOVE BY NOTIFYING COX OF THAT INTENT DURING THE OPT-OUT PERIOD BY SENDING EITHER AN EMAIL TO COX AT CBOPTOUT@COX.COM OR A LETTER SENT VIA U.S. MAIL TO COX LEGAL DEPARTMENT, ATTN: LITIGATION COUNSEL, 6205B PEACHTREE DUNWOODY ROAD, ATLANTA, GA 30328, STATING THAT CUSTOMER IS OPTING OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A). CUSTOMER'S WRITTEN NOTIFICATION TO COX MUST INCLUDE THE CUSTOMER'S NAME, ADDRESS AND ACCOUNT NUMBER, THE NAME AND POSITION OF THE PERSON SUBMITTING THE NOTIFICATION ON BEHALF OF THE CUSTOMER, AS WELL AS A CLEAR STATEMENT THAT CUSTOMER DOES NOT WISH TO RESOLVE DISPUTES WITH COX THROUGH ARBITRATION. CUSTOMER'S DECISION TO OPT OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) ABOVE, IF IT CHOOSES TO DO SO, WILL HAVE NO ADVERSE EFFECT ON CUSTOMER'S RELATIONSHIP WITH COX OR THE DELIVERY OF SERVICE(S) TO CUSTOMER BY COX. IF CUSTOMER OPTS OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) ABOVE FOLLOWING THE PROCEDURE OUTLINED HEREIN, THAT OPT OUT WILL REMAIN IN EFFECT IF COX MODIFIES THIS SECTION IN THE FUTURE OR CUSTOMER AGREES TO A NEW TERM OF SERVICE UNDER THIS AGREEMENT. HOWEVER, IF CUSTOMER ENTERS INTO A NEW AGREEMENT WITH COX THAT INCLUDES ITS OWN DISPUTE RESOLUTION OR ARBITRATION PROVISION AND CUSTOMER WANTS TO OPT OUT OF THAT PROVISION, CUSTOMER WILL NEED TO FOLLOW THE INSTRUCTIONS IN THAT AGREEMENT FOR OPTING OUT. Notwithstanding the agreement to arbitrate that is described in subsection (A) above, Customer and Cox may bring appropriate Disputes (as defined below) against each other in small claims court, if the Dispute falls within the small claims court's jurisdiction, or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear the Dispute.

(C). **EXCLUSIONS FROM ARBITRATION.** THE PARTIES AGREE THAT THE FOLLOWING SHALL NOT BE A 'DISPUTE' SUBJECT TO ARBITRATION: (1) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (2) ANY DISPUTE THAT ARISES BETWEEN COX AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE,

OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); (3) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE AN APPLICABLE FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCY SUCH AS THE FEDERAL COMMUNICATIONS COMMISSION (FCC); AND (4) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

(D). **Restrictions**. CUSTOMER MUST CONTACT COX WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES, ABOUT WHICH CUSTOMER MUST CONTACT COX WITHIN THIRTY (30) DAYS AS PROVIDED IN SECTION A1 OF THE GENERAL TERMS), OR CUSTOMER WAIVES THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

(E). **Class Action Waiver**. Customer and Cox agree that all Disputes between Customer and Cox will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. An arbitrator appointed pursuant to this Agreement shall not be authorized to arbitrate any claim on a class action or consolidated basis or on any bases involving claims brought in a purported representative capacity on behalf of the general public (such as a private attorney general), other subscribers, or other persons. If Customer or Cox brings a claim in small claims court, the class action waiver will apply, and neither party can bring a claim on a class or representative basis. Furthermore, neither Customer nor Cox may participate in a class or representative action as a class member if the class action asserts Disputes that would fall within the scope of this arbitration agreement if they were directly asserted by Customer or Cox. The parties agree that this class action waiver is an essential part of this Dispute Resolution Provision and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire Dispute Resolution Provision will not apply to any Dispute between Customer and Cox, except for the provisions of subparagraph (I) waiving the right to jury trial. This class action waiver may not be severed from the arbitration agreement.

(F). **Arbitrator Authority**. The arbitration between Customer and Cox will be binding. In arbitration, there is no judge and no jury. Instead, the Dispute will be resolved by an arbitrator, whose authority shall

be governed by the terms of this Agreement. Customer and Cox agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so, and may issue injunctive or declaratory relief if that relief is required or authorized by the applicable law, but that injunctive or declaratory relief may not extend beyond Customer and Customer's dealings with Cox. An arbitrator shall not be authorized to rule or act contrary to law. Judicial review of arbitration decisions is limited.

(G). **Informal Dispute Resolution**. Customer and Cox agree that Customer will try to resolve disputes informally before resorting to arbitration. If Customer has a dispute, Customer shall first call Cox Customer Care at the number listed on Customer's monthly bill statement. If the Cox representative is unable to resolve Customer's dispute in a timely manner, Customer shall notify Cox of the dispute by sending a written description of Customer's claim to Cox Customer Care, ATTN: Corporate Escalation Team, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328 so that Cox can attempt to resolve the dispute with Customer. If Cox does not satisfactorily resolve Customer's claim within 30 calendar days of receiving written notice of Customer's claim to Cox Customer Care, then Customer may pursue the claim in arbitration. Neither Customer nor Cox may initiate arbitration without first following the informal dispute resolution procedure provided in this paragraph and thereafter, if the dispute is still not resolved, the party who desires to initiate arbitration must provide the other written notice of the intent to file for arbitration. Customer shall send written notice of its intent to file for arbitration to Cox via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328. If Cox is sending Customer a written notice of its intent to file for arbitration, Cox will send notice to the last known address of record Cox has on file for Customer.

(H). **Arbitration Procedures**. Customer and Cox agree that this Agreement and the services Cox provides to Customer affects interstate commerce and that the Federal Arbitration Act, and not state arbitration laws, applies for all Disputes. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at www.adr.org or by calling 1-800-778-7879. If the claim asserted in arbitration is

for less than \$75,000, the AAA's Consumer Arbitration Rules will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA's rules and this Dispute Resolution Provision, this Dispute Resolution Provision shall control. To initiate arbitration, Customer must send a letter requesting arbitration and describing Customer's claims to Cox at CBOptOut@cox.com or via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328. Customer must also comply with the AAA's rules regarding initiation of arbitration. Cox will pay all filing fees and costs for commencement of arbitration, but Customer will be responsible for Customer own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to the terms of this Agreement or applicable law. Cox will not seek to recover its fees and costs from Customer in the arbitration, even if allowed under the law, unless Customer's claim has been determined to be frivolous. The arbitration will be held in the county of the billing address where Cox provided Customer service and either party may appear either in person or by telephone.

(I). **Jury Trial Waiver.** If for any reason the arbitration requirement described in subparagraph (A) is found to be illegal or unenforceable, or if Customer opts out of this arbitration per subparagraph (B) above, and/or a claim is brought that is excluded from arbitration as described in this Dispute Resolution Provision, the parties expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY to the fullest extent permitted by applicable law. Customer acknowledges that a jury trial waiver means that a judge rather than a jury will decide the dispute(s) between Customer and Cox if, for any reason, the dispute is not subject to arbitration.

(J). **Survival.** This Dispute Resolution Provision survives the termination of the Agreement. If Customer brings a claim against Cox after termination of the Agreement that is based in whole or in part on events or omissions that occurred while Customer was a Cox customer, this Dispute Resolution Provision shall apply.

A33. **Miscellaneous.** This Agreement with Customer includes the terms and conditions set forth in the CSA, MSA or other agreement incorporating these General Terms, whichever is applicable, these General Terms, the tariffs (as applicable), the SGs (as applicable), and any other documents referenced

in the Agreement or otherwise executed by the parties. The aforementioned documents constitute the entire agreement between Cox and Customer for the Services and Cox Equipment. While all of these documents are intended to be read together in a consistent manner, in the event of any conflict between or among the provisions of this Agreement, the tariffs, the SGs, and the documents referenced herein, the documents shall prevail in the following order (except where applicable law requires the tariff to take precedence): (i) the terms and conditions set forth in this Agreement; (ii) the applicable Cox tariff or SG. In the event of any conflict between these General Terms and any terms and conditions in the CSA, MSA or any other written agreement in which these General Terms are incorporated, whichever is applicable, these General Terms shall control. Capitalized Terms used in these General Terms and not defined herein will have the meanings ascribed to such terms in the Service Terms, as applicable. If any term of this Agreement is, to any extent, illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement and the obligations of the parties shall be subject to modification by Cox to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. Customer agrees that State and Federal regulations may apply to Services and that, in the event of any change to such regulations, Services may be modified to be consistent with, and Customer's use of Services must be consistent with, such regulations. Except as otherwise provided herein, this Agreement may be modified, waived, or amended only by a written instrument signed by the parties. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State where Services are installed. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. The relationship created between the parties by virtue of this Agreement shall be solely that of vendor-purchaser as independent contractors and that no agency, joint venture, or joint business relationship shall be deemed

created hereunder. There are no third party beneficiaries to this Agreement, except as expressly provided in this Agreement. Customer's acceptance of this Agreement occurs upon the earlier of: (a) execution of this Agreement by Customer or Customer's representative, including without limitation, Customer's or Customer's representative's electronic signature on this Agreement; (b) Customer's use of any Service provided under this Agreement; or (c) Customer's retention of any Cox Equipment for more than thirty (30) days after Customer's receipt of such Cox Equipment.

A34. Scope of Agreement. This Agreement is for Cox to provide Services. Unless otherwise explicitly agreed to in the Agreement, this Agreement is not for Cox to perform any construction, alteration demolition, installation, repair or maintenance work of any kind paid for in whole or in part out of public funds. Any construction, alteration, demolition, installation, repair or maintenance work that Cox may perform in connection with or related to this Agreement will be solely to expand or maintain Cox's own facilities to provide Services to Customer and/or to other Cox customers, at Cox's option. All Cox facilities, including without limitation any such newly constructed facilities will be and shall remain the sole property of Cox. Customer shall have no ownership over, control of, or exclusive rights to use, such Cox facilities.

A35. Regulatory Authority. The Services may be subject to filing with the regulatory authority with jurisdiction over the Services. If the Agreement is required to be filed, Customer shall execute such additional forms as are reasonably necessary to permit Cox to make an appropriate filing. In some states, the Agreement may not be effective until approved by such regulatory authority. If this Agreement, any Services, and/or the related filing documents are not approved by the applicable regulatory authority, Cox may terminate this Agreement or Service(s), as applicable. This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, administrative orders, and State public utility commission rules, as required.

A36. Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Customer for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Customer's obligations under it shall be extinguished

at the end of any of Customer's fiscal years in which Customer's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement, provided that Customer gives COX at least one hundred and twenty (120) days' prior written notice termination. Customer agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve Customer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated or for items delivered for which Customer did not give notification of termination due to loss of appropriated funds. Prior to terminating services due to loss of funding, the Customer must have taken all actions necessary to obtain adequate appropriations or funding and despite those best efforts, funding is not available. The Customer may only terminate those services in which funding is lost, and the loss of funding for some services shall not render the whole contract subject to termination. Termination of the contract shall not be permitted for loss of funding caused by the negligence or mistake of Customer. This funding-out provision shall not be construed so as to permit Customer to terminate the Agreement in order to acquire similar equipment, material, supplies or services from another party. Customer will make reasonable efforts to secure such funds at all times.

A37. Public Records. Customer represents that Customer is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its contracts are public documents available for copying and inspection by the public. If Customer receives a demand for the disclosure of any information related to this Agreement that Cox has claimed to be confidential and proprietary, such as Cox's pricing, programs, services, business practices or procedures, Customer will immediately notify COX in writing of such demand and COX shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. In the absence of such notification or a subsequent protective order by a Nevada court with jurisdiction over Customer not to release the requested information or documents within thirty (30) days of Customer's notification of the request, Customer shall have no liability for such disclosure or production in accordance with this Agreement and Nevada law. This section will remain in effect after the

termination or expiration of this Agreement.

A.38 Non-Excluded Healthcare Provider: COX represents and warrants to Customer that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of goods or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide goods or services hereunder. COX represents and warrants to Customer 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 COX or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement.

A.39 Personnel On Site Cox will undertake commercially reasonable efforts to follow Customer's standard procedures and policies as followed by Customer's staff in regard to Cox Services performed by Cox personnel on site at Customer's premises. Customer will provide a copy of said policy and procedures reasonably in advance of Cox's performance of such Services on site.

B. Terms and Conditions Applicable to Internet and Network Services

In addition to all provisions in Section A above, the provisions of Section B shall also apply to all Internet and network Service(s):

B1. Internet Services. FOR COX INTERNET SERVICES, IN ADDITION TO THIS PROVISION AND OTHER PROVISIONS CONTAINED IN THESE GENERAL TERMS, THE "COX INTERNET SERVICE DISCLOSURES" LOCATED AT www.cox.com/internetdisclosures SHALL APPLY.

Cox Internet Services may consist of cable modem based Service and/or fiber delivered optical Internet Services. For each Internet Service, Cox shall provide Customer with Internet bandwidth connectivity, access, modem/gateway configuration (if applicable), and a static or dynamic IP address (if applicable) together with installation of the Services as provided under this Agreement. Customer shall be responsible for providing VPN software, firewalls, and related products and all other equipment beyond the Demarcation Point required to use the Services. For cable-modem delivered Internet Services, the bandwidth speeds identified for each Service may vary and such bandwidths shall be provided consistent with industry standards. Use of data, Internet, and web conferencing/web hosting Services shall be subject to Customer and any end users complying with the AUP which may be found at coxbusiness.com/acceptable use policy. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP. Cox may terminate or suspend Service if Cox reasonably determines that Customer or its users are violating the AUP. For cable modem delivered Internet Services, Cox will supply a cable modem ("Cox Provided Modem") which may be subject to a one-time modem activation charge and a monthly modem rental fee, or Customer may provide its own modem (including through purchase from Cox if offered by Cox to Customer), provided that the Customer provided modem meets the requirements set forth below. The one-time modem activation fee and monthly rental fee for a Cox Provided Modem may be described at coxbusiness.com/cbsurchargesandfees. The one-time modem activation fee and monthly rental fee for a Cox Provided Modem is subject to change from time to time. Customer shall not tamper with, or attempt to reprogram the modem, including, but not limited

to, "uncapping" the modem or affecting its bandwidth settings. Cox may terminate Internet Service to any modem that has been altered following programming or installation by Cox. The Cox Provided Modem shall be deemed "Cox Equipment" as defined in these General Terms and title shall remain with Cox at all times. Cox may employ reasonable network management practices to address bandwidth usage.

B2. Equipment Requirements For Customer Provided Modem.

Customer may rent a cable modem from Cox or Customer may use their own cable modem with Cox Internet Service, provided that Customer's cable modem is 1) compatible with the applicable Cox Internet Service; 2) Compliant with DOCSIS or other applicable transport protocol; 3) reasonably clean and sanitary; and 4) in good working order. Please contact Cox Customer Care if you need more information. If Customer attempts to use a modem that is not certified for use and compatible with the applicable Cox Service(s), and/or is not in good working order, and such use results in additional cost or expense to Cox, Cox reserves the right to charge Customer an installation or repair fee.

B3. IP Address/Domain Name Registration.

Cox allocates IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration or termination of this Agreement. IP addresses are subject to the IP policy in the AUP. Domain name registrations are subject to rules promulgated by the applicable domain name registrar, which may be amended from time to time. Customer shall consult its domain name registrar for complete information. Customer is responsible for payment and maintenance of domain name registration.

B4. Cox Optical Internet with Burst Option ("Burstable Service").

Charges for the Cox Optical Internet with Burst Option ("Burstable Service") consists of three (3) components: (a) a nonrecurring charge ("NRC") per connection (unless waived); (b) a fixed monthly recurring charge ("MRC") based on the Committed Information Rate (CIR) specified in the Customer's Agreement; and (c) a periodic charge based on usage, to the extent that usage exceeds the CIR specified in the Customer's Agreement. Customer's usage of Burstable Service is calculated by measuring samples of Customer's "Send Traffic" and "Receive Traffic" every five (5) minutes for the previous five (5) minute period. At the end of each

month of the Term, the "Send Traffic" and "Receive Traffic" sample sets for that month are separately arranged from highest to lowest and the top five percent (5%) of samples for "Send Traffic" and "Receive Traffic" are discarded. The highest remaining sample (either "Send Traffic" or "Receive Traffic") is the Ninety-Fifth (95th) Percentile. If the Ninety-Fifth (95th) Percentile is a fraction of a megabit, it is rounded to the next full megabit and is compared to the CIR. If the Ninety-Fifth (95th) Percentile is greater than the CIR, Customer will, in addition to being billed for the CIR as described in (b) above, be billed for the difference between the CIR and the Ninety-Fifth (95th) Percentile and such difference shall be billed at the price per megabit described in the Agreement multiplied by the number of megabits. The Burstable Service is available on a best efforts basis only. The ability to burst is subject to availability and is limited to the burstable limits set forth in the Agreement.

B5. Customer Purchased WiFi Service.

Customer is responsible for providing the equipment necessary for Customer, and its end users, to access the Wi-Fi Service purchased by Customer. If Customer makes the Wi-Fi Service available to other persons for use, unless expressly provided otherwise, Customer shall implement an end user license agreement approved by Cox for acceptance by those end users in connection with the Wi-Fi Service access. Customer acknowledges and agrees that because Wi-Fi Service is wireless Internet access, Customer's, or its end users', transmissions could be intercepted by unauthorized persons and Customer assumes all risks associated with offering access to, and/or use of, the Wi-Fi Service provided by Cox under this Agreement. Customer agrees to waive all claims against Cox and the Cox Related Parties for any damage, loss or liability Customer may suffer due to any person monitoring, intercepting, disclosing, or corrupting Customer's or its end users' communications. Without limiting the foregoing, Cox and the Cox Related Parties have no liability to Customer or any end users using the Wi-Fi Service through Customer for damage or loss to any computers or software, including losses or damages caused by viruses that may infect Customer's or any end user's network, computers, devices (e.g., tablets, wireless phones or other peripherals), or other facilities through use of the Wi-Fi Service. When Customer uses the Wi-Fi Service, Cox, and/or any third party vendor utilized by Cox, may track and store Customer's IP address and the MAC address of the device accessing the

Wi-Fi Service. Customer hereby consents to Cox and/or the Cox Related Parties' collection, use, transmission, processing and maintenance of such data in connection with provision of the Wi-Fi Service. Cox will provide this information to law enforcement personnel if requested pursuant to lawful subpoena or court order. ALTHOUGH COX HAS TAKEN COMMERCIALY REASONABLE STEPS TO PROVIDE A SECURE SYSTEM WITHIN LIMITATIONS EXISTING IN NETWORK AND COMPUTER INFRASTRUCTURE, COX MAKES NO REPRESENTATION OR WARRANTY THAT (A) COMMUNICATIONS OVER THE WI-FI SERVICE SHALL BE SECURE FROM UNAUTHORIZED ACCESS, INCLUDING WITHOUT LIMITATION, MONITORING, THEFT OF DATA OR CORRUPTION OF CONTENT, OR ANY OTHER DAMAGE AND (B) THAT CUSTOMER AND/OR ANY END USERS USING THE WI-FI SERVICES WILL NOT RECEIVE A VIRUS OR OTHER MALWARE THAT DAMAGES SUCH USERS COMPUTER(S), DEVICE(S) OR NETWORK FACILITY(IES). CUSTOMER ACKNOWLEDGES THE RISKS ASSOCIATED WITH ACCESS TO THE INTERNET AND HEREBY RELEASES AND WAIVES ALL CLAIMS AGAINST COX AND ANY COX RELATED PARTY FROM AND FOR ANY LIABILITY FOR UNAUTHORIZED ACCESS, FOR SECURITY BREACHES AND/OR ALL DAMAGES ARISING FROM SUCH UNAUTHORIZED ACCESS, LOSSES OR DAMAGES.

B6. Cox Internet Gateway, Guest Wi-Fi, and External Distribution.

If Customer has purchased Cox Internet (CBI) Service, Cox may rent to Customer, upon Customer's request, an all-in-one electronic device consisting of a cable modem and a Wi-Fi enabled LAN-side router (a "Gateway"), which shall enable Wi-Fi Service as described above ("Cox Internet Gateway Service" or "CBIG") at the Premises. If Customer requires additional Gateways from Cox, Cox will rent to Customer (i) a Gateway for the CBIG Service and (ii) a separate, dedicated Gateway to facilitate the provision of Wi-Fi Services for Customer's end users and/or to otherwise expand the Wi-Fi coverage area for Customer's premises ("Guest Wi-Fi Service"). Customer agrees to pay Cox a non-recurring charge for the installation and activation of each Gateway and a monthly recurring charge for the rental of each Gateway from Cox. Optimal Wi-Fi end user experience for CBIG and Guest Wi-Fi Services shall not exceed fifty (50) simultaneous sessions per Gateway. Cox will not provide troubleshooting assistance directly to Customer's end users or for

Customer's end users' devices. Wireless coverage area, signal strength, and speed of the CBIG, Managed Wi-Fi, and Guest Wi-Fi Services may vary and may be affected by building construction, topography, layout, and other factors. Cox does not guarantee Customer's wireless network's security against all forms of unauthorized network access. Customer is expressly prohibited from charging a fee to (including but not limited to any one-time fee, hourly, daily, monthly or other subscription or usage charges), or receiving consideration of any type from, any end user in connection with the Managed Wi-Fi, Wi-Fi Services or Guest Wi-Fi Services. Cox shall retain all ownership rights in and to all Cox Equipment including, but not limited to, the Gateway(s), modems, switches, and/or access points ("AP"), as the case may be and Customer shall return all Cox Equipment to Cox in good and working condition and in the manner described in these General Terms. All Cox Equipment provided to Customer must be returned upon service termination to avoid additional charges to Customer. Cox reserves the right to send software, firmware, code updates, downloads and/or other programs to the Gateway, and may utilize the Gateway, or any other Cox Equipment with certain Wi-Fi capabilities, and may utilize such equipment and attached wiring to distribute external Wi-Fi signals for the deployment of Cox Wi-Fi and/or Cox Cable Wi-Fi, and related similar services now or hereafter offered by Cox (such external distribution is referred to herein as, the "Cox and Cable Wi-Fi Feature"). Customer will have the right and the opportunity, at any time, to opt out of the use of its Gateway or other Cox Equipment by Cox for the Cox and Cable Wi-Fi Feature, through the customer account management tools located at www.cox.com, or by calling Cox Customer Care at the telephone number listed on Customer's bill. Customer hereby agrees not to include any descriptions or references to "Cox", "Cox Business", "Cox Communications", "Cox Enterprises", or any derivation thereof in the Service Set Identifier (SSID) naming convention for Customer's wireless network(s) at the Premises. Cox shall install the Gateway(s) and/or other Wi-Fi related Cox Equipment, as the case may be, in certain areas within the Premises to optimize network coverage; however, wireless coverage areas may change after installation due to Customer's relocation of equipment and environmental factors (i.e., neighboring wireless networks and other relevant factors). Customer must provide Cox with electric power outlets in

sufficient quantity and voltage/power for the Cox Equipment. Customer must also provide Cox with adequate space on a flat counter top or side wall at the Premises to install the Gateway(s), with minimum dimensions of 8" x 24" per Gateway, and any other space necessary to permit the placement and adequate operation of any Cox Equipment for the provision of any Wi-Fi related Service purchased by Customer. Cox will provide Customer with basic remote support of the CBIG and Guest Wi-Fi Services at no charge. Basic remote support includes the following: Remote Access Enabled/Disabled, Primary SSID and password resets, Backup and Restore Gateway configuration files in "My Account", IP configuration, Wi-Fi Enabled/Disabled, Bridge Mode or Router Mode configuration, Time Zone/Daylight Savings, and Firewall Enabled (Medium or Low).

B7. Managed Wi-Fi. In the event that Customer has purchased Managed Wi-Fi Private Package, Managed Wi-Fi Guest Package, Managed Wi-Fi Total Package, or any Managed Wi-Fi Complex or K-12 Managed Wi-Fi service or any other similar product offering (referred to individually and collectively, as "Managed Wi-Fi Service(s)") this provision shall apply. To receive Managed Wi-Fi Services, Customer must purchase, and maintain in place, Cox Internet Services at all times during the Term, it being understood that the Managed Wi-Fi Services cannot operate without Internet Services. The specific Cox Internet Service(s) required may vary depending upon the type of Managed Wi-Fi product purchased, and other determining factors. Any termination or discontinuation of such Internet Services shall cause an immediate termination or discontinuation of the Managed Wi-Fi Services, which will be subject to early termination fees under the Agreement. In connection with the Managed Wi-Fi Service, Cox (or a third party provider or an affiliate, contractor or subcontractor of same) will install certain equipment upon the Premises, which equipment shall be owned by Cox and considered Cox Equipment. Installation costs and/or nonrecurring charges may apply upon installation, and Customer may incur additional costs or charges after installation for configuration changes, addition or relocation of access points, changes to the product platform, or any other changes requested by Customer in connection with the Managed Wi-Fi Services. Unless otherwise agreed to in writing by Cox, Customer shall implement an end user license agreement, or 'splash page' approved by Cox for acceptance by all end users of the Managed Wi-Fi

Services. Cox will provide a portal to Customer as part of the Managed Wi-Fi Services (with a cloud-based 'User Guide' for the portal made available) to permit Customer to self-manage certain aspects of the Wi-Fi network and review certain reports. The portal will require a login by Customer. When Customer uses the Managed Wi-Fi Services, Cox, and/or any third party provider utilized by Cox, may track and store Customer's IP address and the MAC address of the device accessing the Managed Wi-Fi Services. Customer hereby consents to the foregoing collection, use, transmission, processing and maintenance of such data in connection with provision of the Managed Wi-Fi Services. Cox shall have no responsibility or liability with respect to any end users' computers or devices (e.g., tablets, wireless phones or other peripherals) connecting or failing to connect to Customer's network. The Managed Wi-Fi Services purchased by Customer may include Content Filtering as a product feature if purchased by Customer. "Content Filtering" is a feature that restricts network user access to websites that pose a heightened risk of harm to the network and/or end user devices or are otherwise objectionable, such as pornography sites, sites that distribute malware, and sites that distribute unlicensed content. The solution is designed to filter web traffic requests leveraging a managed set of objectionable categories and reputations derived from McAfee's Global Threat Intelligence system independently of Cox. While the intelligence system is continually updated to identify new sites for filtering, there is no guarantee that new threats or objectionable sites will not appear before they are identified and filtered. The Content Filtering feature is provided "as-is" and without warranty of any kind, express or implied, and is accepted fully at the risk of Customer. Neither Cox, nor its contractors, nor any third party provider or affiliate or contractor of same who installs or provides any portion of the Managed Wi-Fi Services, will be liable for any loss, expense or damage, of any nature whatsoever, which may arise out of the operation or lack of operation of the content filtering component of the Managed Wi-Fi Services, or the restriction or blocking, or failure to restrict or block any selected content, data or browsing, and Customer hereby unconditionally waives any and all claims against such parties related to the foregoing.

The provision of Managed Wi-Fi Services shall also be subject to all other terms and conditions in the Agreement related to the provision of Wi-Fi Services generally. The parties acknowledge and agree that

Cox reserves the right to suspend, modify, or terminate the Managed Wi-Fi Services or any part thereof, either temporarily or permanently, without notice. Cox reserves the right to add or remove features and capabilities from the Managed Wi-Fi Services, and some features may only be available to Customer at an additional cost.

B8. Managed Router. If Customer purchases Managed Router Services of any type, which may include Managed Router with Advanced Security Services or any other similar product offering (referred to individually and collectively, as "Managed Router Service(s)"), this provision shall apply. To receive Managed Router Services, Customer must purchase, and maintain in place at the Premises, Cox Internet Services and/or Cox Networking Services at all times during the Term, it being understood that the Managed Router Services cannot operate without such underlying Cox Services. The specific Cox Internet Service(s) and/or Cox Networking Services that are required may vary depending upon the type of Managed Router product purchased, and other determining factors. Any termination or discontinuation of such Cox Internet Services and/or Cox Networking Services may result in an immediate termination or discontinuation of the Managed Router Services, which may be subject to early termination fees under the Agreement. In connection with the Managed Router Services, Cox (or a third party provider or an affiliate, contractor or subcontractor of same) will install certain equipment, which shall include a router (referred to herein as the "Router") upon the Premises, which equipment shall be owned by Cox and considered part of the Cox Equipment. Installation costs and/or nonrecurring charges may apply. Customer will not alter or tamper with the Managed Router Service, the Router or any other Cox Equipment unless expressly authorized in writing by Cox to do so. As part of the Managed Router Service Customer will be required to maintain passwords for Customer's end user accounts through Customer's authentication server to provide for remote access. Cox will make available a VPN End User Guide (or other guides) to Customer that outline the use of the Managed Router Service, and Customer agrees not to use the Service in violation of same. Customer agrees to provide (a) Cox with the appropriate access to the Premises, including the Router installation location, at an agreed upon time to install and turn up the Router; (b) all LAN equipment to connect to the Router, which include, but is not limited to, switches

and servers; (c) Cox with the necessary connections from the Router to the Customer LAN (switches, other equipment) to ensure that the Router can adequately support the Customer LAN deployment; (d) a secure and safe location for placement of the Router and any other Cox Equipment where damage can be prevented; and (e) Cox with an appropriate point of contact that will be available at all times to provide necessary access, to answer questions, and provide relevant Customer information about the site survey, configuration requirements, and any applications that are expected to be supported through the Router. Customer shall notify Cox of any breach of security of which it becomes aware, and which may have an impact on Cox's network or provisioning of the Managed Router Services. The parties acknowledge and agree that Cox reserves the right to suspend, modify, or terminate the Managed Router Services or any part thereof, either temporarily or permanently, without notice. Cox reserves the right to add or remove features and capabilities from the Managed Router Services, and some features may only be available to Customer at an additional cost. Customer agrees that Cox will not be liable for any damages resulting from any modification or cessation of the Managed Router Services.

Exhibit C: Service Level Agreement**COX OPTICAL INTERNET SERVICE LEVEL AGREEMENT**

1. **Scope.** This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement or Master Services Agreement (“Agreement”) by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox’s objectives with respect to the Cox Optical Internet Services (“COI Services”) provided to the Customer.

2. **COI Service Availability.** Cox’s objective is to make the COI Services available for Customer’s use as provided under the Agreement at least **ninety-nine and ninety-nine one-hundredths percent (99.99%)** of the time with respect to the on-net portion of the circuit (“COI Service Availability”). COI Service Availability, is the ability to transmit data from the Cox demarcation point at the Customer location to a Regional Data Center (“RDC”) on the Cox IP backbone. COI Service Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox’s control, that can affect an end-to-end connection. COI Service Availability with respect to the portion of COI Services or circuits obtained by Cox from third party carriers, commonly known as “Type II” COI Service or circuits shall be **ninety-nine and nine-tenths percent (99.9%)**. The COI Service Availability is calculated by dividing the number of minutes that the COI Services are available for Customer’s use by the total number of minutes in any calendar month multiplied by one hundred (100). Unavailability of the COI Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the COI Service Availability goal. For example, if the COI Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or COI Service Interruption during the applicable month, Cox will be deemed to have met the COI Service Availability performance standard and no Service Credit(s) (as defined below) will be provided.

3. **COI Service Interruption.** A “COI Service Interruption” is a loss of signal to the Customer that results in a total disruption of COI Service beyond the COI Service Availability level. Any COI Service Interruption, outage, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying COI Service Interruption. A COI Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the COI Services to Customer.

4. **COI Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. **Service Credits.** The following are each types of “Service Credits” which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9:

(a) **COI Service Interruption Service Credit.** The available Service Credit for a COI Service Interruption is identified in the table below as a percentage of the monthly recurring charge (“MRC”) for the portion of the affected COI Services experiencing a qualifying COI Service Interruption. Service Credits are not cumulative (e.g. if a qualifying COI Service Interruption lasted 20 hours, Customer will receive a credit equal to 20% of the MRC for the portion of the COI Services experiencing a COI Service Interruption, but Customer does not also receive a separate Service Credit for the “30 min. to <4 hours”, “≥ 4 hours to < 8 hours” and “≥ 8 hours to < 16 hours” timeframes identified in the table below). The amount of the Service Credit shall be as follows:

<i>COI Services Interruption Length</i>	<i>Credit of the MRC for the portion of COI Services experiencing a COI Service Interruption</i>
≥ 30 min. to < 4 hours	5% of applicable MRC
≥ 4 hours to < 8 hours	10% of applicable MRC
≥ 8 hours to < 16 hours	15% of applicable MRC
≥ 16 hours to < 24 hours	20% of applicable MRC
≥ 24 hours	25% of applicable MRC

(b) **Network Latency Service Credit.** Network Latency, as it relates to COI Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers (“RDCs”) on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network (“Network Latency”). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency for COI Service Level is fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency for COI Service are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>

If the Cox Network Latency COI Service Level is greater than fifty (50) Milliseconds in a calendar month, the available Service Credit equals ten percent (10%) of the MRC for the affected COI Services for any Network Latency in a calendar month.

(c) **Data Delivery Service Credit.** Data Delivery Rate, as it relates to COI Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network (“Data Delivery Rate”). The average monthly packet delivery is measured in percentage of packets delivered per 100 and shall be ninety-nine and nine-tenths percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Data Delivery Rate for COI Services are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>

If the Data Delivery Rate in a calendar month is less than ninety-nine and nine-tenths percent (99.9%), the available Service Credit equals ten percent (10%) of the MRC for portion of the affected COI Services for any Data Delivery Rate issues in a calendar month.

6. **Chronic Outage.** If three (3) or more separate times during a thirty (30) consecutive day period, the COI Services to the Customer experience a COI Service Interruption for a period greater than eight (8) consecutive hours, (“Chronic Outage”) subject to Section 9 below, Customer may terminate affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox’s receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. **Customer Responsibilities / Trouble Reports.** Cox will maintain a twenty- four (24) hour, seven (7) day a week point-of-contact for Customer to report COI Service troubles, including COI Service Interruptions, Network Latency, and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer to Cox relating to the COI Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying COI Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

8. **COI Service Installation Delays**

(a) **COI Service Installation and Availability.** Cox will make commercially reasonable efforts to install, provision and make the COI Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the parties Agreement, if any ("Estimated Install Date"). COI Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the COI Services.

(b) **Installation Delay Credit.** Cox shall provide Customer with an Installation Delay Credit if the COI Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of one hundred percent (100%) off the standard nonrecurring charge ("NRC") paid for by Customer for the portion of the COI Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing COI Services to Customer.

(c) **Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

9. **Exceptions and Limitations to Service Credit**

(a) **Exceptions.** Service Credits shall not be provided for any COI Service Interruptions or failures to meet the COI Service Availability, Data Delivery Rate and Network Latency objectives, estimated restoration time, Estimated Install Date, or any other term specific herein (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; or (vii) due to Customer's failure to release the COI Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the COI Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or COI Services provisioning, or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same COI Service Interruption, deficiency, degradation,

delay, or issue (b) for COI Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a COI Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any COI Service locations served via a third party, Cox may pass through any COI Service credits it receives from the third party associated with any COI Service Interruption not to exceed the Service Credit amount.

(b) **Limitations.** With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected COI Services. Furthermore, in any calendar month, Customer's combined Service Credits for any and all issues, including, without limitation, Network Latency, Data Delivery Rate, Service Interruptions, or Installation Delay Credits shall be no more than one (1) full MRC for the affected COI Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any COI Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outages or issues related to the COI Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth herein in this SLA.

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: 1,400						
Corporate/Business Entity Name: Cox Nevada Telcom, L.L.C.						
(Include d.b.a., if applicable) Cox Business						
Street Address: 1700 Vegas Drive			Website: www.coxbusiness.com			
City, State and Zip Code: Las Vegas, NV 89106			POC Name: Terry Resch			
			Email: Terry.Resch@cox.com			
Telephone No: (702) 545-1839			Fax No: N/A			
Nevada Local Street Address: (If different from above)			Website:			
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Cox Communications Las Vegas, Inc.		100%

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

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

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

DocuSigned by:

Derrick R. Hill

731494A58A4F486...

Signature

Derrick R. Hill

Print Name

Vice President

Title

10/13/2020

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 - Cox has no knowledge of any affiliations			

* 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:	Memorandum of Understanding/Sublease Extension with Clark County Real Property Management	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, the Memorandum of Understanding/Sublease Extension with Clark County Real Property Management; and take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000727100	Funded Pgm/Grant: N/A
Description: UMC Quick Care and Occupational Medicine Clinic – Enterprise Sublease	
Bid/RFP/CBE: N/A	
Term: 09/16/2020 – 09/15/2050	
Amount: \$3,355,800.00	
Out Clause: 60 Days' Written Notice for Cause or Convenience	

BACKGROUND:

This request is for approval of the Memorandum of Understanding/Sublease with Clark County Real Property Management for approximately 10,159 square feet of office space at 1700-1750 Wheeler Peak Drive, Las Vegas, NV 89106. UMC will reimburse Clark County for UMC's Proportionate Share of the Estimated Operating Expenses (taxes, insurance, common area maintenance) that is approximately \$102,000.00 per year for an estimated \$3,355,000.00, which includes a projected annual 10% increase in operating expenses, for the term of the sublease. This Memorandum of Understanding also clarifies the routine maintenance and service obligations of both parties.

UMC's Executive Director, Medical Staff Services and Ambulatory Care and Director of Contracts have reviewed and recommend approval of this Memorandum of Understanding. This Memorandum of Understanding was approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
October 21, 2020

Agenda Item #

11

MEMORANDUM OF UNDERSTANDING BETWEEN UMC AND CLARK COUNTY

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into as of this 16th day of September, 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 “UMC”) and CLARK COUNTY, a political subdivision of the State of Nevada (hereinafter referred to as “COUNTY”) (Individually a “Party”, collectively the “Parties”).

RECITALS

WHEREAS, The COUNTY entered into a Land Lease (“Land Lease”) with the City of Las Vegas on or about December 1998 as shown on Exhibit “A” for +/- 3.19 acres of vacant land known as Assessor’s Parcel Number 139-21-416-011 for the purposes of constructing the Enterprise Health Care and Dental Center (“Center”) as described below; and

WHEREAS, The COUNTY entered into an Interlocal Agreement (“Interlocal Agreement”) with the City of Las Vegas and the City of North Las Vegas on December 15th, 1998 as shown on Exhibit “B”, to jointly design, fund, and develop the Center which encompasses one (1) +/- 3,894 square foot building (“1750 Building”) and one (1) +/- 15,118 square foot building (“1700 Building”) located at 1700-1750 Wheeler Peak Drive Las Vegas, NV 89106; and

WHEREAS, the Parties entered into a Sublease Agreement dated September 5, 2000, an Amendment to Sublease dated August 3, 2004 and Amendment II to Sublease dated October 20, 2009 (collectively the “Sublease”) to occupy +/- 12,915 square feet of office space within the 1700 Building (“Premises”) that is due to expire September 15th, 2020; and

WHEREAS, UMC desires to continue occupying the Premises to conduct health services to the general public; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any public agency entering into the agreement is authorized by law to perform.

NOW, THEREFORE, UMC and COUNTY, agree as follows:

1. The Premises is hereby corrected to show as +/- 10,159 square feet of space as shown on Exhibit “C”, which is +/- sixty-seven percent (67%) (“Proportionate Share”) of the 1700 Building.
2. UMC agrees that landscaping for the Center will continue to be completed at UMC’s sole cost and expense and shall not be passed-through to COUNTY or any subtenant of the Center.
3. UMC shall be responsible for Janitorial for the Premises and the interior common area at UMC’s sole cost and expense and shall not be passed-through to COUNTY or any subtenant of the Center.
4. COUNTY, in its sole discretion, shall cause to be provided/made available the following utilities and services: common area security, fire-life-safety monitoring, inspections and testing; sewer, water, power, gas, normal trash removal and hazardous waste removal, Repairs and Maintenance (as defined in subsection 3 (i)(a)), HVAC maintenance and filter replacement (“Services”). UMC understands that Services may vary in type, quantity, and

MEMORANDUM OF UNDERSTANDING BETWEEN UMC AND CLARK COUNTY

quality and COUNTY reserves the right to suspend, terminate, or change any Services with or without notice to UMC. Any Services not enumerated above shall be the responsibility of UMC.

(i) REPAIRS & MAINTENANCE

- a) COUNTY shall maintain in good order, condition and repair, the exterior of the Center, structural or building systems (sub-surface or cement embedded mechanical, plumbing, electrical and roofing) and all other portions of the Center not the obligation of UMC or any other subtenant of the Center which includes repair and maintenance of the common area lobby.
 - b) UMC shall maintain the Premises in good order, condition and repair. Such maintenance includes routine maintenance due to normal and ordinary wear and tear, including interior surfaces of the ceilings, walls and floors, doors, interior windows, plumbing, pipes and fixtures, electrical wiring, switches and fixtures and standard building furnishings or fixtures installed by UMC, furniture, and office equipment. UMC shall be responsible for repairs to the Premises, the need for which arises out of UMC's use or occupancy of the Premises, installation, removal, use or operation of UMC's property, the moving of UMC's property into or out of the Premises or the act, omission, misuse or negligence of UMC, its agents, employees or invitees, including UMC's personal property and equipment located in the common area lobby and any damage caused by UMC or its affiliates.
 - c) UMC shall be responsible for all locks & keys to doors that service the Premises. UMC must provide copies of any keys to COUNTY, through its department of Real Property Management, for emergency purposes.
5. UMC shall reimburse COUNTY for UMC's Proportionate Share of the estimated Operating Expenses (as defined below) in monthly installments in advance on the first (1st) of the month ("Payment(s)"). Operating Expenses shall be defined as the cost for Services or any expense COUNTY shall incur in relation to the operation, management, maintenance or ownership of the Center, including capital improvements. Within sixty (60) days of the end of the fiscal year, COUNTY shall reconcile Payments made by UMC against the actual Operating Expenses for the period covering July 1 to June 30 ("Reconciliation"). Any overage/underage shall be paid within thirty (30) days to the receiving Party. Upon Reconciliation COUNTY shall prepare an estimated Operating Expenses budget for the following year and notify UMC of the new estimated Payment. This process will be performed annually.
6. This MOU is effective September 16th, 2020 and shall continue for a term of ten (10) years with two (2) automatic ten (10) year options to renew and can be terminated with or without cause upon sixty (60) days' notice to either Party.
7. UMC shall not permit or cause to be permitted any action or activity that would interfere with or violate any of the COUNTY's obligations under the Land Lease or Interlocal Agreement.
8. UMC shall make its services available and be open for business to receive and treat patients no fewer than forty (40) hours per week during regular business hours, state and federal holiday excepted, and shall provide sufficient staff in its offices.

MEMORANDUM OF UNDERSTANDING BETWEEN UMC AND CLARK COUNTY

9. This MOU constitutes the entire agreement between the Parties from and after the expiration of the Sublease.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed the day and year first above written.

Approved and Authorized by:

Mason VanHouweling, Chief Executive Officer
University Medical Center of Southern Nevada

Lisa Kremer, Director
Clark County Real Property Management

LAND LEASE AGREEMENT

THIS LEASE AGREEMENT (herein "Lease Agreement") is entered into this _____ day of _____, 1998, between the CITY OF LAS VEGAS a municipal corporation of the State of Nevada, a public agency of the State of Nevada, CLARK COUNTY, a political subdivision of the State of Nevada.

WITNESSETH

WHEREAS, the City of Las Vegas is an independent public body corporate and politic created, known as the "Lessor", Clark County is an independent public body corporate and politic created, known as the "Lessee";

WHEREAS, Lessor and Lessee shall enter into this Lease Agreement for the leasing of certain real property and improvements described below ("Real Property"); pursuant to the terms and conditions of this Lease Agreement.

NOW, THEREFORE, the Lessor and Lessee, each in consideration of the representations, covenants and agreements of the other as set forth herein, mutually represent, covenant and agree as follows:

ARTICLE I PREMISES AND TERM OF LEASE

Section 1.1: The Lessor is the owner of certain parcels of real property and improvements situated in the City of Las Vegas, Clark County, Nevada, and more specifically described on Exhibit "A" and incorporated herein by reference (herein "Leased Premises" or "Real Property"). For and in consideration of the covenants and agreements hereinafter contained, Lessor hereby demises and leases to Lessee, and Lessee hereby leases from Lessor the Leased Premises.

Section 1.2: This Lease Agreement shall be effective on the date that both parties have executed this Lease Agreement, and the Lessor's duties and obligations to lease the Leased Premises and the Lessee's duties and obligations to occupy the Leased Premises shall thereafter commence ("Commencement Date"). The Lessee shall surrender the premises to Lessor immediately on the termination of the Lease Term. The Lease term shall be for Fifty (50) years from the Commencement Date. The Lessor shall have the option to renew this Lease Agreement for Two (2) additional and consecutive Ten (10) year periods by providing Lessee notice at least ninety (90) days prior to the termination of the original Lease Term and each subsequent renewal period subject to Lessee is not in default of any term or provision of this Lease Agreement. In such event, the Monthly Base Rent may be increased as mutually agreed to in writing by the parties. The terms and conditions of any option period shall be mutually agreed to in writing by the parties and, if the parties fail to mutually agree, no option period will be granted and this Lease Agreement shall terminate at the end of the Lease Term or option period, whichever is in effect at the time.

ARTICLE II

RENT

Section 2.1: The Lessee hereby covenants and agrees to pay to the Lessor as annual rent for the Leased Premises the sum of Ten Dollars (\$10.00) (herein "Annual Base Rent" or "Rent"), payable in installments as provided in Section 2.2.

Section 2.2: Annual Base Rent shall be paid as follows:

Annual installments shall be in the amount of Ten Dollar (\$10.00) and shall be paid to Lessor on or before January 2, 1999, and on the same day of each consecutive year thereafter for the remainder of this Lease Agreement.

Section 2.3: **Tenant Improvements.** Lessee shall not construct improvements on the premises without Lessor's prior written consent. Lessee shall submit a written request complete with architectural drawings depicting the scaled changes to the Leased Premises. The Lessor shall have the sole and exclusive right to approve any requested changes to the Leased Premises. All improvements shall conform to that proposed instrument entitled "Las Vegas Enterprise Park Conditions, Covenants & Restrictions" which Lessee acknowledges shall be recorded at a future date and incorporated herein as a part of this Lease Agreement.

Section 2.4: **Utilities.** Lessee shall pay for all water, gas, sewer, heat, light, power, telephone, maintenance services and all other utilities and services supplied to the Leased Premises, together with any taxes thereon.

Section 2.5: **All Taxes Payable by Lessee.**

2.5.1: **Real Property Taxes.** Lessee shall pay all real property taxes, any general or special assessments or any other taxes or assessments ("Real Property Taxes & Possessionary Use Taxes") levied and assessed against the Leased Premises.

Section 2.6: **Personal Property Taxes.**

2.6.1: Lessee shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and the personal property of Lessee contained in the Leased Premises or elsewhere. When possible, Lessee shall cause such trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the Real Property of Lessor.

ARTICLE III
USE OF DEMISED PREMISES AND
COMPLIANCE WITH LAWS, ORDINANCES, ETC.

Section 3.1: The Lessee will use, construct, maintain and/or sublease upon the Leased Property a community based, nonprofit, medical and dental care facility ("Medical Care Facility"). The person or entity to operate and manage the Medical Care Facility (the "Sublessee") shall be approved by the Lessor prior to the commencement of the sublease of the Medical Care Facility with the Lessee. The Leased Premises are established to provide ambulatory care to the surrounding neighborhoods during normal operating hours. This Medical Care Facility is not designed to house or provide for extended care patients. The Lessee's failure to use the Leased Premises as a Medical Care Facility during the Leased Term, shall be deemed a default under the Lease Agreement and subject to termination.

Section 3.2: During the term of this Lease Agreement, the Lessee will not use or knowingly permit any person to use all or any portion of the Leased Premises or any buildings and other improvements on the Leased Premises, in any manner which violates any laws, ordinances or regulations of the United States; the State of Nevada; Clark County, Nevada; or the City of Las Vegas, Nevada, or any other governmental authority having jurisdiction over the Leased Premises.

Section 3.3: The Lessee and its Sublessee and the Lessor shall be bound by the terms and conditions set forth in the instrument entitled "Interlocal Agreement Among Clark County, City of Las Vegas, City of North Las Vegas To Provide Funds For The Construction Of A Community Medical Services Facility" attached and incorporated herein as Exhibit B.

Section 3.4: The Lessee shall not make any alterations (i.e., construction) to the Leased Premises without the prior written consent of Lessor. Lessee may make alterations in an amount not to exceed \$3,500 to the interior of structures on the Leased Premises without the consent of the Lessor.

Section 3.5: Hazardous Waste. Lessee shall not cause or permit any hazardous waste or substances to be used, stored, generated or deposited on or in the Leased Premises by Lessee, its agents, employees, contractors or invitees without Lessor's consent except that which is usual and customary in the operations of medical ambulatory facilities and is compliance with Section 3.7.

Section 3.6: Security & Special Events. Lessee shall maintain the premises in a safe and secure manner. Lessee shall make certain no loitering, no double parking, no outdoor kiosks, will be allowed on the premises. The Lessee may apply to the Lessor from time to time, to allow for sanctioned outdoor special events which shall be approved at the Lessor's sole discretion and in any case special events shall not last more that 72 hours or within 30 days of the prior event. Page 259 of 368

Section 3.7: Covenants, Conditions and Restrictions. Lessee and its Sublessee shall comply with all proposed covenants, conditions and restrictions ("CC&R") of record or shall be of record and shall be responsible for and maintain the Leased Premises in condition as to not be in violation

of the CC&Rs. Any violation of the CC&Rs which have not been satisfied within the requirements of such CC&Rs, shall be the basis for termination of the this lease.

ARTICLE IV

INSURANCE

Section 4.1: At all times during the term of this Lease Agreement, the Lessee shall, require any Sublessee to carry insurance in the manner provided for in the Sublease Agreement between Lessee and Sublessee. This Sublease Agreement shall include, but not be limited to:

- a. Keep all buildings and other improvements, including the contents therein, on the Leased Premises insured against loss or damage by fire and such other casualties as may be included in the broadest form of extended coverage insurance from time to time available, in an amount or amounts at least sufficient (i) to ensure that if such buildings or improvements on the Lease Premises are substantially destroyed, the proceeds of such insurance will be sufficient to pay for removal of all remnants of the destroyed buildings or improvements, and (ii) to provide at least one hundred percent (100%) of the replacement cost of the buildings and improvements constituting part of the Leased Premises.
- b. Keep in force general public liability insurance relating to the entire Leased Premises with coverage for bodily injury and death and property damage of not less than One Million and No/100ths Dollars (\$1,000,000.00) per occurrence.

The Lessee shall present a binder to Lessor prior to Lessee or its Sublessee occupying the Leased Premises which shows Lessor as additional insured party with respect to the insurance policy or policies providing the coverage required by this Section 4.1.

Section 4.2: All insurance required by this Article shall insure both the Lessor and the Lessee as their respective interests may appear and in the case of insurance against damage to the Leased Premises by fire and other casualty shall, if requested at the sole discretion the Lessor, also insure the interest of the holder of any mortgage on the fee of the Leased Premises, if any, to which the Lease Agreement may be subordinate, and shall provide that proceeds, if any, shall be payable to the Lessee and the Lessor as their respective interests may appear.

Section 4.3: All insurance shall be taken in companies rated at least AA in Best Key Rating Index and authorized to do business in the State of Nevada. The Lessee may carry any insurance required by this Article in a blanket policy carried by it or an affiliate. Each policy pursuant to which insurance coverage is obtained in order to comply with this Section 4.3 shall provide that it may not be canceled without thirty (30) days prior written notice to the Lessor and any covered fee mortgagee.

Section 4.4: In the event of loss, the Lessor and the Lessee shall cooperate in efforts to recover any insurance proceeds covering said loss.

Section 4.5: At the request of the Lessor, the Lessee shall at any time furnish the Lessor a certificate or memorandum of any policy of insurance required to be maintained under this Article.

ARTICLE V

CONDITION OF PREMISES

Section 5.1: Except as set forth above, Lessee accepts the Leased Premises in their "as is" condition. Lessee specifically acknowledges that Lessor has made no representations or warranties regarding the condition of the Leased Premises or the suitability of the Leased Premises for Lessee's operations except as specifically set forth in this Lease Agreement.

ARTICLE VI

CONSTRUCTION, REPAIRS AND MAINTENANCE

Section 6.1: Lessee's Obligations. Lessee, at Lessee's sole expense, shall maintain the Leased Premises including any approved constructed improvements, in good order, condition and repair, including all roofs and structural members, interior surfaces of the ceilings, walls and floors and all doors and windows, all plumbing, pipes and fixtures, electrical wiring, switches and fixtures, landscaping, parking areas and all pavement, furnishings and special items and equipment installed by or at the expense of Lessee. Lessor shall have no responsibility to maintain the Leased Premises or any portion thereof. In addition, Lessee shall be responsible, at its sole cost and expense, for any changes to the Leased Premises necessitated by the passage or amendment of any law, regulation or ordinance that relates to Lessee's business. The parties acknowledge and agree that Lessor shall have no obligation to repair, maintain or replace the Leased Premises or for the operation of the Leased Premises except as specifically set forth herein. Lessee shall be solely responsible for all expenses associated with the operation and maintenance of the Leased Premises.

Section 6.2: Surrender of Leased Premises. Upon the expiration or earlier termination of this Lease Agreement, Lessee shall return the Leased Premises, including all improvements and fixtures thereon, to Lessor in a reasonably clean condition and in good order, except for normal wear and tear. Any damage to the Leased Premises, including any structural damages, resulting from Lessee's use or removal of any of Lessee's fixtures, furnishings and equipment shall be repaired by Lessee at Lessee's expense.

ARTICLE VII

ALTERATIONS AND ADDITIONS

Section 7.1: Consent of Lessor. Except as agreed to in Section 2.3, Lessee shall not make any additions, alterations or improvements to the Leased Premises without obtaining the prior written consent of Lessor, which consent may be granted or withheld in Lessor's absolute discretion. Lessor's consent may be conditioned on Lessee's removing any such additions, alterations or improvements upon the expiration of the Lease Term and restoring the Leased Premises to the same condition as on the date Lessee took possession. All work with respect to any addition, alteration

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or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Lessor, and such work shall be diligently prosecuted to completion in compliance with all applicable building codes and ordinances and required government permits and authorizations.

Section 7.2: Lessee's Obligations. Lessee shall pay the costs of any work done on the Leased Premises and shall keep the Leased Premises free and clear of liens of any kind. Subject to the limitations of NRS Chapter 41, Lessee shall indemnify and keep Lessor free and harmless from all liability, loss, damages, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Lessee or any person claiming under Lessee.

Section 7.3: Reversion to Lessor. Unless their removal is required by Lessor as provided in Section 6.2 or as otherwise agreed to by the parties, all additions, alterations and improvements made to the Leased Premises shall become the property of Lessor and be surrendered with the Leased Premises upon the expiration of the Lease Term.

ARTICLE VIII

ASSIGNMENT AND SUBLETTING

Section 8.1: Consent Required. With the exception of a Sublease Agreement with Community Health Centers of Southern Nevada, Inc., and/or University Medical Centers or otherwise set forth in this Article, Lessee shall not voluntarily assign or encumber its interest in this Lease Agreement or in the Leased Premises, or sublease all or any part of the Leased Premises, or allow any person or entity to occupy or use all or any part of the Leased Premises without the express written consent of the Lessor.

Section 8.2: Lessee's Liability. No subletting or assignment shall release Lessee or Lessee's obligations under this Lease Agreement or alter the primary liability of Lessee to pay the Rent and to perform all other obligations to be performed by Lessee. The acceptance of Rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or a sublessee of Lessee, or any successor of Lessee in the performance of any of the terms hereof, Lessor may proceed directly against Lessee without the necessity of exhausting remedies against such assigned, sublessee or successor. Lessor may consent to subsequent assignments of the Lease Agreement or subletting or amendments or modifications to this Lease Agreement with assignees of Lessee, without notifying Lessee, or any successor of Lessee, and without obtaining its or their consent thereto, and any such action shall not relieve Lessee of liability under this Lease Agreement.

ARTICLE IX HOLDING OVER

Section 9.1: If, after expiration of the Lease Term or any renewal period, Lessee remains in possession of the Leased Premises with Lessor's permission, Lessee shall become a tenant from month to month only, upon all the provisions of this Lease Agreement (except as to term), and the annual Base Rent shall become a monthly Base Rent of Ten dollars (\$10.00) payable by Lessee. Such monthly Rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month-to-month tenancy, it shall give the other party not less than thirty (30) days advance written notice of the date of termination. If Lessee remains on the Leased Premises after the expiration of the Lease Term or any renewal period, Lessee shall have a grace period of up to twenty-one (21) days to wind down its business and surrender the Leased Premises to Lessor so long as Lessee demonstrates, to the satisfaction of Lessor, that Lessee has ceased all operations related to Lessee's business prior to the commencement of the grace period. If Lessor is not satisfied that Lessee has ceased business operations, no grace period will be authorized and the Monthly Base Rent shall be due and payable by Lessee in accordance with the terms of this Lease Agreement.

ARTICLE X INDEMNIFICATION

Section 10.1: Subject to the limitations of NRS Chapter 41, Lessor and Lessee shall indemnify and hold each other harmless against and from loss, liability and claims of any kind for loss or damage to the property of each other or any other person, or for injury to or death of any person, which is caused by the fault of the other, its agents or employees.

ARTICLE XI DEFAULT

Section 11.1: The following events or any one or more of them shall be events of default under this Lease Agreement.

- a. If Lessee abandons or vacates the Leased Premises; or
- b. If Lessee fails to pay any Rent or any other amounts required to be paid by Lessee under this Lease Agreement and such failure continues for ten (10) days after such payment is due and payable; or
- c. If Lessee fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease Agreement and such failure continues for ten (10) days after written notice from Lessor to Lessee; or
- d. If a writ of attachment or execution is levied on this Lease Agreement or on any of

Lessee's property; or

e. If Lessee makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or a judgment with its creditors; or

f. If Lessee files a voluntary petition for relief or if a petition against Lessee in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter; or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Lessee or any substantial part of its property and such jurisdiction, custody or control of Lessee or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstated or unterminated for a period of forty-five (45) days; or

g. If in any proceeding or action in which Lessee is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Leased Premises or Lessee's property (or has the authority to do so) for the purpose of enforcing a lien against the Leased Premises or Lessee's property; or

h. If Lessee is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs d through g above.

Section 11.2: If there is an event of default under this Lease Agreement (regardless of the pendency of any proceeding which has or might have the effect of preventing the Lessee from complying with the terms of this Lease Agreement), the Lessor may, at any time while the situation which constitutes an event of default continues, exercise any one or more of the following remedies:

a. The Lessor may terminate this Lease Agreement by a notice in writing to the Lessee on a date (herein "Early Termination Date") specified in the notice (which may be the date the notice is given), without any right by the Lessee to reinstate its rights by paying any rent or other sum which is due or otherwise curing the situation which constituted an event of default. On the Early Termination Date, the term of this Lease Agreement shall terminate as fully and with the same effect as if that were the termination date specified in Article I, and the Lessee shall immediately surrender possession of the Leased Premises to the Lessor, and the Lessee shall have no further rights under this Lease Agreement. Upon termination of this Lease Agreement in accordance with this Paragraph a., the Lessor shall immediately become entitled to receive from the Lessee damages equal to the aggregate rentals the Lessee would be required to pay for the balance of the term of this Lease Agreement; the Lessee understands that due to the short term of this Lease Agreement that Lessor shall be under no obligation to attempt to re-lease the Leased Premises for any remaining term of the Lease Agreement after a default by Lessee, and Lessee hereby waives any such common law or statutory requirement of Lessor, if any.

- b. The Lessor may relet the Leased Premises after it has terminated the Lease Agreement pursuant to Section 11.2a.

If Lessor is compelled to incur any expenses, including reasonable attorneys' fees, in instituting and prosecuting any action or proceeding by reason of any default of Lessee hereunder, the sum or sums so paid by Lessor with all interest, costs and damages shall be due from Lessee to Lessor on the tenth (10th) day of the month following the incurring of such expenses.

Section 11.3: Neither the termination of this Lease Agreement pursuant to Section 11.2a or by operation of law or otherwise (except expiration of the term specified in Article I), nor repossession of the Leased Premises or any part of it pursuant to Section 11.2 or otherwise, will relieve the Lessee of its liabilities and obligations under this Lease Agreement, all of which will survive the expiration, termination or repossession, and the Lessor may, at its option, sue for and collect rent and other charges due under this Lease Agreement at any time and from time to time when those charges accrue.

Section 11.4: If the Lessor terminates this Lease Agreement or relets, as provided in Section 11.2a, the Lessor may remove the Lessee, all persons claiming under the Lessee, and its respective property, from the Leased Premises, and store that property in a public warehouse, or elsewhere, at the cost of, and for the account of, the Lessee without service of notice or resort to legal process (all of which the Lessee expressly waives) and without being deemed guilty of trespass or becoming liable for any resulting loss, damage or injury. The Lessor shall have a lien upon the Leased Premises and all the Lessee's property in the Leased Premises to secure payment by the Lessee of all rent and other sums required, which lien is to be in addition to any Lessor's lien now or hereafter provided by law.

Section 11.5: The remedies in this Article XI are intended to be cumulative, and no right or remedy made available to the Lessor is intended to be exclusive of any other right or remedy provided in this Lease Agreement or by law.

ARTICLE XII

LESSEE'S POSSESSION AND LESSOR'S ACCESS TO LEASED PREMISES

Section 12.1: On the Commencement Date, the Lessor shall deliver to the Lessee the right to the use, possession and occupancy of the Leased Premises. Lessee acknowledges that Lessor will have unrestricted access to the Leased Premises throughout the Lease Term and any renewal period for the following purposes:

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- a. To show the Leased Premises to prospective persons interested in the Real Property for business purposes or other reasonable purposes or to their agents;
- b. To enter the Leased Premises for the purpose of making inspections, including but not limited to inspections for Lessee's compliance with all hazardous waste and maintenance

requirements and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Leased Premises or the building or as may be necessary or desirable for the operation or improvement of the building or to comply with laws, orders or requirements of governmental or other authority. Lessor agrees to use its best efforts (except in an emergency) to minimize interference with Lessee's business in the Leased Premises in the course of any such entry;

c. To maintain and preserve, for any other reasonable purpose of Lessor, any portion of the Leased Premises; and

d. To authorize any employee of Lessor or any independent contractor or agent hired by the Lessor to perform work for any reasonable purpose of Lessor.

ARTICLE XIII

NO ABATEMENT OF RENT

Section 13.1: Except as otherwise provided in this Lease Agreement, unless otherwise agreed to in writing by the parties, no diminution or abatement of Rent, or any other charge required to be paid by Lessee as provided for in this Lease Agreement shall be claimed by or allowed to Lessee, under any circumstance whatsoever, including, but without limiting the generality of the foregoing, war, insurrection, revolution, civil war, riot, riot attending a strike, civil commotion, act of God, the partial or total destruction of the Leased Premises, the making of any changes in or to the Leased Premises or the interruption of any business now or hereafter conducted or to be conducted on the Leased Premises.

ARTICLE XIV

DISCHARGE OF LIENS

Section 14.1: The Lessee will not create or permit to be created or to remain, and will discharge, any lien, encumbrance or charge (levied on account of any imposition or any mechanic's, laborer's or materialmen's lien or any mortgage, conditional sale, title retention agreement or security interest, or otherwise not created by Lessor) upon the Leased Premises or any part thereof or the income thereof, having any priority or preference over or ranking on a parity with the estate, rights and interest of Lessor in the Leased Premises or any part thereof or the income therefrom, and the Lessee will not suffer any other matter or thing whereby the estate, rights and interest of Lessor in the Leased Premises or any part thereof might be impaired.

Section 14.2: If any mechanic's, laborer's or materialmen's lien shall at any time be filed against the Leased Premises or any part thereof as a consequence of any undertaking by the Lessee, the Lessee, within thirty (30) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, and Lessee shall indemnify and save harmless Lessor from any loss, claim or damage (including reasonable attorney's fees) resulting therefrom or by reason thereof.

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ARTICLE XV
MISCELLANEOUS PROVISIONS

Section 15.1: Except as expressly provided in this Lease Agreement, no person shall become entitled, directly or indirectly, to any interest in, or encumbrances on, the Lessor's estate or interest in the Leased Premises as a result of any act, agreement or omission of the Lessee which is not consented to in writing by the Lessor.

Section 15.2: The Lessee shall not at any time during the term of this Lease Agreement permit waste of the Leased Premises or allow the Leased Premises to depreciate in value by reason of any act or neglect of the Lessee, its customers, agents or employees.

Section 15.3: The various rights and privileges of the Lessor under this Lease Agreement shall be cumulative, and no one of them shall preclude use by the Lessor of any other or other of them. Neither the Lessee nor the Lessor shall have any rights not expressly granted in this Lease Agreement or provided by law.

Section 15.4: This Lease Agreement shall be governed by and construed under the laws of the State of Nevada.

Section 15.5: The captions of the Articles of this Lease Agreement are for convenience only and in no way affect the construction of the terms and conditions of this Lease Agreement.

Section 15.6: This Lease Agreement may not be changed or terminated except by a written document.

Section 15.7: The failure of the Lessor or the Lessee to insist upon strict performance of any of the terms, covenants and conditions of this Lease Agreement shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants and conditions.

Section 15.8: If any term, covenant, condition or provision of this Lease Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 15.9: The prevailing party in any litigation or suit arising under or out of this Lease Agreement shall be entitled to recover all reasonable attorney's fees expended in connection therewith.

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Section 15.10: Lessee shall seek and obtain approval of Lessor prior to erecting any signage on the Leased Premises. Such signage shall comply to all City of Las Vegas ordinances and the CC&Rs associated with the Enterprise Park.

Section 15.11: Any notices required, or which may be given, under the terms of this Lease Agreement shall be mailed to the following:

LESSOR:

~~City of Las Vegas~~
Office of Business Development
Attn: Jeff Maresh, Director
400 Las Vegas Boulevard South
Las Vegas, Nevada 89101

LESSEE:

Clark County
Community Resources
Attn: Earl Hawkes, Director of General Services
500 S. Grand Central Parkway
Las Vegas, NV 89101

Section 15.12: The Lessor has the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of the Lessee pertaining to the Leased

...
...
...

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease Agreement the day and year first above written.

By:

"LESSOR"

L. P. H. C. E. L. S. 11/18/98
Date

By:

Its:

"LESSEE"

ATTEST;

LORETTA BOWMAN, County Clerk

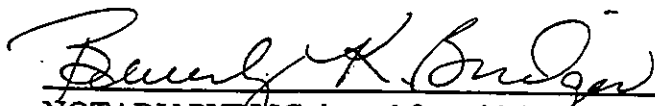
ACKNOWLEDGMENTS

STATE OF NEVADA

COUNTY OF CLARK

ss.

This instrument was acknowledged before me on the 11th day of December, 1998,
by JAN LAVERTY JONES, as Mayor of the City of Las Vegas.



NOTARY PUBLIC, in and for said County and State
My Commission Expires:



STATE OF NEVADA

COUNTY OF CLARK

ss.

This instrument was acknowledged before me on the _____ day of _____, 1998,
by _____, as _____, of Clark County.

NOTARY PUBLIC, in and for said County and State
My Commission Expires:

EXHIBIT "A"

A.P.N. 139-21-416-006 (010-290- & 010-300-)
PORTION LOT 6, LAS VEGAS ENTERPRISE PARK P.B. 77-54
CLARK COUNTY HEALTH CENTER

That portion of the Southwest Quarter (SW 1/4) of Section 21, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of LOT 6 of the LAS VEGAS ENTERPRISE PARK, AMENDED as shown on the amended plat thereof on file in Book 77 of Plats, Page 54 of Clark County, Nevada Records, described as follows:

COMMENCING at the Southeast corner of the Southwest Quarter (SW 1/4) of said Section 21;
thence along the East line of said Southwest Quarter (SW 1/4), North 00°17'00" East a distance of 855.37 feet to the centerline of WYATT AVENUE as shown on said plat of the LAS VEGAS ENTERPRISE PARK, AMENDED;
thence along said centerline of WYATT AVENUE the following three (3) courses:
1) thence North 89°43'00" West a distance of 90.00 feet to the beginning of a tangent curve concave Southerly and having a radius of 300.00 feet;
2) thence Westerly along said curve, through a central angle of 33°08'20", an arc distance of 173.51 feet;
3) thence tangent to said curve, South 57°08'40" West a distance of 191.34 feet;
thence North 32°51'20" West a distance of 30.00 feet to the TRUE POINT OF BEGINNING on the South line of LOT 6 as shown on said plat of the LAS VEGAS ENTERPRISE PARK, AMENDED;
thence continuing North 32°51'20" West, a distance of 376.25 feet;
thence North 89°30'47" West, a distance of 216.58 feet;
thence South 00°29'13" West a distance of 429.88 feet to the South line of said LOT 6;
thence along the South line of said LOT 6 the following three (3) courses:
1) thence South 89°30'47" East a distance of 166.89 feet to the beginning of a tangent curve concave Northerly and having a radius of 270.00 feet;
2) thence Easterly along said curve, through a central angle of 33°20'33", an arc distance of 157.12 feet;
3) thence tangent to said curve, North 57°08'40" East a distance of 129.39 feet to the TRUE POINT OF BEGINNING.

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The above described parcel of land contains an area of 138,735 square feet or 3.185 acres, more or less.

LAS VEGAS ENTERPRISE PARK

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

August 26, 1997

LAS VEGAS ENTERPRISE PARK
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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Exhibits

- A. Overall Legal Description of Enterprise Park
- B. Illustration of Portions Subject to Covenants, Conditions and Restrictions
- C. Map and Descriptions Of Common Areas
- D. Design and Development Standards

ARTICLE I
RECITALS

WHEREAS, Declarant is the owner of certain real property in the City of Las Vegas, Clark County, State of Nevada, which is more particularly described on Exhibit A appended hereto; and

WHEREAS, Declarant desires to ensure that the development of said Enterprise Park occurs in a logical, aesthetically pleasing and economically sound manner; and

WHEREAS, Declarant desires to establish certain covenants, conditions and restrictions relative to the planning, development, improvement, maintenance and operation of the Enterprise Park, and more particularly applicable to that portion of the Enterprise Park as described in Exhibits A and as illustrated in Exhibit B;

NOW, THEREFORE, Declarant hereby declares that that portion of the Enterprise Park (*as described in Exhibits A, B and illustrated in Exhibit C*) and any and all interests therein shall be held subject to the following covenants, conditions and restrictions. This Declaration is made in order to assure that the Enterprise Park is developed and used in such a fashion as will enhance and protect the value of the Enterprise Park and shall be binding upon all persons or entities now or hereafter holding any interest in that portion of the Enterprise Park, their heirs, successors and assigns. These covenants, conditions and restrictions shall run with the land and shall be binding upon all persons or entities having or later acquiring any right, title or interest in that portion of the Enterprise Park as described in *Exhibits A and B*.

ARTICLE II DEFINITIONS

- 2.01 Enterprise Park. "Enterprise Park" means that portion of the Property that is more particularly described in Exhibit B.
- 2.02 Association. "Association" means the Owners' Association established pursuant to this Declaration and its successors and assigns.
- 2.03 Board. "Board" means the board of directors of the Association established pursuant to Section 4.05.
- 2.04 Common Areas. "Common Areas" means those parcels and other areas of land which are set aside for the common use, enjoyment and benefit of the Owners. Said "Common Areas" include common landscaped areas and other areas as are designated and described in Exhibit C, which is attached and incorporated into and recorded in connection with this Declaration, and any subsequent map or plat which is recorded in connection with any supplemental or amendatory declaration.
- 2.05 Declarant. "Declarant" means the City of Las Vegas, and any successors and assigns which are specifically granted the rights and powers and are burdened with the duties of Declarant ~~hereunder by a recorded instrument of conveyance.~~
- 2.06 Declaration. "Declaration" means this instrument as it may be supplemented or amended from time to time.
- 2.07 Ground Lease. "Ground Lease" means a written lease agreement whereby Declarant leases to a Person for a minimum five-year period all or any portion of a Parcel, including any building on such Parcel, but does not include a lease of a building alone or a portion thereof.
- 2.08 Improvements. "Improvements" means all structures and appurtenances thereto of every type and kind including but not limited to buildings, parking areas, parking structures, out-buildings, sprinkler systems, poles, signs, exterior air conditioning, landscaping, retaining walls, fences, sidewalks, pathways, exterior lighting, canopies, awnings, loading and storage areas and/or any replacements, additions and/or alterations thereto, except for nonstructural improvements, replacements, additions and/or alterations entirely within an existing enclosed building or other structure that are not visible from any Common Area, adjacent parcel or other adjacent property.
- 2.09 Lot. "Lot"; (see "Parcel").
- 2.10 Maintenance Areas. "Maintenance Areas" means the areas and facilities which are to be maintained by the Association pursuant to this Declaration. "Maintenance Areas" include Common Areas and shrubbery, trees, walkways, pavement, fencing, lights and similar facilities thereon, and any other areas or facilities which, by means of supplementary declaration or amendment, may be designated from time to time as "Maintenance Areas".

2.11 Member. "Member" means a member of the Association.

2.12 Owner. "Owner" means any person or persons who hold an ownership interest in one or more parcels in the Property. "Ownership" or "ownership interest" means ownership in fee, a leasehold interest under a Ground Lease or the interest of a contract vendee, but does not include any interest which is held solely as security for the performance of an obligation.

2.13 Parcel. "Parcel" means a separate lot or parcel of land (and any improvements thereon) which is shown as such on any plat or map filed in connection with this Declaration or any amendment or supplement thereto. "Parcel" also includes any portion of the Property which is conveyed by deed, ground lease, or other conveyance instrument, except a conveyance assigning Declarant's rights under this Declaration. "Parcel" also includes any portion of the Property which is described in a written instrument as a "Parcel" for purposes of this Declaration and is recorded by Declarant. "Parcel" does not include any portion of the Property which has been dedicated to a local government for public purposes or upon which a building may not be legally constructed under applicable building and zoning regulations.

2.14 Person. "Person" means one or more individuals, partnerships, firms, associations, corporations and any other entities.

2.15 Plan. "Plan" means the Master Plan for the Las Vegas Enterprise Park, which includes the Declaration, as said Plan may be amended from time to time.

2.16 Property. "Property" means the real property described in *Exhibit A and Exhibit B* to this Declaration and any additional real property which may be annexed to the Property pursuant to *Article XVII*, together with improvements now or hereinafter constructed thereon.

2.17 Record. "Record" or "Recorded" refers, with respect to any document, to the proper recordation or filing of such document in the Office of the County Recorder for Clark County.

2.18 Right-of-Way. "Right-of-way" means an easement or street dedication to be used for streets or public utilities.

2.19 Exterior Streets. "Exterior Streets" refers to major public rights of way commonly known as Martin L. King Boulevard, Vegas Drive & Lake Mead Boulevard.

2.20 Interior Streets. "Interior Streets" refers to public rights of way located within the boundaries of the Las Vegas Enterprise Park, present or future, commonly known as Stella Lake Drive, Jimmy Avenue and Wyatt Avenue and any variations thereof.

ARTICLE III **PERMITTED USES**

3.01 Intent. It is the intent of the provisions of this Article to establish a business center in which research, development, testing, evaluation, assembly, manufacturing, distribution, sales and specified commercial uses will predominate.

3.02 Permitted Uses.

Uses permitted in Las Vegas Enterprise Park are the following:

- A. Manufacturing, assembly, distribution and service of durable and non durable goods.
- B. Laboratories, offices, and related facilities to accomplish research, development, testing and evaluation functions shall be permitted. This shall include the production and assembly of prototype products, pilot plants and maintenance facilities.
- C. Administrative and professional offices including, but not limited to, architectural, engineering, planning and surveying facilities, corporate headquarters offices, regional sales and administrative offices, and professional offices;
- D. Incidental and ancillary uses which support the principal permitted uses specified in paragraph A;
- E. Professional services and retail uses
- F. Utility and infrastructure support uses including roads, public facilities and institutional uses;
- G. Other uses reasonably related to the intended character of the Las Vegas Enterprise Park that are determined by Declarant to be in the conformance with the regulations of the City of Las Vegas.

ARTICLE IV
OWNERS ASSOCIATION

4.01 Formation. Declarant shall cause an Owner Association to be formed as a non-profit corporation under the Laws of the State of Nevada under the name of the Las Vegas Enterprise Park Owners Association, (or similar name if such name is not available).

4.02 Purposes. The Owners Association shall have as its purposes the performance of the duties and obligations imposed upon, and the exercise of the rights granted to the Owners Association by this Declaration, including, but not limited to, the collection of regular maintenance charges and special assessments imposed by this Declaration, administration of the Maintenance Fund and Special Assessment Fund, maintenance of the Maintenance Areas, review and approval of development proposals on building sites within the Enterprise Park, and such other purposes as are stated in the Articles of Incorporation and Bylaws of the Owners Association consistent with the provisions of this Declaration.

4.03 Members. Each Owner (defined by Article II), whether one or more persons or entities shall, upon and by virtue of becoming such Owner, automatically become a Member of the Owners Association and shall remain a Member thereof until such ownership (or ground lease, if applicable) ceases for any reason, at which time such Owner's membership in the Owner's Association shall automatically cease. Each Owner's membership in the Owner's Association shall be appurtenant to and shall automatically follow the ownership interest in a parcel (whether a fee title owner or as holder of the Lessee's interest under a ground lease) and may not be separated from such ownership.

4.04 Voting Rights. The Owner's Association shall have two (2) classes of voting membership.

Class A:

Class A shall be all the Members of the Owners Association except for Declarant. Each Class A member shall be entitled to one (1) vote for each 40,000 (forty thousand) square feet of land (not including any fractional portion thereof) within the Property in which such member holds an ownership interest required by this Declaration for membership in the Association. When more than one person holds such interest or interests in any one portion of the property, all such persons shall be members and the vote(s) for such portion of the property shall be exercised as such Persons, among themselves, determine, provided, however, that in no event shall more than one vote be cast with respect to each 40,000 (forty thousand) square feet of ~~land within the property owned or held collectively by such persons.~~

Class B:

The Class B members shall be Declarant. The Class B member shall be entitled to four (4) votes for each 40,000 (forty thousand) square feet of land within the property in which it holds the ownership interest required by this Declaration for membership in the Owners Association, provided, however, that there shall not be any Class B vote with respect to property concerning which a lessee, pursuant to a ground lease, is entitled to a Class A vote or votes. The Class B membership shall cease and become converted to Class A membership when the total number of outstanding votes held by all Class A members equals the total number of outstanding votes held by the Class B member. Thereafter, the Class B member shall be deemed to be a Class A member entitled to one (1) vote for each 40,000 (forty thousand) square feet of land within the property in which it holds the membership interest required by this Declaration for membership in the Owners Association.

A Member shall not be entitled to vote in any election or concerning any action submitted to the Members for their vote during any period in which any fees or assessments provided for in or pursuant to this Declaration (or otherwise properly imposed by the Association) are delinquent with respect to any portion of the Property owned or held by such Member. The area contained in any street or roadway dedicated to any governmental entity shall not be included in the determination of area of land for purposes of establishing voting rights and no such governmental entity shall have any membership or voting rights with respect to such area.

4.05 The Board. The affairs of the Owners Association shall be managed by the Board, which shall consist of five (5) members (sometimes referred to herein as directors), none of whom shall be required to be Members or Owners. ~~The initial members of the Board shall be selected by~~ Declarant and named in the Articles of Incorporation of the Association. Said initial members of the Board shall hold office until the first annual meeting of the Members (which shall occur during calendar year 1998), and thereafter until their successors are duly elected and qualified. At the annual meeting of Members held in calendar year 1998, the Members shall elect three (3) members of the Board for terms of two (2) years each, and two (2) members of the Board for terms of one (1) year each. Thereafter, except as provided in the following two sentences, all members of the Board shall be elected for terms of two (2) years each. Any vacancy, from whatever cause, occurring on the Board shall be filled by appointment made by the majority vote of the remaining members of the Board, and if there be no remaining members of the Board, a special meeting of the Members shall be called to fill such vacancies. The person appointed by the remaining members of the Board (or by vote of the Members at a special meeting, if applicable) to fill such vacancy shall serve for the remainder of the unexpired term of said person's predecessor, and thereafter until his successor is duly elected and qualified. Directors shall receive no compensation for their services, but, by resolution of the Board, a director may be reimbursed for reasonable expenses and costs incurred by him in carrying out his duties. The Board shall have the power to enact any rules, bylaws, procedures and regulations not inconsistent with this Declaration, including, but not limited to, election of a chairman, delegation of powers, appointment of committees and adoption of rules of procedure, in order to carry out its business.

4.06 Director, Officer and Committee Member Liability. No director or officer of the Association, and no member of any committee of the Association including, but not limited to the Architectural Review Committee (the Committee), shall be personally liable to the Owners, Declarant or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever (including, without limitation, any mistake in judgment, negligence or nonfeasance) arising out of or in connection with the approval or disapproval or failure to approve any plans submitted pursuant to this Declaration, except for willful misconduct. Every person who submits any plans to the Committee for approval as herein provided agrees by submission of such plans, and every Owner or Person claiming by or through an Owner agrees by acquiring its interest in any part of the Property or any interest in the Property, that it will not bring any action or suit against the Association or the Committee, or any one or more of them, their respective agents, employees, members, successors or assigns, to recover any damages arising in connection therewith. The Association shall indemnify and hold harmless the directors and officers of the Association and the members of any committee of the Association, and the members of any committee of the Association (including, but not limited to, the Committee) and their respective heirs and legal representatives, against all contractual and other liabilities to others arising out of (a) contracts made by the directors or officers on behalf of the Owners or the Association, or (b) acts or omissions of the directors or officers and/or of such committee members, or (c) their status as directors, officers or committee members, unless any such contract, act or omission constitutes willful misconduct. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys' fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, against any such

director, officer or committee member; provided, however, that such indemnity shall not be operative with respect to: (a) any matter as to which such person shall have finally been adjudged in such action, suit or proceeding to be liable for willful misconduct in the performance of his duties as such director, officer or committee member; or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by the Board, there is no reasonable ground for such person being adjudged liable for willful misconduct in the performance of his duties as such director, officer or committee member. The indemnification provided for herein shall be subject to any applicable requirements of Nevada Revised Statutes (NRS).

ARTICLE V ASSESSMENTS

- 5.01 Maintenance Fund: Special Assessment Fund. All funds collected by the Association from the maintenance charges provided for in this Article, together with all funds collected by the Association from any maintenance charge imposed by any supplement or amendment to this Declaration on any real property hereafter added to the Property, and all funds collected for maintenance purposes by the Association pursuant to any separate contract or agreement with an owner of any portion of the Property, shall constitute and be known as the "Maintenance Fund. All funds collected by the Association from any special assessment provided for in ~~Section 5.04 below, together with all funds collected by the Association from any special~~ assessment (if any) imposed pursuant to any supplement or amendment to this Declaration on any real property hereafter added to the Property, and all funds (if any) collected other than for regular maintenance purposes by the Association pursuant to any separate contract or agreement with an Owner of any portion of the Property, shall constitute and be known as the Special Assessment Fund.

The Maintenance Fund shall be held, used and expended by the Association, in its sole discretion, for the common benefit of all Members for any or all of the following purposes: the repair, maintenance, preservation, beautification, upkeep and replacement of Maintenance Areas; the repair, maintenance and replacement of properties, services, improvements and facilities devoted to such purposes; mosquito and insect control within the Property; the maintenance of a security patrol or other security measures (if any) deemed appropriate by the Board; payment of legal and other expenses incurred in connection with the enforcement of all charges, assessments, covenants, conditions and restrictions affecting the Property or any portion thereof; the restoration of funds necessary to make up any anticipated deficit for the previous fiscal year; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and of any special assessment; and doing such other things and taking such other actions as are necessary or desirable in the opinion of the Board to keep the Property neat and in good order, or which is considered by the Board to be of general benefit to the Owners or necessary or advisable in fulfilling the purpose of the Association, it being understood that the judgment of the Board in the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

The Board may, in its sole discretion, give one or more of the purposes set forth in this Section 5.01 preference over other purposes, and all expenses incurred and expenditures and decisions made by the Board in good faith shall be binding and conclusive on all Members.

In the event Declarant shall designate for the common use and benefit of all the Owner's facilities which are situated on property owned by or made available to Declarant (or affiliated or subsidiary entities), but which facilities have not then been added or annexed to the Property pursuant to Article XVII below, the Association shall have the right and authority to allocate and expend such amounts from the Maintenance Fund for repair, maintenance, upkeep, beautification, improvement or replacement of such facilities as the Board shall determine, in its sole discretion; provided, however, said facilities shall not be more than one-fourth (1/4) of a mile from a boundary of the Property. Further, if all or any of such facilities situated on property which has not then been added or annexed to the Property pursuant to Article XVII below also are for the use and benefit of persons or entities other than the Owners, the Association shall have the right and authority to enter agreements with other Persons enjoying the use and benefit of such facilities (or their designees), in such instances and on such terms as the Board may deem appropriate and acceptable, obligating the Association to contribute, from the Maintenance Fund, a rateable portion of the amounts necessary from time to time to provide for the repair, maintenance, upkeep, beautification, improvement or replacement of such facilities, and providing for other agreements relative to the use and enjoyment of such facilities (including limitations on the extent of the use and enjoyment thereof) by the various persons and entities entitled thereto. As a condition to the ~~approval and/or recordation of any plat(s), replat(s) or map(s) in connection with the Property~~, Declarant may be required to dedicate and grant to Clark County Regional Flood Control District (or other governmental authorities) an easement over certain portions of land within the Property for purposes of on-site drainage water and flood detention. In connection with the granting of said easements, Declarant may reserve to itself and/or to the Association certain rights relating to supplementing the maintenance, security, landscaping and beautification of such areas to be conducted by the Flood Control District in order to protect the aesthetic appearance of the Property. In this regard, the Association shall have the right and authority to allocate and expend such amounts from the Maintenance Fund for repair, maintenance, upkeep, security, beautification and improvement of such areas as the Board shall determine, in its sole discretion.

- 5.02 Covenants for Assessment. Subject to the limitations contained in this Section 5.02, each square foot contained within the Property (exclusive of any portion thereof which is located within a dedicated right-of-way or is otherwise owned by Declarant and not subject to a ground lease) is hereby severally subjected to and impressed with (a) a regular annual maintenance charge herein sometimes referred to as "maintenance charge" in the amount of one cent (\$0.01), which shall run with the land and is subject to increase or decrease and payable as provided in Section 5.03 below, and (b) special assessments as provided for (and subject to the conditions and limitations provided for) in Section 5.04 below.

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Each Owner of any portion of the Property, other than Declarant (and including Declarant with regard to any parcel upon which Declarant has constructed, and obtained a certificate of occupancy for, a building to be occupied by Declarant), by his or its claim or assertion of ownership or by accepting a deed or ground lease to any such portion of the Property, whether

or not it shall be so expressed in such deed or ground lease, is hereby conclusively deemed to covenant and agree as a covenant running with the land, to pay to the Association each and all of the charges assessed against such portion of the Property and/or assessed against such Owner by virtue of his or its ownership, as the same shall become due and payable with demand. The maintenance charge and special assessment charge herein provided for shall be personal obligations of the Owner to the extent that such charges have accrued during said Owner's period of ownership. Said charges shall also be a charge and a continuing lien upon the portion of the Property to which they relate together with all improvements thereon, as hereinafter more particularly stated. No Member shall be exempt or excused from paying any charges otherwise owing by abandonment of the portion of the Property owned by him or it, or by non-use of any services or facilities furnished, provided and maintained by the Association.

It is hereby acknowledged that, depending on the manner in which each portion of the Property is ultimately developed, the services provided by the Association which relate to each portion of the Property may vary in value and kind. Therefore, notwithstanding anything herein to the contrary, the Board may, in its discretion and considering such facts as it deems pertinent relative to the relationship of the Association to each portion of the Property and to any Owner, provide by written agreement with an Owner for maintenance charges and assessments on any portion of the Property owned (or leased pursuant to a ground lease) by such Owner which differs in amount, basis or method of computation of that provided in this Section 5.02.

- 5.03 The Annual Maintenance Charge. The annual maintenance charge provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board, which shall in no event be earlier than January 1, 1997. The maintenance charge and assessment for each calendar year shall be payable in such installments and on such dates as shall be fixed by the Board, which may provide that the maintenance charge and assessment for a calendar year be paid in equal quarterly, or semi-annual installments over such year, provided, however, that upon the purchase of ground lease of a portion of the Property, the Owner so acquiring such portion of the Property shall be obligated to pay to the Association that pro rata part of the full annual maintenance charge that could have been assessed on such portion of the Property which bears the same ratio to said full annual maintenance charge as the number of full calendar months remaining in the calendar year of purchase or lease bears to twelve (12) and which shall be payable in full upon such acquisition or in equal monthly, quarterly or semi-annual installments over the balance of the calendar year of purchase or lease, as the Board may determine.

The Board may decrease or increase the amount of the annual maintenance charge provided for herein at any time (but not more than twice in any calendar year) by the adoption of a resolution for such purpose, but no resolution increasing the annual maintenance charge shall become effective prior to the expiration of ninety (90) days from the date of its adoption, and each Owner subject to such assessment shall within thirty (30) days from such effective date, pay to the Association the proportionate part of such increase for the balance of the year in which such resolution is adopted; provided, however, that no resolution of the Board of Directors which fixes the rate (i.e., the amount of the annual maintenance charge per square foot of land subject to assessment within the Property) at which the annual maintenance

charge will be assessed at an amount (a) in excess of the sum of the maximum rate at which the annual maintenance charge could have been assessed (under the terms hereof) in the next previous year plus ten percent (10%) of such previous maximum rate, or (b) which is ten percent (10%) less than the previous year's annual maintenance charge; shall become effective unless and until such resolution is ratified either (a) by the written assent of the Members of the Association who in the aggregate then own at least fifty-one percent (51%) of the total land area within the Property, if no meeting of the membership is held for ratification, or (b) by the assent of fifty-one percent (51%) of the Members present and voting in person or by proxy at a special meeting of the membership of the Association called for this purpose and at which a quorum (hereinafter defined) is present. No increase or decrease in the annual maintenance charge shall take effect retroactively. If any resolution of the Board which requires ratification by the assent of the Members above provided shall fail to receive such assent, then the amount of the annual maintenance charge last in effect shall continue in effect until duly changed in accordance with the above provisions.

- 5.04 Special Assessments. The Board may from time to time, but not more frequently than once in any calendar year, and in an amount not to exceed the maximum permitted annual maintenance charge for the previous calendar year, by the adoption of a resolution for such purpose, subject to ratification by the Members as hereinafter provided, levy and impose upon such portions of the Property which are subject to the annual maintenance charge a special assessment for a specific amount, which shall be equally allocated to each square foot of land in said Property to create the Special Assessment Fund to be used for purchasing equipment or ~~facilities for any Maintenance Areas in the Property and or for defraying in whole or in part~~ the cost of constructing new capital improvements or altering, remodeling, restoring or reconstructing previously existing capital improvements upon such Maintenance Areas, including without limitation fixtures and personal property related thereto; provided, however, that before any such resolution shall become effective it must be ratified either (a) by the assent in writing of the Members who in the aggregate then own at least two-thirds (2/3) of the total land area within the Property, if no meeting of the membership is held for ratification, or (b) by the assent of two-thirds (2/3) of the votes of the Members who are present and voting in person or by proxy at a special meeting of the Members called for this purpose. The Owner of each portion of the Property subject to such assessment shall pay his or its special assessment to the Association at such time or times and in such manner as provided in such resolution.

- 5.05 Notice and Quorum at Meeting of Members Under Sections 5.03 and 5.04. Written notice of any meeting called for the purpose of taking any action required or authorized under Section 5.03 or Section 5.04 hereof shall be sent to all Owners not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members (in person or by proxy) entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, Page 283 of 368 another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.06 Fixing of Amounts and Dates: Certificates. The Board shall fix for each calendar year the date(s) upon which annual maintenance assessments (or installations thereof) are to be paid and the amount of the assessment against the Property for such year, at least thirty (30) days in advance of such date(s) and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by the Declarant and/or any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, at any time, within ten (10) days following demand therefor, furnish to any Owner subject to assessment a certificate in writing signed by an officer of the Association, setting forth whether the assessments required hereunder to be paid by such Owner have been paid.

5.07 Liens to Secure Assessments. The annual maintenance charge and special assessment charge, as hereinabove provided for, shall constitute and be secured by a separately valid and subsisting lien, hereby created and fixed, which shall exist upon and against each portion of the Property and all improvements thereon, for the benefit of the Association and all Members. Subject to the condition that the Association be made a party to any legal proceeding to enforce any lien hereinafter provided to be superior thereto, the lien hereby created shall be subordinate and inferior to:

A. All liens for taxes or special assessments levied by any applicable city, county or state governments, or any political subdivision or special district thereof; and,

~~B. All liens securing amounts due or to become due under any ground lease dated, or any mortgage or vendor's lien recorded with the Recorder, prior to the date payment of any such charges or assessments become due and payable, and any foreclosure of any such superior lien (or exercise of any power of sale contained in any mortgage or other security instrument), or through other legal proceedings in which the Association has been made a party, shall cut off and extinguish the liens securing annual maintenance charges and special assessments which became due and payable prior to the date upon which such foreclosure or sale has been completed or final judgment shall have been entered in such other legal proceedings (and all rights of appeal therefrom shall have expired), but no such foreclosure shall free any portion of the Property from the lien securing assessments thereafter becoming due and payable, nor shall the liability of any Member personally obligated to pay any such maintenance charges or special assessments which become due and payable prior to the date upon which such foreclosure or sale has been completed or final judgment shall have been entered in such other legal proceedings (and all rights of appeal therefrom shall have expired), be extinguished by any such foreclosure.~~

5.08 Effect of Non-Payment: Collection and Enforcement. If any annual maintenance charge or special assessment is not paid within thirty (30) days following the due date thereof, the same shall bear interest from the due date until paid at a rate equal to two percent (2%) per annum plus the per annum prime rate of interest quoted from time to time at Bank of America, or its successor, and if any such charges or assessments are placed in the hands of an attorney for collection or if suit is brought thereon or if collected through probate or other judicial proceedings, there shall be paid to the Association an additional reasonable amount, but not less than ten percent (10%) of the total amounts owing (including interest), as attorneys' fees. 284 of 368

The Association, as a common expense of all Members, may institute and maintain an action at law or in equity against any defaulting Member to enforce collection of any and all such amounts and/or for foreclosure of such liens. All such actions may be instituted and brought in the name of the Association. The procedures for establishing and enforcing liens shall be those set forth in NRS 278A.150 and 278A.160, as said provisions may be amended from time to time.

Each Member, by his assertion of title of claim or ownership or by his acceptance of a deed or ground lease to any portion of the Property, whether or not so provided in such deed or ground lease, shall be conclusively deemed to have expressly vested in the Association, and in its officers and agents, the right, power and authority to take all action which the Association shall deem proper for the collection of assessments and/or the enforcement and foreclosure of the liens securing the same.

ARTICLE VI

ARCHITECTURAL REVIEW COMMITTEE

6.01 Appointment of Architectural Review Committee. Declarant shall initially appoint an Architectural Review Committee which shall consist of not less than three (3) persons who ~~need not be members of the Association. Declarant shall retain the right to appoint, augment,~~ or replace members of the Architectural Review Committee until ten (10) years after the date of the recording of this Declaration or until ninety percent (90%) of the lots within the property are conveyed to Owners other than Declarant, whichever first shall occur. Ten (10) years after the date of the recording of this Declaration, or when ninety percent (90%) of the lots within the Property are conveyed to Owners, whichever first shall occur, the right to appoint, augment or replace members of the Architectural Review Committee shall automatically be transferred to the Board.

6.02 Approval and Conformity of Building Plans.

The Architectural Review Committee shall be responsible for determining that development plans conform to the Design and Development Standards referred to in Article VIII and to any supplemental standards which the Board from time to time may adopt.

Except as otherwise provided in Section 6.04, the following procedures and limitations shall apply to all development on the Property:

- A. No building, fence, wall or other structure shall be commenced, erected or maintained on the Property nor shall there be any additions, deletion or change in the exterior of structures or improvements, unless plans and specifications have been submitted to and approved by the Architectural Review Committee.
- B. The address of the Architectural Review Committee shall be designated by the Board pursuant to the Bylaws. Such address shall be the place for the submittal of plans and

specifications and the place where a current copy of the Design and Development Standards are kept.

- C. Unless such rules regarding submission of plans as set forth in Article VII are complied with, such plans and specifications shall be deemed not submitted.
 - D. The Architectural Review Committee may delegate plan review responsibilities to two or more members of such Architectural Review Committee. Upon such delegation, the approval or disapproval of plans or specifications by such persons shall be deemed equivalent to approval or disapproval by the entire Architectural Review Committee. The approval or disapproval of plans or specifications shall take not longer than forty-five (45) days after said plans or specifications are submitted to the Architectural Review Committee for review.
 - E. Time limitations for the completion of any architectural improvements for which approval is required pursuant to the Design and Development Standards shall be adhered to.
- 6.03 Appeal. In the event plans and specifications submitted to the Architectural Review Committee in accord with the provisions of Article VII are not approved, the party or parties making the submission may appeal in writing to the Board. The written request must be received by the Board not less than thirty (30) days following the final decision of the Architectural Review Committee. ~~Within thirty (30) days following receipt of the request for~~ appeal, the Board shall render a decision on the appeal. Failure of the Board to render a decision within said thirty (30) days shall be deemed a decision in favor of the appellant.
- 6.04 Non-Applicability to Declarant. The provisions of this Article and Article VII shall not apply to any property owned by Declarant prior to its first conveyance by deed or leasehold to a person other than Declarant.
- 6.05 Architectural Review Fees. The Architectural Review Committee may establish a reasonable fee not to exceed \$250.00 (Two Hundred Fifty Dollars) to defray costs in connection with the review of plans and specifications.

ARTICLE VII SITE PLAN REVIEW PROCEDURE

- 7.01 Pre-design Conference. (First Meeting) Prior to committing to any lot or building design, the Owner and any of Owner's professional consultants will meet with the Architectural Review Committee to review the design standards and the Owner's proposed design. Page 286 of 368

At this meeting the Owner shall be expected to outline to the Architectural Review Committee, as much as possible, the project in terms of its land use, building size, building mass arrangement, number of potential employees, kinds of projects, material use expected (especially any hazardous materials), and proposed construction timetable.

7.02 Schematic Plan Review. (Second Meeting) At this stage Owner will be responsible for submitting three (3) sets of preliminary schematic Site Plans detailing the following Lot and Building information:

- A. Owner's name, address, and telephone number(s), the name, address, and telephone number of the firm(s) preparing the plans, the Lot designation, the scale and north arrow, the date, legal description of net and gross lot area, and the date of submission;
- B. Location plan of the proposed Improvements, dimensions of front, side and rear yards and other related site development information and calculations;
- C. Preliminary plan identifying type and style of all exterior lighting systems and methods for screening any visually objectionable external apparatus, i.e. electrical switch gear, gas meters, water meters, transformers;
- D. Landscape and irrigation plan identifying proposed plant material and water sources;
- E. Parking lot and service area (including trash container areas) layout plans;
- F. Elevations of buildings from all public or private thoroughfares at an appropriate scale sufficient to clearly indicate the placement and massing of the buildings. The following building details shall also be provided:
 - 1. Heights of all improvements. The final submission shall indicate, by two dimensional drawing and graphic representation, the mounting heights of all lighting fixtures;
 - 2. Windows, doors, and other fenestration;
 - 3. All exterior materials and colors;
 - 4. Type and construction of materials to be used in screening roof mounted equipment.
- G. Exterior sign location plan, at an appropriate scale. (The final submission shall include details for all signs and graphics;)
- H. A preliminary ingress and egress traffic plan showing anticipated number and types of vehicles entering the property;
- I. The location of public rights of way and private driveways for all adjacent properties, both adjoining and across any rights of way.
- J. Pedestrian pathway connections to adjacent common area pedestrian pathway(s).

7.03 Site Plan Review and Approval. Based on approval of previous concept designs. Owner shall submit to the Architectural Review Committee a detailed site plan utilizing a format containing 24" by 36" or 30" by 42" presentation quality originals or reproductions, mounted on rigid foam core boards. The site plan submittal shall be in accordance with the requirements outlined below:

- A. A Site Plan sheet showing the relationship of the building's location on a particular lot relative to existing and proposed topography, landscaping, drainage, etc.;
- B. A sheet showing the front, rear and side elevations and heights of the proposed building(s);
- C. Design development level building plans, including finished floor plans and elevations and cross sections;
- D. Colorboards and material samples of all exterior building materials to be utilized showing textures, colors, fenestration, and other detailing necessary for actually depicting the finished building and its lot;
- E. Detailed drawings showing the proposed design of all exterior signs, including elevation, dimensions, location, material, lettering, color, and lighting. This would include drawings depicting the design of the main entrance onto the lot;
- F. A report detailing the operation relative to environmental questions of noise, odor, glare, vibration, smoke, dust, ashes, radiation, hazardous or noxious wastes, and any other factors requested by the Owner;
- G. Right-of-way lines of existing and proposed streets and sidewalks immediately adjoining and within the proposed lot, and the names of all proposed streets (if applicable);
- H. Location of curb cuts for applicant's lot;
- I. Location of curb cuts for adjacent lots;
- J. A plan for traffic engineering showing anticipated number and types of vehicles and how they will be routed, including location, dimension and proposed use of all parking, loading, and stacking areas and access drives;
- K. Utilities plan showing sanitary sewer, water (including location of fire hydrants), electric, telephone, industrial waste disposal method, and exterior building, parking lot, and exterior lighting systems. Utilities plan showing any visible external apparatus, i.e. electrical switch gear, gas meters, water meters, transformers, including proposals to shield or screen such visually objectionable improvements;
- L. Landscape and irrigation plan showing existing and proposed plant material indicating quantity, quality, species and sizes for the plant material, and water sources for all

planted areas, and demonstrating a design that does not permit overspray or runoff onto the streets or sidewalks. Indicate locations and approximate sizes for backflow preventer(s) and irrigation controller(s);

- M. Location of all common areas;
- N. Location of all lighting facilities, fences, street furniture and directional signs;
- O. Existing and proposed water courses and direction flow;
- P. A clearing, grading and drainage plan showing clearing limits, existing and finished grades and proposed methods of handling storm runoff from roof and paved areas with erosion control measures indicated;
- Q. Storm drainage calculations by a person licensed to design a storm drainage system;
- R. Height, building elevations, floor plans, and proposed use of all improvements;
- S. Roof plan at an appropriate scale, indicating the location and size of all roof-mounted equipment;
- T. Such other reasonable information as may be required by Architectural Review

~~Committee.~~

Approval, rejection or recommendation of the Site Plan by Architectural Review Committee shall not be unreasonably withheld. The Architectural Review Committee reserves the right to request a meeting with the applicant or the applicant's architect to discuss the design at this stage.

- 7.04 Working Drawings and Construction Specifications. Upon final Site Plan approval from the Architectural Review Committee, the Owner will be responsible for submitting building plans, structural calculations and soils reports to the City of Las Vegas for review and approval as to conformance with applicable codes. Upon approval of the building plans and specifications, a building permit will be issued by the City of Las Vegas.

The Owner, prior to the start of construction, shall submit three (3) sets of its final required working drawings and construction specifications to the Architectural Review Committee to insure adherence to the previously approved Site Plan design.

The Architectural Review Committee shall submit its approval in writing to the applicant.

Each Owner shall have produced and maintain, on site, reproducible "as built" record drawings of all permanent on site improvements including but not limited to site, utilities, landscape/irrigation, architectural, mechanical, electrical and structural designs. All record drawings shall be kept current by adding any subsequent modifications to the on site facilities and shall remain with the facilities.

ARTICLE VIII DESIGN AND DEVELOPMENT STANDARDS

- 8.01 Standards. The Design and Development Standards are incorporated herein as Exhibit F. The Board may adopt from time to time such additional standards relating to design and development as it deems appropriate.

Each and every development or improvement (or portion thereof) within the Property shall conform to all such design and development standards as are applicable. Variances from such standards may be granted by the Board on such terms as it deems appropriate.

ARTICLE IX ENVIRONMENTAL PROTECTION

- 9.01 Intent. It is the intent of this Article to provide that all permitted activities within the boundaries of the property shall be established and maintained with proper appearance from all adjacent public rights-of-way and from adjoining properties. Further, all uses permitted to exist within the Property shall control on-site noise, odor, glare, vibration, smoke dust, liquid ~~wastes, radiation, radioactivity, toxic materials, and other factors considered to be offensive or~~ safety hazards to the standards contained in this Article. In addition to the Environmental Performance Standards contained in this Declaration, all Local, State and Federal regulations shall be followed, including standards established by the Clark County District Board of Health.

- 9.02 Measurement. Each measurable standard shall be measured on a regular basis or when deemed appropriate by the Board of Directors of the Association. Measurements shall be made by trained professionals, using the appropriate testing equipment, and retained by such Board for monitoring purposes.

- 9.03 Standards.

A. Noise. Noise shall be measured on each Lot Line of the Lot. Noise shall be muffled so as not to become objectionable due to intermittence, beat frequency, shrillness or intensity. At the Lot Line the sound pressure level of noise radiated continuously from a facility shall not exceed the values given in Tables 9-1 and 9-2 in any octave band frequency. The sound pressure level shall be measured with a Sound Level Meter and an Octave Band Analyzer that conforms to specifications published by the American Standards Association. (American Standard Sound Level Meters for Measurement of Noise and Other Sounds, 2224.3 - 1944, and American Standard Specifications for the Octave Band Filter Set for the Analysis of Noise and Other Sounds, 24.10 - 1953, American Standards Association, Inc., New York, New York, shall be used, or any revised version thereof.) Page 290 of 368

TABLE 9-1

Maximum permissible sound pressure levels at specified points of measurement for noise radiated continuously from a facility.

Frequency Band In Cycles Per Second	Decibel Level *
20 - 75	69
75 - 150	54
150 - 300	47
300 - 600	41
600 - 1,200	37
1,200 - 2,400	34
2,400 - 4,800	31
4,800 - 10,000	28
10,000 - 20,000	26
20,000 - 30,000	25
30,000 - 40,000	24
40,000 - 50,000	23

* According to the following formula:

Sound Pressure Level in Decibels - $P_1 - 10 \log_{10} P_2$ Where P_2 equals 0.0002 dynes/cm²

If the noise is not smooth and continuous, one or more of the corrections in Table 9-2 below shall be added to or subtracted from each of the decibel levels given above in Table 9-1.

TABLE 9-2

Type Of Operation Of Character of Noise In Decibels	Correction
Noise source operates less than 20% of any one (1) hour period	Plus 5*
Noise source operates less than 5% of any one (1) hour period	Plus 10*
Noise source operates less than 1% of any one (1) hour period	Plus 15
Noise of impulsive character, (hammering, etc.)	Minus 5
Noise of periodic character, (hum, screech, etc.)	Minus 5

- B. Odors. Odors from any use shall not be discernible at any Lot Line.

The values given in Table III (Odor Thresholds), Chapter 5, "Physiological Effects," in the Air Pollution Abatement Manual, by the Manufacturing Chemists' Association, Inc., Washington DC, copyright 1951, shall be used as standard in case of doubt concerning the character of odors emitted. In such case, the smallest value given in Table III shall be the maximum odor permitted.

- C. Glare. Glare, whether direct or reflected, such as from floodlights or high temperature processes, and as differentiated from general illumination, shall not be visible at any Lot Line.

- D. Exterior Lighting. Any light used for exterior illumination shall direct light away from adjoining properties.

- E. Vibration. Vibration shall not be discernible, at any Lot Line, to the human sense of feeling for three (3) minutes' or more duration in any one (1) hour. Vibration shall not produce at any time an acceleration of more than one-tenth (0.1) gravities or shall not result in any combination of amplitudes and frequencies on any structure beyond the "safe" range of Table 7, United States Bureau of Mines Bulletin No. 442, "Seismic Effects of Quarry Blasting." The methods and equations of said Bulletin No. 442 shall be used to compute all values for the enforcement of this provision.

- F. Smoke. Measurement shall be at the point of emission. The Ringleman Smoke Chart published by the United States Bureau of Mines shall be used for the measurement of smoke. Smoke not darker or more opaque than Number 1 on said chart may be emitted for periods not longer than four (4) minutes in any thirty (30) minutes. This provision, applicable to visible gray smoke, shall also apply to visible smoke of a different color but with an equivalent apparent opacity.

- G. Dust. Solid or liquid particles shall not be emitted at any point in concentration exceeding three-tenths (0.3) grains per cubic foot of the conveying gas or air. For measurement of the amount of particles in gases resulting from combustion, standard corrections shall be applied to a stack temperature of five hundred (500) degrees Fahrenheit and fifty percent (50%) excess air.

- H. Gases. Fumes or gases shall not be emitted at any point in concentrations or amounts that are noxious, toxic, or corrosive. The values given in Table V ("exposures to Substances Causing Injury to Vegetation") in the latest revision of Chapter 5, "Physiological Effects", in the Air Pollution Abatement Manual, by the Manufacturing Chemists' Association, Inc., Washington, D. C., and the Ambient Air Quality Standards of the Clark County District Board of Health in the Air Pollution Control Regulations dated October 25, 1979, or revised thereafter, are hereby established as guidelines for the determination of permissible concentration or amounts.

- I. Hazards. Any research operation shall be carried on with reasonable precautions against fire and explosion hazards. All areas inside and outside of Buildings shall conform to all City fire codes.
- J. Radiation. Research operations shall cause no dangerous radiation at any Lot Line or in any area where people outside Lot Lines could be expected as specified by the regulations of the United States Nuclear Regulatory Commission.
- K. Radioactivity. Operations shall cause no radioactivity at any Lot Line or in any area where non-employees could be expected in violation of Title 10, Chapter 1, Part 20, Code of Federal Regulation, "Standards for Protection Against Radiation," dated January 26, 1957, or any subsequent revision or amendment thereof.
- L. Electrical Radiation. Any electrical radiation shall not adversely affect at any point, any operations or any equipment other than those of the creator of the radiation. Avoidance of adverse effects from electrical radiation by appropriate single or mutual scheduling of operations is required.
- M. Waste. All sewage and industrial wastes shall be treated and disposed of in such manner as to comply with the water quality standards applicable to the classification assigned to the receiving waters by the State of Nevada and the City of Las Vegas. Approval of the Declarant of all plans for waste disposal facilities shall be required before the issuance of any Site Plan approvals.

ARTICLE X

STORM DRAIN PROTECTION

Each lot shall discharge storm water runoff and other water runoff into the public storm drain system provided by Declarant. The Declarant may approve alternate methods of handling storm drain discharge.

ARTICLE XI

MECHANICAL/ELECTRICAL EQUIPMENT AND UTILITIES

- 11.01 Utilities. Water mains, sanitary sewers, electric and telephone service shall be located underground in public rights-of-way or within utility easements as approved by Declarant. Owners shall coordinate utility hookups to industrial lots within the property.
- 11.02 Mechanical/Electrical Equipment. Mechanical, electrical, HVAC, cooling fans, storage tanks, communication towers, satellite dishes, vents, or any other structures or equipment shall either be made architecturally compatible with the primary structure on a Lot or shall be screened from public view, at the discretion of the Architectural Review Committee.

ARTICLE XII OUTDOOR STORAGE AND FENCING

No outside storage or operations of any kinds shall be permitted in any required yard setback, nor storage on any other lot area unless properly screened. The area used for storage shall be limited to the rear one half of each lot, exclusive of rear yard setbacks. All fire and hazard regulations must be followed regarding inside and outside storage.

Outside storage areas shall be screened by fences, walls, vegetation or any effective combination thereof. Such screening shall be at least six (6) feet but not more than eight (8) feet in height and shall effectively screen the material or equipment being stored. All fences and walls shall be constructed in a manner and with materials in keeping with the design and color of the buildings on the site. All walls and fences will be opaque, preventing any viewing inside the storage area from adjacent streets or parcels. If vegetation buffers are used, they shall be so constructed to meet the same standards for screening as a wall or fence.

All fences adjacent to streets shall be set back from the property line in accordance with the set back standards designated in the Design and Development Standards. Sidewalks along the property line shall be a minimum of six (6) feet wide. Landscaping shall be planted along interior of sidewalks and exterior of fences according to standards designated in the Design and Development Standards. Undulating berms shall be constructed in front of walls that are erected next to a street. Fences that are adjacent to streets shall be constructed in a manner and of a material that is aesthetically appealing, including decorative block, stucco, brick, and other similar materials, but excluding plain face concrete/cinder block. When a fence is erected along an interior lot line, the Architectural Review Committee (ARC) may allow at it's sole discretion, the fence to be constructed to the lot line taking into account surrounding land uses, and the required landscape may be inside the fence. Landscape areas allowed within the fence shall be no less than five (5) feet wide. Parking spaces may be designed to abut the landscape area subject to the approval of the ARC.

Trash enclosures, regardless of size, shall be of block wall construction or equivalent on three (3) sides and of adequate height to screen all trash receptacles. All sides of such enclosures shall be finished in a material, texture, and color in keeping with the building(s) on the site. The remaining side of the enclosure, which will not be visible from adjoining streets or parcels, shall be screened and/or gated to effectively block visual access into the enclosure, except during trash collection. This screening and/or gate will be in a material and color in keeping with the building(s) on the site.

ARTICLE XIII BUILDING CODE COMPLIANCE

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Each Owner shall comply with all applicable City, County, State, and Federal codes, regulations and ordinances.

ARTICLE XIV CONSTRUCTION REGULATIONS

- 14.01 Intent. Development of the Center is expected to take several years to complete. In order to maintain an attractive setting during the extended construction period, the following special criteria shall be imposed to ensure that maximum environmental and visual protection is provided.
- 14.02 Equipment Access. Street access to each lot shall be limited to one location approved by Declarant. Mud, dirt, and debris deposit on any street at the access point shall be washed or removed daily to avoid compaction and damage to improvements inside the right-of-way.
- 14.03 Temporary Structures. Temporary structures, portable offices, and other related facilities shall be maintained in good repair and arranged in a compact and organized manner on the Lot. These facilities shall be situated so as not to be obtrusive or unsightly when seen from the street or adjacent properties. Location shall be submitted and approved as part of the Site Plan review process. All temporary structures shall be disassembled and removed not more than sixty (60) days after the construction of permanent structures has been completed.
- 14.04 Temporary Utilities. All temporary utilities on the construction lot shall be contained in a single, unobtrusive arrangement. Distribution to the various areas of construction shall be from an on-site location, approved by Declarant.
- 14.05 Equipment and Materials Storage. The area designated for storage of equipment and materials shall be at a location that shall be visually unobtrusive from the street and adjacent properties. Mobile equipment is to be arranged in an orderly manner at the end of each work day.
- 14.06 Construction Debris. Construction debris shall be concealed during construction by locating it in a visually screened place until it is removed on a regular basis. If a debris pit is used during construction, protective fencing shall be required. Burial of debris will not be permitted.
- After construction is completed, temporary barriers, surplus materials, and all trash, debris, and rubbish shall be promptly removed from the Lot. All backfill shall be cleared of building material, stone, and rubbish.
- 14.07 Soil Stockpiling. Both topsoil and fill material stockpiled on the Lot shall be seeded or mulched and appropriately graded to avoid erosion. Stockpiles shall be maintained and kept weed free.
- 14.08 Erosion and Siltation Control. Erosion and sedimentation control shall be required during construction. The controls shall be planned as an integral part of the construction operation. An erosion control plan shall be approved by Declarant prior to commencement of construction.

- 14.09 Notification Of Construction Or Similar Event. Any Owner or occupant who proposes to undertake a construction or similar event which may or will cause the disruption of utilities or free traffic movement, or which may or will restrict in some other manner the use of another's property, must first notify the Association in writing at least ten working days prior to the event, unless the event is of an emergency nature.

ARTICLE XV MAINTENANCE

- 15.01 General. Each Owner shall, at all times, keep his lot, buildings and related improvements in a safe, clean, and neat condition, and shall comply with all laws, ordinances, and regulations pertaining to health and safety. Each Owner shall provide for the timely removal of trash and rubbish from his lot.
- 15.02 Street Setback. Each Owner is required to maintain landscaping adjacent to a public or private street in accord with the landscape maintenance standards established by Declarant. This shall include, but is not limited to: regular irrigation, weeding, pruning, application of pesticides and fungicides as necessary, mowing of turf and regular feeding.

- 15.03 Maintenance Responsibilities. Table 15-1 delineates maintenance responsibilities within the Property

TABLE 15-1

Facilities to be	City of	Owners	Lot
Maintained	Las Vegas	Association	Owners Other
A. Streets (public)	X		
Median Landscaping/ Hardscaping	X		
Street Paving & Striping	X		
Traffic Signals & Control Signs	X		
Street Signs	X		
Street Lights	X		
Sidewalks			X
B. Utilities			
Major Water (In Streets or Public Easements)			(1)
On-site Water			X
Drainage Natural	X		
Natural Gas			(2)
Electric			(3)
Telecommunications			(4)
Cable			(5)
C. Amenity Space		X	
Project Entry Signs		X	

Notes:

- 1) Water facilities within public rights-of-way and public easements shall be the responsibility of the Las Vegas Valley Water District.
- 2) Natural gas facilities within public rights-of-way and public easements shall be the responsibility of Southwest Gas Company.
- 3) Electrical facilities within public rights-of-way and public easements shall be the responsibility of the Nevada Power Company.
- 4) Telecommunications facilities in public rights-of-way and public easements shall be the responsibility of the Sprint/Central Telephone Company of Nevada.
- 5) Cable facilities within public rights-of-way and public easements shall be the responsibility of the cable provider.

15.05 Enforcement. If any Owner fails to maintain his Lot or Parcel in accordance with the provisions of this Article in such manner as may be deemed necessary by the Board to

preserve and protect the value and attractive appearance of the Property, the Board may give such Owner written notice stating with particularity the work or repair which the Board finds to be required and requesting the same be carried out or undertaken and diligently pursued within thirty (30) days from the giving of such notice. Should the Owner fail to carry out or undertake such maintenance and repair, the Association through its authorized agent or agents shall have the right and power to enter onto the Lot or Parcel and perform such care and maintenance without any liability to any person for wrongful entry, trespass or otherwise. The Owners of any part of the Property on which such work is performed shall be jointly and severally liable for the cost of such work and shall promptly reimburse the Association for such cost. If such Owner shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of the Owner, and may be asserted as a lien against the Lot or Parcel on which said work was performed and otherwise enforced in all respects as provided in Article V for maintenance charges and special assessments.

ARTICLE XVI GENERAL PROVISIONS

16.01 Term. The provisions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association, the Committee or the Owner or Owners of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for an initial term commencing on the date this Declaration is recorded with the Recorder, and ending on January 1, 2096. Except as otherwise provided in this Declaration, during such initial term this Declaration may be amended or terminated only by an instrument (a) signed by the then Owners of not less than seventy percent (70%) of the total area, on a square footage basis, within the Property, and (b) recorded with the Recorder. Notwithstanding, and in addition to, the provisions of the preceding sentence, no amendment to this Declaration, during its initial term, concerning the following matters shall be effective unless it is first approved by the holders of first mortgages or deeds of trust that cover at least 70% of the total area, on a square footage basis, of those portions of the Property that will be affected by the amendment and are subject to a first mortgage or deed of trust:

- A. Common Areas
- B. Purposes of the Enterprise Park
- C. Member Voting Rights
- D. Assessments and Assessment Liens
- E. Property Maintenance Obligations

Upon the expiration of its initial term, this Declaration (as amended, if amended) and all of the provisions hereof, shall be automatically extended for successive periods of ten (10) years each. Except as otherwise provided in this Declaration, during such ten (10) year extension periods, this Declaration may be amended or terminated only by an instrument (a) signed by the then Owners of not less than seventy percent (70%) of the total area, on a square footage basis, within the Property, and (b) recorded with the Recorder.

16.02 Enforcement. Declarant, the Association, the Committee, and/or any Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, covenants, conditions, reservations, liens, charges, assessments and all other provisions set forth in this Declaration ~~(or any supplement or amendment thereto), provided, however, that the failure or refusal of~~ any such person to take any action to enforce any provision hereof shall not render such person liable in any manner for such failure or refusal. Failure or refusal of any Person entitled to enforce the provisions hereof to take any action upon any breach or default of or in respect to any of the foregoing shall not be deemed a waiver of such Person's (or any other Person's) right to take enforcement action upon any subsequent breach or default.

16.03 Amendments by Declarant. Declarant shall have the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and recorded with the Recorder for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan of development as evidenced by this Declaration and shall not impair or affect the vested property or other rights of any Owner or any Owner's Mortgagees.

16.04 Additional Restrictions. Declarant may impose additional restrictions on any Parcel by appropriate provision in the deed or ground lease conveying or leasing such Parcel to an Owner (or, so long as Declarant owns the Parcel in question, by recording with the Recorder an instrument containing such additional restrictions), without otherwise modifying the ~~general plan set forth herein, and any such other restrictions shall inure to the benefit of and be~~ binding upon the parties to such deed or ground lease (or the Owner(s) thereafter acquiring an interest in such Parcel) in the same manner as if set forth at length herein.

16.05 Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible to differing or conflicting interpretation, that which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

16.06 Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

16.07 Notices. Any notice required to be sent to any Owner or Declarant or any Ground Lessee under the provisions of this Declaration shall be deemed to have been properly given when delivered personally or mailed postage prepaid to the last address of such Person on file with the Association at the time of such mailing.

16.08 General and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

16.09 Severability. Invalidation of any one or more of the covenants, restrictions, conditions, or provisions contained in this Declaration, or any part thereof, shall in no manner affect any of the other covenants, restrictions, conditions or provisions hereof, which shall remain in full force and effect.

16.10 Construction. This Declaration shall be construed in accordance with the laws of the State of Nevada.

ARTICLE XVII ANNEXATION

17.01 Right to Annex Land. During the initial term of this Declaration, Declarant shall have the right from time to time to annex additional land which is adjacent to the Property and to bring such land within the general plan and scheme of this Declaration. Said annexation shall be accomplished by recording a supplemental declaration which incorporates by reference the provisions of this Declaration, and establishes such additional covenants, conditions, restrictions and other limitations with respect to such additional land as Declarant, in its sole discretion, may deem appropriate.

IN WITNESS WHEREOF the City has caused this Declaration to be approved this ____ day of ____
1997.

CITY OF LAS VEGAS

By: _____
JAN LAVERTY JONES, MAYOR

Approved as to form: _____

Date: _____

ATTEST:

BARBARA JO RONEMUS: CITY CLERK

STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

On this Day of , 1997, personally appeared before me, a Notary Public, Jan Lavery Jones, personally known to me to be the Mayor of the City of Las Vegas, Nevada, a municipal corporation, who acknowledged that she executed the above instrument on behalf of said municipal corporation.

Notary Public In and For Said County and State

Legal Description

DESIGN AND DEVELOPMENT STANDARDS LAS VEGAS ENTERPRISE PARK

INTRODUCTION

Site Location

The Las Vegas Enterprise Park is a 75 acre mixed use business park currently being developed by the City of Las Vegas. The Enterprise Park is located on the Southwest corner of Martin Luther King Boulevard and Lake Mead Boulevard.

Project

The Las Vegas Enterprise Park is intended to be utilized as a mixed use business park under the City's zoning standard. The standard provides for an environment exclusively for and conducive to the development and protection of modern administrative facilities, research institutions and specialized manufacturing operations, all of non-nuisance type. It is intended that the uses permitted will not generate certain conditions which are typical of many manufacturing and industrial operations, such as noise smoke, objectionable odors, dust, noxious gases and other industrial wastes, vibrations, glare, heat and fire hazards. The essence of the business park is to provide for an aesthetically attractive working environment with well landscaped grounds, attractive buildings, ample employee parking and other amenities appropriate for developments in the Enterprise Park.

Purpose of the Design and development Standards

The design and development standards contained in this document are intended to ensure that the goals and intent of the Enterprise Park Master Plan are carried out as each phase of the Enterprise Park is constructed. The standards can thus serve as an information source to potential builders, architects and future tenants of the Enterprise Park and secondly as a regulatory mechanism to ensure that all on-site and off-site improvements have been implemented consistent with the tenets of the Master Plan.

Relationship to the Conditions Covenants and Restrictions (CC&R's)

Accompanying the Design and Development Standards are Conditions, Covenants and Restrictions (CC&R's) which are to be formally adopted and recorded. Among other functions, the CC&R's establish an Architectural Review Committee within the Enterprise Park to ensure compliance with these standards.

Plan Review Process

The Conditions, Covenants and Restrictions establish an Architectural Review Committee as part of the Enterprise Park. The purpose of the Board is to review all improvement plans and provide for an approval process which will ensure compliance with the overall Master Plan and with the Design and Development Standards. The

CC&R's set forth site plan review procedures and processes as well as those items which are required to be submitted to the Committee.

PROJECT WIDE STANDARDS

The standards contained in this section governs elements common to all portions of the Enterprise Park. They are intended to promote an integrated, comprehensive design appearance to the major elements which comprise the Enterprise Park such as parkway landscaping, utility undergrounding and the like. Following sections will specify standards for individual uses.

1. Permitted Uses

Uses permitted in the Enterprise Park are contained in Article III of the CC&R's. Uses in the Enterprise Park include manufacturing, assembly, distribution and service of durable and non-durable goods, modern administrative facilities and research institutions and to some extent, other uses that are determined to conform to the overall standard of the Enterprise Park. Retail commercial uses are also allowed within the Enterprise Park to ensure that a full range of services are available to Enterprise Park users.

Other permitted uses in the Enterprise Park may be established in designated areas of the park as depicted in figure-5, and noted under a designated commercial use. Such uses may include shops, stores, retail and wholesale commercial establishments for the dispensing of goods or services excluding any wholesales storage or warehousing; banks and financial institutions, laundry and dry cleaning establishments, restaurants, hospitals, convalescent care facilities, places of assembly, theaters, fraternal halls, bowling alleys, office buildings and commercial condominiums; automotive service stations for the sale of gasoline, oil, washes and minor accessories only where no repair work is done, except minor repairs made by the attendant.

2. Streetscape Treatment

A Streetscape theme will be established in the Enterprise Park along all public rights of ways. This theme consists of vertical, upright evergreen or deciduous trees planted in a line thirty (30) feet on center. As an alternative the ARC may approve informal groupings of evergreen or deciduous trees to be planted. Groupings shall consist of three or five trees, with an average of one tree for each thirty (30) feet of street frontage, as depicted in Figure 1. Drought tolerant landscape is encouraged throughout the Park.

All trees are to be planted on a low landscaped berm, which is intended as a screen for parking areas adjacent to the street. The following specifications apply to streetscape plantings.

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- Trees: Minimum size 24" box
- Shrubs: Minimum size - five gallon

- Ground Covers: To be installed from one gallon containers or flats and stabilized on slopes using jute netting stapled to slope or equivalent method. Turf may be seeded (flat areas only), sodded, or hydroseeded.

All plants shall have a growth habit normal to the species and shall be sound, healthy, vigorous, and free from insect pest, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions or other objectionable disfigurements. Tree trunks shall be sturdy and well "hardened off." All plants shall have normal, well-developed branch systems, and vigorous and fibrous root systems which are neither root nor pot-bound and free of kinked or girdling roots. All trees shall stand reasonably erect without supports.

Maintenance shall begin immediately after planting and shall continue on a permanent basis. Required maintenance includes:

- Pruning, cultivating and weeding of trees, shrubs and other plants as required for healthy growth;
- Restoring of watering basins;
- Tightening and repair of stakes and ties;
- Resetting of trees and shrubs to proper grades or vertical positions as required;
- Spraying as required to keep trees and shrubs free of insects and disease;
- Fertilizing of plants to maintain sound, healthy growing condition;
- Lawn maintenance as required to maintain a smooth, uniform lawn free of crooked, brown or bare areas, such maintenance to include watering, fertilizing, weeding, mowing, trimming and other operations such as rolling, regrading and replanting.

Landscape and irrigation plans must be designed and must operate in a manner that does not permit overspray or runoff onto streets or sidewalks.

Following is a list of acceptable tree, shrub and ground cover plant material for the Enterprise Park:

Trees:

Acacia schaffneri
Albizia julibrissin
Acacia stenophylla
Arbutus unedo
Brachychiton populneus
Cupressus glabra
Callistemon citrinus
Cupressocyparis leylandil
Cercidium floridum
Chamaerops humilis
Chilopsis linearis
Callistemon viminalis

Schaffner's Acacia
Silk Tree (Mimosa)
Shoestring Acacia
Strawberry Tree
Bottle Tree
Arizona Cypress
Lemon Bottle Brush
Leyland Cypress
Blue Palo Verde
Mediterranean Fan Palm
Desert Willow
Weeping Bottle Brush

Cupressus sempervirens	Italian Cypress
Eriobotrya japonica	Loquat
Fraxinus velutina 'Modesto'	Modesto Ash
Fraxinus velutina 'Rio Grande'	Fantex Ash
Fraxinus velutina	Arizona Ash
Gleditsia triacanthos inermis 'Moraine'	Moraine Locust
Gleditsia triacanthos inermis 'Rubylace'	Honey Locust Rubylace
Gleditsia triacanthos inermis 'Shademaster'	Shademaster Honey Locust
Juniperus scopulorum "Tolleson's Green Weeping"	Tolleson's Green Weeping
Lagerstroemia indica	Crape Myrtle
Ligustrum lucidum	Glossy Privet
Olea europaea 'Swan Hill'	Fruitless Olive
Parkinsonia aculeata	Mexican Palo Verde
Prosopis chilensis	Mesquite Chilean
Phoenix dactylifera	Date Palm
Pinus clarkii	Mondel Pine
Pinus halepensis	Aleppo Pine
Pinus pinea	Italian Stone Pine
Prosopis glandulosa	Honey Mesquite
Phoenix canariensis	Canary Island Date Palm
Polocarpus gracilior	Fern Pine
Prunus caroliniana	Carolina Cherry Laurel
Prunus cerasifera 'Atropurpurea'	Purple Leaf Plum
Pistacia chinensis	Chinese Pistache
Platanus acerifolia	London Plane Tree
Prosopis chilensis	Chilean Mesquite
Prosopis pubescens	Screwbean Mesquite
Podocarpus macrophyllus	Yew Pine
Quercus ilex	Holly Oak
Quercus virginiana 'Heritage'	Heritage Oak
Rhus lancea	African Sumac
Trachycarpus fortunei	Windmill Palm
Vitex agnus castus	Chaste Tree
Washington filifera	California Fan Palm
Washington robusta	Mexican Fan Palm Yucca
Yucca brevifolia	Joshua Tree
Yucca elata	Soap Tree

Shrubs and Groundcover:

Abelia grandiflora 'Compacta'	Glossy Abelia
Acacia redolens	Creeping Acacia
Baileya multiradiata	Desert Marigold
Baccharis 'Centennial'	Dwarf Centennial Bush
Baccharis sarothroides	Desert Broom
Cassia artemisioides	Feathery Cassia
Carpobrotus edulis	Hottentot Fig Ice Plant

Caesalpinia gilliesi	Yellow Bird of Paradise
Cassia phyllodenia	Senna
Cassia nemophylla	Desert Cassia
Caesalpinia pulcherrima	Red Bird of Paradise
Campsis radicans	Common Trumpet Creeper
Cassia wislizeni	Shrubby Senna
Cotoneaster buxifolius	Gray Leaf Cotoneaster
Convolvulus cneorum	Bush Morning Glory
Cortaderia selloana	Pampas Grass
Cotoneaster horizontalis	Rock Cotoneaster
Dalea greggi	Indigo Bush
Dasyllirion wheeleri	Desert Spoon
Dodonaea viscosa	Purpurea Hopseed Bush
Euonymus fortunei 'Colorata'	Purple Leaf
Euonymus	
Euonymus japonica	Evergreen Euonymus
Elaeagnus ebbingei	Ebbing Silverberry
Encelia farinosa	Brittlebush
Euryops pectinatus	Golden Shrub Daisy
Festuca ovina glauca	Blue Fescue
Genista racemosa	Easter Broom
Gelsemium sempervirens	Carolina Jessamine
Gazania hybrida 'Copper King'	Copper King Gazania
Gazania rigens leucolaena	Trailing Gazania
Hedera helix	English Ivy
Hesperaloe parviflora	Red Yucca
Hemerocallis hybrids	Day Lily
Ilex cornuta 'Burfordii'	Burford Holly
Ilex cornuta 'Rotunda'	Dwarf Chinese Holly
Ilex aquifolium	English Holly
Ilex vomitoria 'Nana'	Dwarf Yaupon Holly
Jasminum mocsnyi	Primrose Jasmine
Juniperus sp.	Common Juniper
Lantana camara	Bush Lantana
Lantana montevidensis	Trailing Lantana
Lampranthus spectabilis	Trailing Ice Plant
Larrea tridentata	Creosote Bush
Leucophyllum frut. 'Green Cloud'	Green Cloud Sage
Leucophyllum laviegatus	Chihauhaun Sage
Ligustrum sp.	Privet species
Liriope muscari	Lilyturf
Lonicera japonica 'Halliana' Hall's	Hall's Honeysuckle
Mahonia aquifolium	Oregon Grape
Moraea iridioides	Fortnight Lily
Myoporum parvifolia 'Compacta'	Spreading Myoporum
Nandina domestica	Heavenly Bamboo
Nandina domestica 'Compacta'	Compact Heavenly Bamboo

Osteospermum fruticosum	Trailing African Daisy
Parthenocissus tricuspidata	Boston Ivy
Penstemon sp.	Beard Tongue
Pennisetum setaceum 'Rubrum'	Ruby Fountain Grass
Pennisetum setaceum	Fountain Grass
Photinia serrulata 'Nova'	Chinese Photinia
Pittosporum tobira	Mock Orange
Pittosporum tobira 'Wheeler's Dwarf'	Dwarf Mock Orange
Pittosporum tobira 'Variegata'	Variegated Mock Orange
Photinia x fraseri	Fraser's Photinia
Raphiolepis indica	Indian Hawthorn
Rhus ovata	Sugar Bush
Rosa banksiae	Banksia Rose
Rosa sp.	Rose species
Rosmarinus officinalis 'Prostratus'	Dwarf Rosemary
Santolina chamaecyparissus	Lavender Cotton
Salvia greggii	Autumn Sage
Santolina virens	Green Lavender Cotton
Teucrium chamaedrys	Germander
Terustroemia gymnathera	Terustroemia
Trachelospermum jasminoides	Star Jasmine
Verbena peruviana	Peruvian Verbena
Vinca minor	Dwarf Periwinkle
Viburnum tinus	Laurustinus
Viburnum tinus 'Compacta'	Dwarf Laurustinus
Xylosma congestum	Shiny Xylosma
Yucca recurvifolia	Weeping Yucca

During the Architectural Review process, the Declarant reserves the right to reject any plants that, in the opinion of the Declarant, do not meet the above standards for planting and maintenance. Trees, shrubs, groundcovers, and lawns shall be inspected by Declarant for conformance with these standards. Any plant found not to be in conformance, due to type, size, growing condition, improper maintenance, or any other reason identified by Declarant, shall be removed and replaced by Owner with an acceptable plant. Lawn areas determined by Declarant to be unacceptable shall be replanted and maintained in accordance with these standards. Rejected plants and materials shall be removed promptly.

3. Utility Undergrounding

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Water mains, sanitary sewers, electric power, and telecommunications facilities are required to be placed underground in the street right-of-way adjacent to each parcel. Alternatively, underground facilities may be located within publicly dedicated easements subject to the approval of the City and the utility purveyor.

4. Environmental Protection

The Covenants, Conditions and Restrictions (CC&R's) strictly limit the discharge of smoke, glare, noxious gases, vibration. These will be enforced at all times.

5. Outdoor Storage and Fencing

Standards for outdoor storage and fencing are set forth in Article XII of the CC&R's.

6. General Provisions

All construction within the Enterprise Park shall conform to the following standards.

a. All exterior surfaces of any building must be of finished material. Finished materials are deemed to include face brick, stucco, glass, ornamental stone, painted concrete and other decorative materials that are approved by the Architectural Review Committee.

b. All roof mounted mechanical equipment and/or duct work which projects vertically more than one and one-half (1.5') feet above the roof or roof parapet, or which is visible from abutting streets or sidewalks, shall be screened by an enclosure which is designed and constructed to be consistent with the building. No wood slats shall be permitted. Satellite receptors may be allowed at the discretion of the Architectural Review Committee.

c. All roof-mounted mechanical equipment and/or duct work which projects one and one-half (1.5') feet or less above the roof or parapet and is not visible from abutting streets or sidewalks may be painted with the same color scheme as the building.

d. No mechanical equipment is to be exposed on the exterior wall surface of a building.

e. Gutters and down spouts are to be painted to match the surface to which they are attached unless used as a major design element, in which case the color scheme is to be consistent with the color scheme of the building.

f. Solid masonry trash enclosures at least six (6) feet high are required for each development. All trash enclosures must be gated. All gates shall have screening material consisting of metal mesh or equivalent material. No wooden slats or wooden gates shall be permitted.

g. All outside storage areas must be screened with a six (6) foot high opaque screen and landscaped.

h. Security lighting fixtures, if installed, are not to project above the fascia or parapet of the building and are to be shielded so as not to spill over onto adjacent streets or properties.

STANDARDS FOR ENTERPRISE PARK USES

1. Intent

The Las Vegas Enterprise Park is planned to result in a campus-like setting, fostering the development of mixed use businesses. To this end, buildings and grounds are expected to be tastefully designed, incorporating contemporary architecture with landscape treatment which embodies the campus like setting. It is also expected that all on-site construction will reflect a complete design aesthetic, from overall design parameters to construction details.

All areas shall be governed by the standards set in the City of Las Vegas Zoning Regulations which are amended by the City Council from time to time.

2. Minimum Parcel Size and Width

The minimum size parcel to develop is thirty-two thousand six hundred seventy (32,670) square feet, exclusive of public or private streets. Public or private easements on private property are not deducted from the lot size. Minimum parcel width is one hundred (100) feet.

3. Maximum Lot Coverage

A maximum of sixty percent (60%) of each site shall be devoted to main and accessory buildings.

4. Setbacks

The following minimum building and parking setbacks are required. These are illustrated on Figure 3 (corner lot conditions) and Figure 4 (interior lot conditions).

a. Standard Requirements

(1.) Front Setbacks

- Twenty-five (25) feet from property line for buildings;
- Fifteen (15) feet from property line for parking on interior streets;
- Twenty (20) feet from property line for parking on exterior streets.

(2.) Side Setback Areas

- Twenty-five (25) feet from property line adjacent to a street for buildings (corner lot);
- Twenty (20) feet from property line adjacent to an exterior street for parking;
- Fifteen (15) feet from property line adjacent to an interior street for parking (corner lot);
- Ten (10) feet from property line for buildings and parking (interior);

(3.) Rear Setbacks

- Ten (10) feet from property line for buildings and parking areas.

b. Special Conditions

(1.) Setbacks adjacent to Diamond Point Single Family Subdivision

- Fifty (50) feet from property line for all buildings;
- Five (5) feet from property line for all parking area;

(2.) Employee parking setback adjacent to building

- Zero (0) feet in rear and side yards not facing a public street.

Required setbacks are to be used only for landscaping, walkways, driveways, and on-site signs. The Architectural Review Committee may allow minor exceptions to permit the placement of ancillary utility facilities, HVAC equipment, if no suitable on-site location exists. No outdoor storage, manufacturing, assembly or maintenance activities are permitted within required setback areas.

5. Distances Between Buildings

The minimum distance between buildings shall be twenty (20) feet for buildings on the same lot or parcel and thirty (30) feet for buildings on adjoining lots or parcels.

6. Building Height

The maximum building height is three (3) stories or fifty-five (55) feet, whichever is less. The Architectural Review Committee may allow exceptions in unusual conditions for such items as cooling towers, detached accessing structures, mechanical penthouses, antennae, architectural embellishments, building crowns, and similar instances. This standard is not applicable to public facilities and institutions.

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7. Parking, Loading and Site Access

a. On-Site Parking (Amount)

Parking on individual parcels is to be provided in the following minimum amounts:

(1.) Office

- One (1) space per three hundred (300) square feet of gross floor area;

(2.) Warehousing/Storage

- One (1) space per one thousand (1000) square feet of gross floor area;

(3.) Manufacturing, Assembly, Testing, Repair and Research Areas

- One (1) space per seven hundred fifty (750) square feet of gross floor area.

b. On-Site Parking (Design)

Parking stall widths, depths and driving aisle widths shall conform with the City of Las Vegas Zoning Code.

c. Loading Areas

Separate loading areas are to be provided for each use, consistent with the following standards and guidelines.

- (1.) Loading areas and doors are to be sighted on the side and rear of buildings to minimize open storage doors.
- (2.) Loading areas are to be designed to allow for backing and maneuvering on-site rather than blocking adjacent streets.
- (3.) Loading doors fronting a public street shall not be closer than fifty (50) feet from the front property line and shall be screened with a solid masonry wall with landscaping.
- (4.) Loading areas and doors not fronting a public street are to be screened from view from public streets by suitable concrete wing walls and landscaping.

d. Access

Each lot or parcel within the Enterprise Park will have access onto a public right-of-way unless otherwise approved by the Architectural Review Committee. A maximum of two (2) vehicular access points are allowed per street frontage for lots comprising less than three (3) acres. Additional access is allowed for lots

containing three (3) acres or more. All drive accesses shall be a minimum of thirty (30) feet in width, not including transitions. Driveways shall be sighted a minimum of fifty (50) feet away from street intersections, measured centerline to centerline, as shown on Figure 3. Driveways are also not to be located closer than fifty (50) feet apart, either on the same or adjoining parcels. Driveways closer than fifty (50) feet should be consolidated into a single, common drive.

8. Landscaping

On-site landscaping is to be provided as follows:

a. Rear and Side Yards

Informal planting of trees, shrubs and ground cover is appropriate, taken from the approved plant list in the streetscape treatment provisions provided in Section 2 of the Design and Development Standards. Use of ornamental trees is encouraged, to complement the front yard setback and building architecture.

b. Parking Lots

A minimum of five percent (5%) of parking and circulation areas (excluding setback requirements) are to be landscaped. Landscape material is to be selected from the approved plant list and is also to be evenly distributed throughout parking areas in planter islands. Canopy-type spreading shade trees are recommended for parking or landscaping since this will shade automobiles and reduce reflected heat onto adjacent buildings.

c. General Requirements

All plants shall have a growth habit normal to the species and shall be sound, healthy, vigorous, and free from insect pest, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions, or other disfigurements. Tree trunks shall be sturdy and well "hardened off." All plants shall have normal, well developed branch systems, and vigorous and fibrous root systems which are neither root nor pot-bound and free of kinks or girdling roots. All trees shall stand reasonably erect without supports.

The Declarant reserves the right to reject any plants that, in the opinion of the Declarant, do not meet the above standards.

The requirements that are contained in the streetscape treatment provisions provided in Section 2 of the Design and Development Standards shall also apply to on-site landscaping, landscape maintenance, landscape and irrigation plans.

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9. Lighting

On-site parking lot and walkway lighting should complement the standard street lighting in terms of design, material, color and illumination method. Said standard is delineated in the "Uniform Standard Drawings for Clark County Area" and is available in the offices of the Architectural Review Committee.

10. Architectural Treatment

The Enterprise Park is intended to convey a feeling of a campus-like business park, while these standards cannot strictly regulate the individual design expression of future land owners, it is appropriate to delineate basic design criteria which are generally acceptable in the Park. Building architecture should reflect a contemporary look found in similar such parks throughout the nation. Acceptable exterior materials include concrete, masonry, steel and glass, accented with brightly colored trim, window and door details.

SIGNS

1. Purpose

The purpose of these sign regulations is to provide standards for the number, size, location, placement, design and similar elements relating to signs and graphics within the Enterprise Park. These regulations are intended to promote sign programs of high quality, compatible with their immediate surroundings and consistent with the high degree of design excellence found within the Park.

2. Applicability

No signs are to be constructed, enlarged, altered, moved or improved without the prior approval of the Architectural Review Committee.

3. Sign Content

All identification signs are to be limited to the Property Owner's/ Occupant's trade name, division, business description and/or logotype.

4. Maintenance

All signs, together with their supports, braces and anchors are to be properly maintained with respect to appearance, structural and electrical features. The display surface of all signs shall be kept neatly at all times. In addition, the following maintenance provisions will be enforced.

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a. Rust or other corrosion due to the elements must be removed and the sign refinished.

b. Cracked or broken sign faces must be repaired or replaced.

c. Malfunctioning lamps are to be replaced.

5. Sign Construction

All signs must comply with the following construction standards.

- a. Methods of sign illumination must be approved by the Architectural Review Committee and the City of Las Vegas.
- b. All electrical signs and their installation must comply with building and electrical codes.
- c. No exposed conduits, tubing, or raceways will be permitted.
- d. All cabinets, conductors, transformers and other equipment shall be concealed.
- e. Electrical service to all signs on privately owned property shall be on Owner's Occupant's meters.
- f. All bolts, fastenings and chips shall be of stainless steel, aluminum, brass, bronze or other non-corrosive materials. No black iron materials of any type will be permitted.
- g. Sign Contractor shall repair all damage caused by his work.
- h. Owners/Occupants shall be fully responsible for the operations of their sign contractor.
- i. Sign materials shall be limited to metal, concrete, glass, foam, vinyl, and acrylic materials with UV inhibitors. All materials shall be of high quality and durability, and shall require low maintenance.

6. Address Numerals (Mandatory Sign)

Address numerals shall be displayed for each building, visible to both pedestrians and motorists. Numerals shall have a minimum height of ten inches (10"). The location of address numerals shall be approved by the Architectural Review Committee.

7. Prohibited signs

The following signs are prohibited in the Park:

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- a. Any sign not specifically permitted in accordance with the provisions of these standards;

b. Signs constituting a traffic hazard, which by color, wording, design, location or illumination resemble or conflict with any traffic control device or with safe and efficient flow of traffic;

c. Individual commercial signs placed on public property;

d. Signs consisting of any moving, swinging, rotating, flashing, blinking, or otherwise animated light;

e. Signs that create a safety hazard by obstructing clear view of pedestrian and vehicular traffic;

f. Signs, projecting into the public right-of-way, with the exception of traffic control signage.

g. Banners, flags, pennants, when used for advertising purposes;

h. Vehicle-mounted or portable signs which advertise, identify, or provide directions to a use or activity;

i. Light bulbs strings, other than temporary decorative holiday lighting;

j. Audible signs;

k. Signs which project above a parapet of the highest point of a roof;

l. Interior signs within a building that are visible from off-site;

m. Off-premise signs, other than directional signs, installed for the purpose of advertising a project, event, of subject not related to the premises upon which said sign is located;

n. Hand-painted wall, window or ground signs of a permanent nature used to identify a company or product sold within;

o. Projecting signs suspended from or supported by a building or structure and projecting outward therefrom;

8. Exempt Signs

The following signs, if non-illuminated, are allowed and an exempt from the application, approval and permit of these sign requirement: Page 316 of 368

a. Interior signs within a building or activity which are not visible from off-site;

b. Official and legal notices issued by any court, public body, person, or officer in performance of a public duty or in giving an legal notice;

c. Official flags of the United States of America, the State of Nevada and other State of the United States, counties, municipalities, and official flags of foreign Nations: project flags incorporating the company logo (single tenant buildings only.) Location and number of flag standards will be subject to review and approval by the Architectural Review Committee.

9. Signs Relating to Inoperative Activities

Signs pertaining to activities or occupants that are no longer using a property shall be removed from the premises, or sign copy on such signs shall be removed, within thirty (30) days after that associated enterprise or occupant has vacated the premises. Any such sign not removed within the required period shall be subject to removal by the Owners Association at the expense of the owner of said property.

10. Future Facility/Construction/Directional Sign (Temporary Sign)

a. One temporary sign which identifies the future use and occupant of a site is allowed. These signs may be placed for a period not to exceed one (1) year.

b. Two (2) directional signs, which assist in locating a project within the park, are permitted per project. These signs may be placed for a period not to exceed two (2) years. Directional signs shall not be placed within fifty (50) feet of any other sign.

c. Restrictions on height, size and location are found on Figure 7.

11. Wall Signs (Permanent Signs)

a. Number

One wall sign is allowed per street frontage for each building. For multi-tenant buildings, one additional wall sign is allowed per tenant.

b. Size

The total amount of wall signage allowed per frontage is equivalent to ten percent (10%) of the building elevation (building height X building length), to a maximum size of one hundred fifty (150) square feet. Tenant identification signs in multi-tenant areas shall not exceed twenty-two (22) square feet each.

c. Construction Materials

Wall signs shall be constructed of metal, foam and/or acrylic materials, or as approved by the Architectural Review Committee. The use of "canister type" signs is discouraged except for service commercial uses.

d. Illumination

Illumination shall be reverse back lit, channel lit or indirect. Directly illuminated signs may be allowed within service commercial areas.

e. Other Requirements

(1.) Wall signs may only identify the building occupant(s) and are not intended for advertising purposes.

12. Ground Signs (Permanent Signs)

a. Number

One ground sign (also known as pylon signs) is allowed per street frontage per parcel.

b. Size and Height

Ground signs shall not exceed a height of five (5) feet above finished grade or a total area of fifty (50) square feet.

c. Location

Ground signs must be located within required setback areas; however, they must not block sight visibility at driveways or intersections.

d. Construction Materials

Ground signs shall be constructed of concrete, acrylic material, or a suitable alternate, as approved by the Architectural Review Committee.

e. Illumination

Internal or external illumination is permitted.

f. Other Requirements

For multi-tenant buildings, more than one (1) occupant may be identified on the ground sign; however, the size of the sign shall not be increased. See Figure 9.

STANDARDS FOR ENTERPRISE PARK USES - COMMERCIAL RETAIL APPLICATIONS IN DESIGNATED AREAS

1. Intent

The Las Vegas Enterprise Park is planned to result in a campus-like setting, fostering the development of mixed use businesses. To this end, buildings and grounds are expected to be tastefully designed, incorporating contemporary architecture with landscape treatment which embodies the campus like setting. It is also expected that all on-site construction will reflect a complete design aesthetic, from overall design parameters to construction details.

All areas shall be governed by the standards set in the City of Las Vegas Zoning Regulations which are amended by the City Council from time to time.

2. Minimum Parcel Size and Width

The minimum size parcel to develop is nine thousand (9,000) square feet, exclusive of public or private streets. Public or private easements on private property are not deducted from the lot size. Minimum parcel width is one hundred (100) feet.

3. Maximum Lot Coverage

A maximum of fifty percent (50%) of each site shall be devoted to main and accessory buildings.

4. Setbacks

The following minimum building and parking setbacks are required. These are illustrated on Figure 11 (corner lot conditions) and Figure 12 (interior lot conditions).

a. Standard Requirements

(1.) Front Setbacks

- Thirty (30) feet from property line for buildings;
- Twenty (20) feet from property line for parking on exterior streets;
- Fifteen (15) feet from property line for parking on interior streets;

(2.) Side Setback Areas

- Thirty (30) feet from property line adjacent to a street for buildings (corner lot);
- Twenty (20) feet from property line adjacent to an exterior street-for-parking-(corner lot);
- Fifteen (15) from property line adjacent to an interior street for parking (corner lot);
- Ten (10) feet from property line for buildings and parking (interior);

(3.) Rear Setbacks

- Twenty (20) feet from property line for buildings and parking areas.

Required setbacks are to be used only for landscaping, walkways, driveways, and on-site signs. The Architectural Review Committee may allow minor exceptions to permit the placement of ancillary utility facilities, HVAC equipment, if no suitable on-site location exists. No outdoor storage, manufacturing, assembly or maintenance activities are permitted within required setback areas.

5. Distances Between Buildings

The minimum distance between buildings shall be twenty (20) feet for buildings on the same lot or parcel and thirty (30) feet for buildings on adjoining lots or parcels.

6. Building Height

The maximum building height is two (2) stories or forty (40) feet, whichever is less; above finished grade, will be allowed along the Martin L. King and Lake Mead Boulevards frontage area. The Architectural Review Committee may allow exceptions in unusual conditions for such items as cooling towers, detached accessing structures, mechanical penthouses, antennae, architectural embellishments, building crowns, and similar instances. This standard is not applicable to public facilities and institutions.

1. Parking, Loading and Site Access

i) On-Site Parking (Amount)

Parking on individual parcels is to be provided in the following minimum amounts:

a) Office;

- (1) One (1) space per three hundred (300) square feet of gross floor area;

b) Warehousing/Storage;

- (1) One (1) space per one thousand (1000) square feet of gross floor area;

c) Manufacturing, Assembly, Testing, Repair and Research Areas:

- (1) One (1) space per seven hundred fifty (750) square feet of gross floor area.

d) Restaurants:

- (1) Carry-out service: one space per fifty (50) square feet of service floor area or one space per four seats, whichever is greater, and one space per on-duty employee.
- (2) Sit-down service: one space per fifty (50) square feet of gross floor area or one space per four seats, whichever is greater, and one space per on-duty employee.

e) Retail and service places unlisted;

- (1) One (1) space per three hundred (300) square feet of gross floor area.

ii) On-Site Parking (Design)

Parking stall widths, depths and driving aisle widths shall conform with the City of Las Vegas Zoning Code.

iii) Loading Areas

Separate loading areas are to be provided for each use, consistent with the following standards and guidelines.

- a) Loading areas and doors are to be sighted on the side and rear of buildings to minimize open storage doors.
- b) Loading areas are to be designed to allow for backing and maneuvering on-site rather than blocking adjacent streets.
- c) Loading areas and doors shall not front on exterior streets.
- d) Loading doors fronting an interior street shall not be closer than fifty (50) feet from the front property line and shall be screened with a solid masonry wall with landscaping.

- e) Loading areas and doors not fronting a public street are to be screened from view from public streets by suitable concrete wing walls and landscaping.

iv) Access

Each lot or parcel within the Enterprise Park will have access onto a public right-of-way unless otherwise approved by the Architectural Review Committee. A maximum of two (2) vehicular access points are allowed per street frontage for lots comprising less than three (3) acres. Additional access is allowed for lots containing three (3) acres or more. All drive accesses shall be a minimum of thirty (30) feet in width, not including transitions. Driveways shall be sighted a minimum of one hundred (100) feet away from street intersections, measured centerline to centerline, as shown on Figure 3. Driveways are also not to be located closer than fifty (50) feet apart, either on the same or adjoining parcels. Driveways closer than fifty (50) feet should be consolidated into a single, common drive.

8. Landscaping

On-site landscaping is to be provided as follows:

i) Rear and Side Yards

Informal planting of trees, shrubs and ground cover is appropriate, taken from the approved plant list in the streetscape treatment provisions provided in Section 2 of the Design and Development Standards. Use of ornamental trees is encouraged, to complement the front yard setback and building architecture.

ii) Parking Lots

A minimum of five percent (5%) of parking and circulation areas (excluding setback requirements) are to be landscaped. Landscape material is to be selected from the approved plant list and is also to be evenly distributed throughout parking areas in planter islands. Canopy-type spreading shade trees are recommended for parking or landscaping since this will shade automobiles and reduce reflected heat onto adjacent buildings.

iii) General Requirements

All plants shall have a growth habit normal to the species and shall be sound, healthy, vigorous, and free from insect pest, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions, or other disfigurements. Tree trunks shall be sturdy and well "hardened off." All plants shall have

normal, well developed branch systems, and vigorous and fibrous root systems which are neither root nor pot-bound and free of kinks or girdling roots. All trees shall stand reasonably erect without supports.

The Declarant reserves the right to reject any plants that, in the opinion of the Declarant, do not meet the above standards.

The requirements that are contained in the streetscape treatment provisions provided in Section 2 of the Design and Development Standards shall also apply to on-site landscaping, landscape maintenance, landscape and irrigation plans.

9. Lighting

On-site parking lot and walkway lighting should complement the standard street lighting in terms of design, material, color and illumination method. Said standard is delineated in the "Uniform Standard Drawings for Clark County Area" and is available in the offices of the Architectural Review Committee.

10. Architectural Treatment

The Enterprise Park is intended to convey a feeling of a campus-like business park, while these standards cannot strictly regulate the individual design expression of future land owners, it is appropriate to delineate basic design criteria which are generally acceptable in the Park. Commercial retail areas should conform to the aesthetics of the business park. Building architecture should reflect a contemporary look found in similar such parks and retail centers throughout the nation. Acceptable exterior materials include concrete, masonry, steel and glass, accented with brightly colored trim, window and door details.

COMMERCIAL RETAIL SIGNS

1. Purpose

The purpose of these sign regulations is to provide standards for the number, size, location, placement, design and similar elements relating to signs and graphics within the Enterprise Park. These regulations are intended to promote sign programs of high quality, compatible with their immediate surroundings and consistent with the high degree of design excellence found within the Park.

2. Applicability

No signs are to be constructed, enlarged, altered, moved or improved without the prior approval of the Architectural Review Committee.

3. Sign Content

All identification signs are to be limited to the Property Owner's/ Occupant's trade name, division, business description and/or logotype.

4. Maintenance

All signs, together with their supports, braces and anchors are to be properly maintained with respect to appearance, structural and electrical features. The display surface of all signs shall be kept neatly at all times. In addition, the following maintenance provisions will be enforced.

- a) Rust or other corrosion due to the elements must be removed and the sign refinished.
- b) Cracked or broken sign faces must be repaired or replaced.
- c) Malfunctioning lamps are to be replaced.

5. Sign Construction

All signs must comply with the following construction standards.

- a) Methods of sign illumination must be approved by the Architectural Review Committee and the City of Las Vegas.
- b) All electrical signs and their installation must comply with building and electrical codes.
- c) No exposed conduits, tubing, or raceways will be permitted.
- d) All cabinets, conductors, transformers and other equipment shall be concealed.
- e) Electrical service to all signs on privately owned property shall be on Owner's Occupant's meters.
- f) All bolts, fastenings and chips shall be of stainless steel, aluminum, brass, bronze or other non-corrosive materials. No black iron materials of any type will be permitted.
- g) Sign Contractor shall repair all damage caused by his work.
- h) Owners/Occupants shall be fully responsible for the operations of their sign contractor.
- i) Sign materials shall be limited to metal, concrete, glass, foam, vinyl, and acrylic materials with UV inhibitors. All materials shall be of high quality and durability, and shall require low maintenance.

6. Address Numerals (Mandatory Sign)

Address numerals shall be displayed for each building, visible to both pedestrians and motorists. Numerals shall have a minimum height of ten inches (10"). The location of address numerals shall be approved by the Architectural Review Committee.

7. Prohibited signs

The following signs are prohibited in the Park:

- a) Any sign not specifically permitted in accordance with the provisions of these standards;
- b) Signs constituting a traffic hazard, which by color, wording, design, location or illumination resemble or conflict with any traffic control device or with safe and efficient flow of traffic;
- c) Individual commercial signs placed on public property;
- d) Signs consisting of any moving, swinging, rotating, flashing, blinking, or otherwise animated light;
- e) Signs that create a safety hazard by obstructing clear view of pedestrian and vehicular traffic;
- f) Signs, projecting into the public right-of-way, with the exception of traffic control signage.
- g) Vehicle-mounted or portable signs which advertise, identify, or provide directions to a use or activity;
- h) Light bulbs strings, other than temporary decorative holiday lighting;
- i) Audible signs;
- j) Wall signs which project above a parapet of the highest point of a roof;
- k) Off-premise signs, other than directional signs, installed for the purpose of advertising a project, event, of subject not related to the premises upon which said sign is located;
- l) Hand-painted wall, window or ground signs of a permanent nature used to identify a company of product sold within;
- m) Projecting signs suspended from or supported by a building or structure and projecting outward therefrom;

8. Exempt Signs

The following signs, if non-illuminated, are allowed and an exempt from the application, approval and permit of these sign requirement:

- a) Interior signs within a building or activity which are not visible from off-site.
- b) Official and legal notices issued by any court, public body, person, or officer in performance of a public duty or in giving an legal notice;
- c) Official flags of the United States of America, the State of Nevada and other State of the United States, counties, municipalities, and official flags of foreign Nations; project flags incorporating the company logo (single tenant buildings only). Location and number of flag standards will be subject to review and approval by the Architectural Review Committee.

9. Signs Relating to Inoperative Activities

Signs pertaining to activities or occupants that are no longer using a property shall be removed from the premises, or sign copy on such signs shall be removed, within thirty (30) days after that associated enterprise or occupant has vacated the premises. Any such sign not removed within the required period shall be subject to removal by the Owners Association at the expense of the owner of said property.

10. Future Facility/Construction/Directional Sign (Temporary Sign)

- a) One temporary sign which identifies the future use and occupant of a site is allowed. These signs may be placed for a period not to exceed one (1) year.
- b) Two (2) directional signs, which assist in locating a project within the park, are permitted per project. These signs may be placed for a period not to exceed two (2) years. Directional signs shall not be placed within fifty (50) feet of any other sign.
- c) Restrictions on height, size and location are found on Figure 7.

11. Wall Signs (Permanent Signs)

a) Number

One wall sign is allowed per street frontage for each building. For multi-tenant buildings, one additional wall sign is allowed per tenant or functional activity.

b) Size

The total amount of wall signage allowed per frontage is equivalent to ten percent (10%) of the building elevation (building height X building length), to a maximum size of one hundred fifty (150) square feet. Tenant identification signs in multi-tenant areas shall not exceed twenty-two (22) square feet each.

c) Construction Materials

Wall signs shall be constructed of metal, foam and/or acrylic materials, or as approved by the Architectural Review Committee.

d) Illumination

Illumination shall be reverse back lit, channel lit, direct or indirect.

c) Other Requirements

Wall signs may only identify the building occupant(s) and are not intended for advertising purposes.

Identification signs may include canopies, awnings or similar treatments to match the building architecture.

12. Ground Signs (Permanent Signs)

a) Number

One ground sign (also known as pylon signs) is allowed per street frontage per parcel.

b) Size and Height

Ground signs shall not exceed a height of twenty-five (25) feet above finished grade and have a signage total area of three hundred thirty (330) square feet. The maximum sign width shall not exceed eighteen (18) feet. Maximum thickness shall not exceed four (4) feet. See Figure 9.

All signs must be placed in locations so as not to obstruct line of site for ingress and egress. All sign criteria shall be reviewed and approved by the Architectural Committee prior to the installation of such signage.

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c) Location

Ground signs must be located within required setback areas; however, they must not block sight visibility at driveways or intersections.

d) Construction Materials

Ground signs shall be constructed of concrete, acrylic material, or a suitable alternate, as approved by the Architectural Review Committee.

e) Illumination

Internal or external illumination is permitted.

f) Other Requirements

For multi-tenant buildings, more than one (1) occupant may be identified on the ground sign; however, the size of the sign shall not be increased. See Figure 9.

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EXHIBIT B

A.P.N. 139-21-416-006 (010-290- & 010-300-)
PORTION LOT 6, LAS VEGAS ENTERPRISE PARK P.E. 77-54
CLARK COUNTY HEALTH CENTER

That portion of the Southwest Quarter (SW 1/4) of Section 21, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of LOT 6 of the LAS VEGAS ENTERPRISE PARK, AMENDED as shown on the amended plat thereof on file in Book 77 of Plats, Page 54 of Clark County, Nevada Records, described as follows:

COMMENCING at the Southeast corner of the Southwest Quarter (SW 1/4) of said Section 21;
thence along the East line of said Southwest Quarter (SW 1/4), North $00^{\circ}17'00''$ East a distance of 855.37 feet to the centerline of WYATT AVENUE as shown on said plat of the LAS VEGAS ENTERPRISE PARK, AMENDED;
thence along said centerline of WYATT AVENUE the following three (3) courses:
1) thence North $89^{\circ}43'00''$ West a distance of 90.00 feet to the beginning of a tangent curve concave Southerly and having a radius of 300.00 feet;
2) thence Westerly along said curve, through a central angle of $33^{\circ}08'20''$, an arc distance of 173.51 feet;
3) thence tangent to said curve, South $57^{\circ}08'40''$ West a distance of 191.34 feet;
thence North $32^{\circ}51'20''$ West a distance of 30.00 feet to the TRUE POINT OF BEGINNING on the South line of LOT 6 as shown on said plat of the LAS VEGAS ENTERPRISE PARK, AMENDED;
thence continuing North $32^{\circ}51'20''$ West, a distance of 376.25 feet;
thence North $89^{\circ}30'47''$ West, a distance of 216.58 feet;
thence South $00^{\circ}29'13''$ West a distance of 429.88 feet to the South line of said LOT 6;
thence along the South line of said LOT 6 the following three (3) courses:
1) thence South $89^{\circ}30'47''$ East a distance of 166.89 feet to the beginning of a tangent curve concave Northerly and having a radius of 270.00 feet;
2) thence Easterly along said curve, through a central angle of $33^{\circ}20'33''$, an arc distance of 157.12 feet;
3) thence tangent to said curve, North $57^{\circ}08'40''$ East a distance of 129.39 feet to the TRUE POINT OF BEGINNING.

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The above described parcel of land contains an area of 138,735 square feet or 3.185 acres, more or less.

Tenants

Community Health Centers of Southern Nevada

Agency

Aid For Aids of Nevada (AFAN)

Baby Find

WIC (Women, Infant & Children)

Contact

Jeff Smith, Executive Director
(702) 382-2326

Fran Courtney, R.N.
Director of Clinics & Nurses
Clark County Health District
(702) 383-1301

Fran Courtney, R.N.
Director of Clinics & Nurses
Clark County Health District
(702) 383-1301

INTERLOCAL AGREEMENT AMONG CLARK COUNTY,
CITY OF LAS VEGAS, AND THE CITY OF NORTH LAS VEGAS
TO FUND AND DEVELOP A MEDICAL AND DENTAL FACILITY WITHIN THE
SOUTHERN NEVADA ENTERPRISE COMMUNITY, A FEDERAL EMPOWERMENT
ZONE AND ENTERPRISE COMMUNITY

THIS AGREEMENT, made and entered into this 15th day of December, 1998, by and among Clark County, a political subdivision of the State of Nevada, hereinafter called the "County", the City of Las Vegas, a municipal corporation of the State of Nevada located within the County, hereafter called the "City of Las Vegas", the City of North Las Vegas, a municipal corporation of the State of Nevada, hereafter called the "City of North Las Vegas" (the City of North Las Vegas and the City of Las Vegas may collectively be referred to as "the City") is made pursuant to Nevada Revised Statute Chapter 274, Zones for Economic Development.

WITNESSETH

WHEREAS, the County, the City of Las Vegas, and the City of North Las Vegas desire to jointly design, fund, and develop a medical and dental care facility of approximately 18,300 square feet to be located within the Las Vegas Enterprise Park; and

WHEREAS, the medical and dental care facility will be generally located near the intersection of Martin Luther King Boulevard and Wyatt Avenue, hereinafter referred to as "the Project", and

WHEREAS, Nevada Revised Statutes Chapter 274 establishes the legislative guidelines on Zones for Economic Development; and

WHEREAS, in compliance with NRS 274.170, the Governor for the State of Nevada, on June 23, 1994 nominated and the U.S. Department of Housing and Urban Development on December 21, 1994 designated nine census tracts within Clark County/Las Vegas/North Las Vegas area as an Enterprise Community; and

WHEREAS, NRS 274.060 defines municipality to mean any county, with respect to the unincorporated areas of the county, or any city in this state; and

WHEREAS, NRS 274.250 authorizes the delegation of services to private organizations for the benefit of residents and businesses within the empowerment zone and also authorizes a designated neighborhood organization to coordinate with the municipality to provide or contract for health and clinical services; and

WHEREAS, the County, the City of Las Vegas, and the City of North Las Vegas desire to jointly provide and develop a community health care facility within the Las Vegas Enterprise

Park in compliance with NRS 274.250; and

WHEREAS, the County, the City of Las Vegas, and the City of North Las Vegas agree to furnish funding for the design and construction of a medical and dental care building as designated in Exhibit "A", Expenditures Eligible for Reimbursement;

WHEREAS, Exhibit "C" establishes a lease agreement between the County and the City of Las Vegas for the 3.1 acre site located within the Las Vegas Enterprise Park (the "Lease"); and

WHEREAS, the County desires to contract with Community Health Centers of Southern Nevada ("CHCSN"), pursuant to NRS 274.250, to operate the medical and dental building under a separate lease agreement, Exhibit "B", (the "Sublease") and provide medical and dental services for the benefit of the residents within the Southern Nevada Enterprise Community; and

WHEREAS, the County has been designated as the lead agency regarding the design and construction of the medical and dental building; and

WHEREAS, CHCSN is a qualified organization pursuant to NRS 274.250; and

WHEREAS, the City of Las Vegas is authorized to lease property to the County pursuant to NRS 277.050 and the County is authorized to lease to a nonprofit organization pursuant to NRS 244.284; and

WHEREAS, the County, the City of Las Vegas, and the City of North Las Vegas agree to the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED that the County, Cities of Las Vegas and North Las Vegas funds be provided for the construction of a medical and dental services facility, subject to the following conditions and limitations:

I. Scope of Services

A. The County will provide a total of TWO MILLION AND NO/100TH DOLLARS (\$2,000,000) in Fiscal Year 1996/97 County Capital Fund 437 funds (the "Funds"), and THREE HUNDRED THIRTY TWO THOUSAND, FIVE HUNDRED TWENTY FOUR AND NO/100TH DOLLARS (\$332,524) in Fiscal Year 1998/99 CDBG Funds for construction of a 14,000 square foot new health services facility ("facility") in the Las Vegas Enterprise Park near the intersection of Martin Luther King Boulevard and Wyatt Avenue in Las Vegas for the Project, as outlined in Exhibit "A", "Expenditures Eligible for Reimbursement".

B. The City of North Las Vegas will provide a total of ONE HUNDRED NINETY THOUSAND DOLLARS (\$190,000); \$150,000 in Fiscal Year 1996/97 and \$40,000 in Fiscal Year 1997/98 Community Development Block Grant (CDBG) funds for engineering and

architectural design costs for construction of the new facility.

C. Pursuant to Exhibit "C", the City of Las Vegas will lease to the County 3.1 improved acres of real property within the Las Vegas Enterprise Park for construction of the project in addition to all curb and site improvements. The City of Las Vegas is responsible for complying with the procedural provisions of NRS 277.050 in executing the lease and the requirements of NRS 274.250 for delegating services to Community Health Centers of Southern Nevada, if required. The City of Las Vegas is contributing \$560,000 of Fiscal Year 1996/97 and Fiscal Year 1997/98 CDBG funds for a 4,300 square foot dental clinic. The construction and maintenance of the Project will conform to the procedures and limitations contained in the City of Las Vegas' zoning regulations, Covenants, Conditions and Restrictions (CC & R's), and conditions of any and all other governmental entities necessary to develop the site.

D. Pursuant to Exhibit "C", Clark County shall lease the land from the City of Las Vegas for a period of 50 years from the effective date of the Lease Agreement. At its discretion, Clark County may have the option of renewing this Agreement with the City of Las Vegas and leasing the property and building for up to two (2) consecutive 10-year renewal periods.

(1) The County will not be responsible for the costs of operating and maintaining a health care facility to provide comprehensive primary health care services to low income residents of Clark County but instead shall Sublease the Project to CHCSN and CHCSN shall assume such responsibilities in accordance with the Sublease.

(2) Should the CHCSN fail to provide the services to a minimum of 500 clients per month pursuant to the Sublease, the County shall reserve the right to terminate upon 30 days notice and to Sublease facility to another nonprofit medical provider for persons of low income. Should the County no longer require use of the property after the first Lease period or after any of the two 10-year renewal periods, the County reserves the right to terminate the Lease pursuant to Exhibit "C" upon a 90 day notice. No monies shall be expended for construction or improvements until such time as the Lease is fully executed between the City of Las Vegas and the County.

(3) Should the Sublease be terminated by the County or Community Health Centers, the facility shall continue to be used as a permanent health care facility either managed by the County or under lease from the County by another non-profit health care provider such as the University Medical Center ("UMC") or for some other CDBG eligible purpose to be approved by the Cities of Las Vegas and North Las Vegas.

II. General Conditions

A. The County will obtain any and all federal, state, and local permits and licenses required to execute the Project, as described in this Agreement's Scope of Services.

- B. If all or a portion of these CDBG funds are used for construction by a contractor, and the labor is not donated by a contractor, the bidding and award process related to Project construction shall be administered by the County and the County may reject any bid deemed to be excessive of the budget apportioned for this Project. In the event a bid is awarded, the construction contract shall be between the County and the approved contractor(s). Furthermore, the County will have sole discretion to select and contract with a professional architect to provide project plans and specifications, assist in the bidding process, and supervise construction of the Project.
- C. The County or its Sublessee will provide records on a monthly basis for a period of three (3) years after completion of construction. These records will contain but are not limited to, the following data regarding the program target areas:
1. Total clients served.
 2. Clients served per political entity.
 3. Racial breakdown of clients served including Black, White, Hispanic, American Indian/Alaskan and Asian/Pacific Islander.
 4. Number and percentage of Low and Moderate Income clients as defined by HUD Section 8 Income Guidelines
 5. Number of handicapped clients served.
 6. Number of female heads-of-household served.
 7. Sex and Age of youth served.
- D. The County may not assign or delegate any of its rights, interest, or duties under this Interlocal Agreement without the written consent of the City. Any such assignment or delegate made without the required consent shall be void any may, at the option of the City, result in the forfeiture of all obligations of the City herein.
- E. The County, City, or Sublessee shall obtain any and all federal, state, and local permits and licenses required to operate the medical and dental care facility.
- F. The County or its Sublessee assumes the cost of maintenance and repair of the Facility during the period of its occupancy thereof.
- G. The County or its Sublessee must keep and maintain in effect at all times any and all licenses, permits, notices, and ordinance or state or federal statutes.

- H. The County will require its Sublessee to be bound by all City and County ordinances and state and federal statutes as required.
-
- I. The County may sublease the facility to parties other than CHCSN and UMC, which falls under the jurisdiction of this Interlocal Agreement, upon prior written approval from the City. Any lessee, Sublessee, or assignee must meet CDBG program requirements and provide medical and dental services to eligible low to moderate income residents.
- J. Upon completion of the facility, the County or its Sublessee shall allow duly authorized representatives of the City, independent auditors contracted by the City, HUD, the Comptroller General of the United States, or any combination thereof, to conduct such occasional reviews, audits, and on-site monitoring of the facility as the reviewing agency deems to be appropriate in order to determine:
1. Whether the objectives of the facility are being achieved;
 2. Whether the facility is being conducted in an efficient and effective manner;
 3. Whether management control systems and internal procedures have been established to meet the objectives of the facility;
 4. Whether the financial operations of the facility are being conducted properly;
 5. Whether the periodic reports to the City contain accurate and reliable information;
and
 6. Whether all of the activities of the facility are conducted in compliance with the provisions of Federal laws and regulations and this Agreement.
- K. Visits by the City, independent auditors contracted by the City, representatives of HUD, or the Comptroller General of the United States, shall be announced to the County or Sublessee in advance of those visits, and shall occur during normal operating hours. Such persons may request, and if such a request is made, shall be granted, access to all of the books, documents, papers, and records of the County or Sublessee which relate to the Project. Such persons may interview recipients of the services of the facility.

- L. At any time during normal business hours, the County's or Sublessee's records with respect to the Project shall be made available for audit, examination, and review by the County and City, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.
- M. Subject to the conditions and limitations of NRS Chapter 41, the City of Las Vegas, the City of North Las Vegas, and County will each bear responsibility for its own actions and conduct and that of its own officers, agents, and employees, and agrees to hold the other harmless from any claim arising from any negligence in the performance of this agreement unless such claim is based upon the actions or conduct of the other, or its officers, agents, or employees.
- N. Nothing in this Interlocal Agreement is intended to appoint the County as an agent of the City of Las Vegas or City of North Las Vegas. The Board of County Commissioners has not delegated to any County or City officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing the County as an agent to the City of Las Vegas or City of North Las Vegas.
- O. The County, City of Las Vegas, or City of North Las Vegas may not assign or delegate any rights, interests, or duties under this agreement without the written consent of the other parties. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County, City of Las Vegas, and City of North Las Vegas, result in the forfeiture of all financial support provided herein.
- P. The County, City of Las Vegas, or City of North Las Vegas will not use any funds or resources in litigation against any person, natural or otherwise, or in its own defense in any such litigation and will notify the County City of Las Vegas, and City of North Las Vegas of any legal action which is filed by or against it.
- Q. No officer, agent, consultant, or employee of County, Cities of Las Vegas and North Las Vegas may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.
- R. No officer, agent, consultant, or employee of County, Cities of Las Vegas and North Las Vegas may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his household, any business entity in which he has a financial interest or any other person.

- S. No officer, agent, consultant, or employee of the County, Cities of Las Vegas and North Las Vegas may participate as an agent in the negotiation or execution of any contract between such County or City and any private business in which he or she has a financial interest.
- T. No officer, agent, consultant, or employee of County, Cities of Las Vegas and North Las Vegas may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.
- U. No officer, agent, consultant, employee, or elected or appointed official of the County, City of Las Vegas, City of North Las Vegas, shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his or tenure, or for one year thereafter, for any of the work to be performed pursuant to the Project.
- V. None of the personnel employed in the administration of the Project shall be in any way or to any extent engaged in the conduct of political activities prohibited by Chapter 15 Title 5, U.S. Code, as applicable.
- W. None of the Funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.
- X. As the lead agency for these funds, in connection with public services offered through the Project, the County and its lessees must:
- a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;
 - b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and
 - c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provisions of such public services.

III Federal General Conditions

A. The County shall comply with the following laws and directives in respect to activities undertaken pursuant to this Agreement:

1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.
2. The National Environmental Policy Act of 1969 as set forth in P.L. 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.
3. Title VIII of the Civil Rights Act of 1968, P. L. 90-284.
4. Section 109 of the Housing and Community Development Act of 1974.
5. Title VI of the Civil Rights Act of 1964, P. L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.
6. The Fair Housing Act, as amended.
7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135.
8. Executive Order 11063, as amended.
9. The Age Discrimination Act of 1975.
10. Section 504 of the Rehabilitation Act of 1973.
11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.
12. The Federal Labor Standards Act.
13. Section 202(a) of the Flood Disaster Protection Act of 1973.
14. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations in 24 CFR, Part 35.
15. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and

Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law.

16. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.
 17. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.
 18. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits the County from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
-
- B. The County shall carry out its activities in respect to activities undertaken pursuant to this agreement in compliance with all Federal laws and regulations described in 24 CFR Part 570, Subpart K (570.600 - 570.612).
 - C. The County shall agree to comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.
 - D. The County shall maintain records in accordance with 24 CFR 570.502(b).
 - E. The County shall agree to comply with the requirements of Executive Order 11625 which provides for the utilization of minority businesses in all federally assisted contracts.
 - F. Program income for the City's contribution under this agreement, as defined in 24 CFR 570.500, shall be returned to the City unless the City authorizes in writing that all or a specific portion thereof of such program income will be retained by the County.

- G. As an alternative to complying with conditions of this Section III, the County may require its Sublessee to comply.

IV. Period of Agreement

This Agreement shall continue in force and effect for the term that the lease remains in effect.

V. Financial Management

- A. The County shall incur costs as is related to design and construction of the facility and will invoice the City of North Las Vegas to cover those costs.
- B. The County shall invoice the City of Las Vegas for the reimbursement of eligible construction costs for the Project. Expenditures will be reviewed for consistency with the approved budget and scope of services. Approved invoices will be paid in a timely manner.
- C. Expenditures eligible for reimbursement are delineated in Exhibit "A". The Cities of Las Vegas and North Las Vegas shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the County.
- D. Expenditures submitted for reimbursement by the County to the City of Las Vegas and City of North Las Vegas will be accounted for in a ledger separate from all other revenue sources.
- E. In the event that the County, City of Las Vegas and City of North Las Vegas finds that the total amount of the Funds allocated for the Program are not expended in the time and manner prescribed in this Interlocal Agreement, the County, City of Las Vegas, City of North Las Vegas reserve the right to extract that portion for other projects and programs in their jurisdiction.
- F. The County or its Sublessee shall agree to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and its relevant attachment "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations".
- G. The County shall comply with OMB Circular No. A-133 entitled "Audits of Institutions of Higher Education and Other Non-Profit Institutions" to meet the audit requirements of this Circular, as applicable.
- H. All City cost of the Project shall be recorded by budget line items and be

supported by checks, payrolls, time records, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of all cost. At any time during normal business hours, the County's financial transactions with respect to the Program may be audited by the County, City, independent auditors contracted by the County or City, HUD, the Comptroller General of the United States, the General Accounting Office, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

- I. Copies, excerpts, or transcripts of all of the books, documents, papers, and records, including checks, payroll, time records, invoices, contracts, vouchers, orders, and accounting documents concerning matters that are reasonably related to the Project will be provided upon request by the County and City.
 - J. The County will pay the construction or construction-related cost for the Project, as applicable, up to the total amount of the Funds. The City of Las Vegas will participate by providing \$560,000 in CDBG funds for construction cost of the dental clinic of the facility. Expenditures will be reviewed for consistency with the approved budget and scope of work as well as Federal Management Circular 74-4. Approved invoices will be paid in a timely manner.
 - K. The funds for repayment of costs for the dental clinic by the County, or reimbursement of any cost by the City of Las Vegas, shall be expended with the City of Las Vegas' CDBG funds allocated for payment first and the County's funds expended after the City's funds have been exhausted.
- V. Expiration, Modification, or Revocation of Agreement
- A. This Interlocal Agreement will commence upon its approval and signature by all parties and shall be completed after all the obligations of the parties as provided herein been performed.
 - B. The parties hereto will be required to amend or otherwise revise this Agreement should such modification be required by any applicable state or federal statutes or regulations.
 - C. If the County, Cities of Las Vegas and North Las Vegas fails to fulfill in a timely and proper manner their respective obligations under this Agreement, or if any agency violates any of the conditions or limitations of this Agreement, the County, City of Las Vegas, or City of North Las Vegas may suspend or revoke this Interlocal Agreement, and may terminate its participation in the Project at any time.

PASSED, ADOPTED, and APPROVED this 15th day of December 1998.

ATTEST:

for Loretta Bowman
LORETTA BOWMAN, County Clerk

COUNTY OF CLARK

By Yvonne Atkinson Gates
YVONNE ATKINSON GATES, Chair
Board of County Commissioners

ATTEST:

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

CITY OF LAS VEGAS

By Jan Lavery Jones
JAN LAVERTY JONES, Mayor
MICHAEL J. McDONALD, MAYOR PRO-TEM

ATTEST:

for Eileen M. Sevigny
EILEEN M. SEVIGNY, City Clerk

CITY OF NORTH LAS VEGAS FEB 03 1999

By Michael Montandon
MICHAEL MONTANDON, Mayor

STEWART BELL
DISTRICT ATTORNEY

BRADFORD JERBIC, City Attorney
City of Las Vegas

By Christy Geisler
Christy Geisler
Deputy District Attorney

By J. Anticelli

RICHARD C. MAURER, City Attorney
City of North Las Vegas

By Mark L. Geisler, Chief Deputy
1-27-99

EXHIBIT "A"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

COMMUNITY HEALTH CENTERS
OF SOUTHERN NEVADA

Fiscal Year 1996/97 County Fund 437 Funds
Fiscal Year 1998/99 Clark County CDBG Funds

The County retains the right to administer any funds contributed to the construction of the medical services facility in addition to those previously allocated under terms of this agreement, whether received by the County, City of Las Vegas, City of North Las Vegas, or other party.

CONSTRUCTION/DESIGN

Construction of new 14,000 square foot
medical services facility --

FY 1996-97 Fund 437 monies contributed by Clark County	\$2,000,000
FY 1998-99 CDBG Funds contributed by Clark County	\$332,524

Engineering and Design --

FY 1996-97 and FY 1997-98 CDBG Funds Contributed by City of North Las Vegas	\$190,000

Dental Clinic

FY 1996-97 and FY 1997-98 CDBG Funds Contributed by City of Las Vegas	<u>\$560,000</u>

SUBTOTAL	\$3,082,524

OTHER

Three Acre Land Acquisition (\$4 per square foot) --
Donated by City of Las Vegas

\$348,480

SUBTOTAL	<u>\$3,431,004</u>

TOTAL COSTS FOR

DESIGN AND CONSTRUCTION

MINUS LAND ACQUISITION COSTS	\$3,082,524

All costs are based upon current estimates. Final costs cannot be obtained until actual bids are secured.



ENTERPRISE MEDICAL CENTER

1700 WHEELER DR, LAS VEGAS 89108

NOT TO SCALE
R/23/2018



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

Issue: 340B Pharmacy Services Agreement with Optum Pharmacy 702, 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 340B Pharmacy Services Agreement with Optum Pharmacy 702, LLC; authorize the Chief Executive Officer to execute future amendments that only addresses pharmacy locations or other non-financial components of this Agreement; and take action as deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000717200 Funded Pgm/Grant: N/A
Description: 340B Prescription Drug Program – Contract Pharmacy
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 10/1/2020 to 9/30/2023 then one (1) year auto renewal periods
Amount: Estimated annual savings/revenue is \$8,000,000
Out Clause: 30 days w/o cause after the Initial Term
Additional Comments: Enhanced savings/revenue by expanding our 340B contract pharmacy network

BACKGROUND:

This request is to approve a new 340B Pharmacy Services Agreement (“Agreement”) with Optum Pharmacy 702, LLC (Optum) to be effective on the last date signed by the parties (“Effective Date”). This Agreement will allow Optum to utilize 340B medications to fill UMC prescriptions for eligible patients of the program. This Agreement will supersede and terminate the existing 340B agreement between UMC and Avella of Deer Valley, Inc.

The Health Resources and Services Administration (“HRSA”) regulations have provided for multiple contract pharmacy relationships with 340B entities. UMC is a covered entity under Section 340B of the Veterans Administration Act of 1992 and qualifies as a disproportionate share hospital. Federal law requires that 340B medications be sold at a discount of 13%, 17% and 23% of best price based on the class of pharmaceutical (generic/brand). The 23% applies to brand name products. Current discount rates were enhanced as part of the Affordable Care Act. This pricing is similar to the rebated Medicaid price for medications established by Congress in OBRA ‘90. In establishing contract pharmacy relationships, UMC is able to increase its 340B savings on eligible 340B prescriptions. It is estimated that this could provide a savings/revenue stream of

Cleared for Agenda
October 21, 2020

Agenda Item #

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approximately \$8 million per year to UMC. Optum will receive a dispensing/fill fee for 340B eligible prescriptions.

The Agreement term shall commence on October 1, 2020 and remain in effect for three (3) years, afterwards, it shall automatically renew for successive one-year periods until terminated with a 30-day written notice after the Initial Term. Staff also requests authorization for the Hospital CEO to execute future amendments that only addresses pharmacy locations or other non-financial components of this Agreement.

UMC's Pharmacy Services Director and Supervisor have reviewed and recommend approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

340B PHARMACY SERVICES AGREEMENT

THIS 340B PHARMACY SERVICES AGREEMENT (hereinafter "Agreement") is made by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, eligible under the Section 340B Drug Pricing Program ("340B Program") and a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, (hereinafter "Covered Entity"), on the one part, and Optum Pharmacy 702, LLC, on behalf of itself and its affiliated licensed pharmacies listed in Attachment B (hereinafter "Pharmacy"), on the other part, as of October 1, 2020 (the "Effective Date"), and will become operational effective as of January 1, 2021, or the date on which it has been registered and made effective by the Health Resources and Services Administration ("HRSA") (the "Operational Date").

WHEREAS, Covered Entity is a "Covered Entity" as defined in Section 340B of the Public Health Service Act ("Section 340B") and is eligible to purchase certain outpatient drugs at reduced prices for use by Eligible Patients, as defined in this Agreement, from drug manufacturers who have signed a drug purchasing agreement with the United States Department of Health and Human Services (hereinafter "DHHS") and/or the manufacturers' wholesalers;

WHEREAS, Covered Entity provides health care services to Eligible Patients at Covered Entity eligible sites described on Attachment A (each, the "Covered Entity Site", collectively "Covered Entity Sites");

WHEREAS, Pharmacy is duly licensed as a pharmacy in the states requiring such licensure for Pharmacy to conduct its business operations; and

WHEREAS, Covered Entity desires to engage Pharmacy (1) to provide 340B Pharmacy Services, as defined in this Agreement, to Eligible Patients with respect to outpatient drugs Covered Entity purchases pursuant to Section 340B ("340B Drugs") and (2) to dispense 340B Drugs to Eligible Patients on Covered Entity's behalf.

NOW, THEREFORE, the parties agree as follows:

1. **Eligible Patients.** Covered Entity represents and warrants that:

- 1.1. Covered Entity will consider a patient as an "Eligible Patient" under this Agreement only if the individual meets the prescribed patient definition criteria as set forth at 61 Fed. Reg. 55156 (Oct. 24, 1996), as may be amended from time to time by HRSA;
- 1.2. Covered Entity shall be responsible for determining whether a patient is an Eligible Patient and identifying such Eligible Patients to Pharmacy; and
- 1.3. Pharmacy shall be entitled to rely on the Covered Entity's determination and identification of Eligible Patients.

2. **Relationship of the Parties.**

- 2.1. Pharmacy is an independent contractor and shall be solely responsible for its acts and omissions regarding advice and 340B Pharmacy Services it is required to provide to Eligible Patients and Covered Entity. Pharmacy agrees to render all 340B Pharmacy Services provided under this Agreement in accordance with professional standards applicable to 340B Pharmacy Services and in accordance with rules and regulations of the relevant State Board of Pharmacy. Pharmacy shall have the right to refuse to service any Eligible Patient where such service would violate any statute, regulations, or professional standards

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applicable to 340B Pharmacy Services or such refusal is appropriate in the pharmacist's professional judgment. Pharmacy shall notify the health care professional prescriber of any refusal of requested service within twenty-four (24) hours of such refusal.

- 2.2. Covered Entity agrees that Covered Entity and/or its 340B administrator will use commercially reasonable efforts to provide Pharmacy data integration, 340B eligibility determination, 340B Drug inventory control, reports related to the 340B Drugs, and related 340B administrative services on behalf of Covered Entity as outlined in Attachment D.
- 2.3. Covered Entity acknowledges that Pharmacy is relying on the Covered Entity and/or its 340B administrator and their systems, policies and procedures, including Covered Entity and/or 340B administrator's tracking system and information system and the Operational Procedures set forth in Attachment D, to support 340B Pharmacy Services.
- 2.4. In accordance with HRSA's contract pharmacy guidelines set forth at 75 Fed. Reg. 10,272 (March 5, 2010), Pharmacy shall serve as Covered Entity's agent with respect to the dispensing of 340B Drugs.
3. **340B Pharmacy Services and Site(s)**. Pharmacy shall provide services based on Claim Inclusion (as defined below) relating to the receipt, replenishment, and shipment of 340B Drugs purchased by Covered Entity pursuant to Section 340B for patients determined to be Eligible Patients by Covered Entity ("340B Pharmacy Services") and provide related pharmacy services consistent with Pharmacy's standard business practices. Pharmacy agrees it will provide 340B Pharmacy Services through the site(s) listed on Attachment B (or Attachments B-1, B-2, and/or B-3, as applicable).
 - 3.1. "Claim Inclusion" means those claims determined by Pharmacy, at its discretion and subject to third party contractual obligations and Attachment D, for which Pharmacy will provide 340B Pharmacy Services.
 - 3.2. **"Ship To, Bill To" Arrangement**. The parties shall use a "ship to, bill to" procedure, pursuant to which the Covered Entity (or its designee) shall order 340B Drugs directly from the drug manufacturer, a designated sales representative, or a drug wholesaler, which shall bill Covered Entity for the 340B Drugs but ship the 340B Drugs directly to Pharmacy. Covered Entity is responsible for compliance with the 340B requirement for contract pharmacy arrangement(s) and must maintain ownership of the 340B Drugs as required by law.
4. **Records and Reports**. Pharmacy shall maintain (readily retrievable) customary business records including prescription files, records of ordering and receipt, dispensing records, patient invoices and third party reimbursement claims ("Transaction Data"). Pharmacy will provide Covered Entity and/or its 340B administrator with regular reports reflecting such information for Covered Entity's 340B Drugs and Eligible Patients. For each 340B Drug dispensed by Pharmacy, Pharmacy shall submit to Covered Entity or its 340B administrator the claims information described in Attachment C – including the Reference Price, Reimbursement and Dispensing Fee information relevant to that 340B Drug – to support the tracking system required to maintain compliance with Section 340B requirements. Pharmacy will maintain (or arrange for the maintenance of) the Transaction Data for six (6) years, or such longer term as may be required by applicable law, from the transaction date at no charge to the Covered Entity. Transaction Data will be made available to the Covered Entity promptly and timely as the Covered Entity requires and as required pursuant to applicable law.
5. **Payment for 340B Pharmacy Services**. Pharmacy shall be timely paid for 340B Pharmacy Services in accordance with the terms provided on Attachment C to this Agreement.

- 5.1. **Pharmacy Dispensing Fee.** The parties agree that Pharmacy shall receive a dispensing fee, as set forth in Attachment C, for each prescription of 340B Drugs filled for Eligible Patients and providing 340B Pharmacy Services, (the "Dispensing Fee") and that such Dispensing Fee covers Pharmacy's costs and constitutes the sole and exclusive payment Pharmacy is entitled to receive from Covered Entity under this Agreement. Pharmacy may revise the Dispensing Fee after the Initial Term upon providing thirty (30) days prior written notice to Covered Entity, and thereafter no more than once annually. The 340B Specialty Pharmacy Dispensing Fee applies to eligible claims dispensed from a specialty pharmacy listed on Attachment B-1; the 340B Home Delivery Pharmacy Dispensing Fee applies to eligible claims dispensed from a home delivery pharmacy listed on Attachment B-2 (where applicable); and the 340B Infusion Pharmacy Dispensing Fee applies to eligible claims dispensed from an infusion pharmacy listed on Attachment B-3 (where applicable).
- 5.2. **Fair Market Value.** The parties have freely negotiated the terms of this Agreement and neither has offered or received any inducement or other consideration from the other party for entering into this Agreement. The compensation to be paid to Pharmacy is consistent with fair market value in arms-length transactions for 340B Pharmacy Services and is not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties for which payment may be made in whole or in part under a federal or state health care program. Nothing in this Agreement shall be construed to require Covered Entity to make referrals of patients to Pharmacy or Pharmacy to make referrals to Covered Entity.
- 5.3. **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 Covered Entity for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Covered Entity's obligations under it shall be extinguished at the end of any of Covered Entity's fiscal years in which Covered Entity'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. Covered Entity 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 Covered Entity of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
6. **Patient Choice.** Pharmacy understands and agrees that Eligible Patients of Covered Entity may elect not to use Pharmacy for 340B Pharmacy Services. In the event that an Eligible Patient elects not to use Pharmacy for such services, the patient may obtain the prescription from the health care professional prescriber and then obtain the drugs from the pharmacy provider of his or her choice.
7. **Final Reconciliation Reports.** A final reconciliation report shall occur no later than thirty (30) days from the date of termination of this Agreement. The provisions of this Section 7 shall survive the expiration or termination of this Agreement for any reason. Covered Entity acknowledges that all information and reports related to the 340B Drugs will be provided by the Covered Entity or its 340B administrator, and not Pharmacy. Pharmacy will submit claims for drugs dispensed by Pharmacy to Covered Entity or its 340B administrator to support the Covered Entity or its 340B administrator's reporting and tracking requirements for the Covered Entity.
8. **Prohibition on Resale or Transfer of 340B Drugs.** The parties agree that they will not knowingly resell or transfer a 340B Drug to an individual who is not an Eligible Patient of Covered Entity. Covered Entity acknowledges and agrees that it is solely responsible for verifying the eligibility of a patient to Pharmacy, and that so long as Pharmacy sells a 340B Drug only to Eligible Patients of Covered Entity as so verified by Covered

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Entity, Pharmacy shall not be in violation of this Section 8.

9. **Audits/Contract Pharmacy Compliance.**

9.1. Pharmacy understands and agrees that both Pharmacy and Covered Entity are subject to audit by DHHS and by drug manufacturers who have signed a drug purchasing agreement with DHHS, which audits may pertain to the Covered Entity's compliance with the prohibition on drug resale or transfer and the prohibition on duplicate Medicaid rebates and discounts. Pharmacy agrees to reasonably cooperate with such audits and to comply with applicable provisions of the audit guidelines and amendments thereto that may be published from time to time.

9.2. Pharmacy grants Covered Entity, and its duly authorized representatives, the right, on behalf of Covered Entity, to audit its applicable books and records, including all applicable electronic records, to verify and ensure compliance with the duties, obligations and transactions outlined hereunder. Any such audit shall be conducted during reasonable business hours, upon reasonable prior written notice and approval, once per calendar year, and in a manner so as not to interfere with the conduct of Pharmacy's business. Pharmacy agrees to use commercially reasonable efforts to cooperate with such audits in good faith.

9.3. Pharmacy agrees to cooperate with Covered Entity to identify necessary information for Covered Entity to meet its ongoing responsibility of ensuring that the contract pharmacy services guidelines as promulgated by HRSA's Office of Pharmacy Affairs ("OPA") are being complied with and establish mechanisms to ensure the availability of that information for periodic independent audits (no less frequently than annually) that shall be performed by Covered Entity's independent auditors. In complying with these requirements, Covered Entity will register Pharmacy with HRSA using the online Contract Pharmacy Registration as required by OPA.

9.4. Provisions of this Section 9 shall survive the expiration or termination of this Agreement for any reason.

10. **Inspection by DHHS.** Pharmacy and Covered Entity understand and agree that a copy of this Agreement will be provided, upon written request, to DHHS. The provisions of this Section 10 shall survive the expiration or termination of this Agreement for any reason.

11. **Insurance.** Pharmacy shall maintain during the term of this Agreement a policy of liability insurance with a responsible insurance carrier in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate and which includes in its coverage loss of, or damage to, the 340B Drugs during the period they are in the possession of Pharmacy. Covered Entity shall maintain during the term of this Agreement a policy of liability insurance with a responsible insurance carrier with at least the minimum limits that are customary in its industry. Covered Entity may satisfy such insurance requirements through a self-insurance program maintained in accordance with the requirements of state law and the Medicare program.

12. **Assignment.** A party may not assign or transfer this Agreement without the prior written consent of the other party, except that Pharmacy may assign this Agreement to any affiliate upon 30-day notice to Covered Entity. This Agreement will bind the parties and their respective successors and assigns and will inure to the benefit of the parties and their respective permitted successors and assigns.

13. **Term and Termination.**

13.1. This Agreement shall commence on the Effective Date, and shall continue for a term of three (3) years ("Initial Term"), unless terminated earlier as stated below. Thereafter, this Agreement shall automatically renew for successive one (1) year terms ("Renewal Term"), unless either party provides written notice of

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non-renewal not less than ninety (90) days prior to the end of the Initial Term or any subsequent and current Renewal Term.

- 13.1.1. For Cause. Either party may terminate this Agreement following a material breach by the other party which is not timely cured. The non-breaching party shall notify the breaching party of the breach and the breaching party shall have thirty (30) days (the "Cure Period") to cure the breach. If the breaching party fails to cure the breach within the Cure Period, then the non-breaching party may terminate the Agreement upon written notice to the breaching party. Either party's waiver or failure to take action with respect to the other party's failure to comply with any term or provision of this Agreement shall not be deemed to be a waiver of the right to insist on future compliance with such term or provision.
- 13.1.2. Adverse Legal Determination. Either party may immediately terminate this Agreement upon written notice to the other party (a) following a judgment, writ, order, or injunction for equitable relief, award or decree of or by any governmental authority or change in any laws that would make performance of this Agreement, in any material respects, unlawful or illegal for the terminating party, or (b) if a governmental authority requires either party to terminate this Agreement.
- 13.1.3. Termination Due to Loss of Covered Entity Status. Either party may immediately terminate this Agreement, upon written notice to the other party, if Covered Entity ceases to qualify as a "covered entity" under the 340B Program.
- 13.1.4. Termination With or Without Cause. Notwithstanding the foregoing, either party may terminate this Agreement with or without cause, upon thirty (30) days written notice to the other party after the Initial Term of the Agreement.
- 13.2. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested or by overnight delivery by a nationally recognized courier, to the parties at the addresses set forth on the signature pages hereto (or such other address as the parties may specify in writing). Notice shall be effective on the day it is received.
- 13.3. Except when termination is pursuant to Section 13.1.3, upon the request of Covered Entity, Pharmacy agrees to continue to provide 340B Pharmacy Services on the payment and other terms of this Agreement for a period of up to sixty (60) days after the date this Agreement expires or is terminated in order to ensure an effective transition of services and continuation of quality care for Eligible Patients.
14. Compliance with Laws. The parties hereto shall comply with all applicable federal, state and local laws, rules, regulations and requirements. Each party is aware of the potential for civil or criminal penalties if the party violates federal, state, or local laws.
15. Dispute Resolution. If a dispute occurs between the parties, the complaining party may request a meeting by executive officers of each party who will attempt to resolve the dispute in good faith before beginning a legal action, except for matters subject to injunctive relief. If the parties' executive officers do not resolve the dispute within 30 days after the notice, then arbitration may be commenced. All disputes under this Agreement will be settled by arbitration administered by the American Arbitration Association under its Commercial Rules conducted before a single arbitrator in Clark County, Nevada. Arbitration disputes will be resolved on an individual basis and no arbitration may proceed as a class action arbitration. Judgment on the arbitrator's award may be entered in any court with jurisdiction in Clark County, Nevada. The arbitration requirements will not affect a party's right to seek appropriate equitable relief to enforce its rights under this Agreement.

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16. **Governing Law.** This Agreement and each party's rights and obligations under it will be governed by and construed in accordance with the laws of Nevada without giving effect to conflicts of law principles. Each party waives any right it might have to a jury trial with respect to any matter arising under this Agreement.

17. **Representations of Pharmacy.** Pharmacy represents to and agrees with Covered Entity that:

17.1. it employs, and will continue to employ throughout the term of this Agreement, sufficient qualified and credentialed personnel needed to manage and operate the Pharmacy and provide the 340B Pharmacy Services anticipated hereunder in a timely, professional, competent and ethical manner;

17.2. it owns, possesses and employs, and will continue to employ throughout the term of this Agreement, sufficient technology and equipment as needed to manage and operate the Pharmacy and provide the 340B Pharmacy Services in the manner anticipated hereunder;

17.3. it will render the 340B Pharmacy Services hereunder in accordance with prevailing pharmaceutical and medical standards that are applied in the same fashion to all of its patients;

17.4. it will render all 340B Pharmacy Services to Eligible Patients without regard to race, creed, color, age, sex, sexual orientation, citizenship, marital status, veteran status, national origin, disability, religion, arrest record or other protected status;

17.5. it will not use 340B Drugs to dispense Medicaid prescriptions, except as provided in an arrangement with the State Medicaid agency as approved by Covered Entity, to prevent duplicate discounting, and as required by law.

18. **Representations of Covered Entity and Pharmacy.** Covered Entity and Pharmacy each represent to and agree with the other that:

18.1. neither it, nor any of its members, directors, officers, agents, employees or members of its workforce (a) have been convicted of a criminal offense that would trigger exclusion pursuant to 42 USC 1320a-7(a) or (b) unless such entity or individual has been reinstated, is not listed by a federal or state agency as currently suspended, debarred, excluded or otherwise ineligible for state or federal program participation. Covered Entity and Pharmacy further agree to immediately notify the other party after it becomes aware that any of the foregoing representations may be inaccurate or may become incorrect. In the event any of the foregoing representations become inaccurate or incorrect, it shall be a material breach and the other party may immediately terminate this Agreement without penalty to the non-breaching party. Each party hereby agrees that, in the event an employee is suspended, debarred, excluded or otherwise ineligible from a federal or state healthcare program, immediate corrective action will be taken to ensure that such employee will not thereafter be directly or indirectly involved in the 340B Pharmacy Services related to this Agreement.

18.2. all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation, by contract or otherwise, sufficient to enable each of Covered Entity and Pharmacy to fully comply with all provisions of this Agreement;

18.3. the parties will reasonably cooperate with each other in the performance of the mutual obligations under this Agreement; and

18.4. the execution and delivery of this Agreement and the performance of the duties obligations and

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transactions contemplated do not and will not contravene, conflict with or violate any agreement, commitment, plan or instrument binding on Covered Entity or Pharmacy, including, without limitation, any participating provider agreement and any third party payor or pharmacy benefit management agreement.

19. **Representations of Covered Entity.** Covered Entity represents to and agrees with Pharmacy that:

- 19.1. it is a Covered Entity as defined in Section 340B and will notify Pharmacy immediately if its covered entity status ends during the term of this Agreement;
- 19.2. it has the authority to enter into this Agreement and will perform its responsibilities hereunder, and will ensure that its 340B administrator performs its responsibilities outlined hereunder and in Attachment D, in a professional and diligent manner consistent with industry standards reasonably applicable to the performance thereof;
- 19.3. it will be solely responsible for ensuring its compliance with 340B Program guidelines, including the actions and inactions of its 340B administrator; and
- 19.4. it will be solely responsible for compliance with all federal and state laws, regulations and guidance prohibiting duplicate discounting by: (1) carving out from its definition and determination of Eligible Patient any patient that is a beneficiary of Medicaid, Medicaid managed care, AIDS Drug Assistance Program ("ADAP") coverage or other coverage if the use of 340B Drugs for such patients results in prohibited duplicate discounts, and/or (2) making other arrangements to prevent duplicate discounting, when required, including arrangements to comply with requirements applicable to covered entities or contract pharmacies to identify 340B claims and/or to submit 340B claims at legally or contractually specified pricing, with Medicaid agencies, Medicaid managed care organizations, ADAPs or other payers.

20. **Confidentiality and Non-disclosure.**

- 20.1. **Patient Privacy and HIPAA Compliance.** The parties recognize that each is a covered entity within the meaning of the federal Health Insurance Portability and Accountability Act ("HIPAA") and agree to protect and respect the patient rights to privacy and confidentiality concerning their medical and pharmaceutical records. Each party agrees to comply with HIPAA and other applicable state and federal laws. Failure by either party to abide by these requirements shall be a basis for immediate termination of this Agreement. In furtherance of the foregoing and during the term of this Agreement, Covered Entity shall enter into a HIPAA-compliant Business Associate Agreement with its 340B administrator, whereby its 340B administrator is Covered Entity's business associate.
- 20.2. **Non-disclosure.** In the course of performing under this Agreement, either of the parties may receive, be exposed to or acquire Confidential Information including but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer data base or computer readable form, as well as any information identified as confidential of the other party ("Confidential Information"). For purposes of this Agreement, Confidential Information shall not include Protected Health Information, the security of which is the subject of this Agreement and is provided for elsewhere. The parties, including their respective employees, agents or representatives (i) shall only use the other party's Confidential Information as necessary and appropriate for the performance of this Agreement, (ii) shall not disclose to any third party the other party's Confidential Information except as otherwise permitted by this Agreement, (iii) only permit use of such Confidential Information by employees, agents and representatives having a need to know in connection with performance under this Agreement, and (iv) advise each of their employees,

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OPTUM PHARMACY

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agents, and representatives of their obligations to keep such Confidential Information confidential. This provision shall not apply to Confidential Information: (1) after it becomes publicly available through no fault of either party hereto; (2) which is later publicly released in writing by the party hereto owning such Confidential Information; (3) which is lawfully obtained from third parties without restriction; (4) which can be shown to be previously known or developed by either party hereto independently of the other party; or (5) which is required to be disclosed by law.

Notwithstanding the foregoing, nothing in this Agreement shall in any way limit the ability of the Covered Entity to comply with any laws, legal process or disclosures by or to public bodies. The parties acknowledge that this Agreement, any responses, materials, correspondence or documents provided to the Covered Entity are subject to the Freedom of Information Act, Nevada Public Records Act and Nevada Open Meeting Law (collectively, the "Laws") and may be released or provided to the members of Covered Entity's public body or third parties in compliance with the Laws or any other applicable law and will not constitute a breach or threatened breach of this Agreement.

If Covered Entity receives a demand for the disclosure of any information related to this Agreement which Pharmacy has claimed to be confidential and proprietary, Covered Entity will immediately notify Pharmacy of such demand and Pharmacy shall immediately notify Covered Entity of its intention to seek injunctive relief in a Nevada court for protective order. Pharmacy shall indemnify, defend and hold harmless Covered Entity from any claims or actions, including reasonable associated costs and attorney's fees, demanding the disclosure of Pharmacy's document in Covered Entity's custody and control in which Walmart claims to be confidential and proprietary.

20.3. Enforcement. Each of the parties acknowledges and agrees that any breach by it of any of the provisions of Section 20.2 ("Restrictive Covenants") would result in irreparable injury and damage for which money damages would not provide an adequate remedy. Therefore, if either party hereto breaches, or threatens to commit a breach of, any of the Restrictive Covenants, the other party shall have the right and remedy (upon compliance with any necessary prerequisites imposed by law upon the availability of such remedy), which shall be independent and severally enforceable, and which shall be in addition to, and not in lieu of, any other rights and remedies available to it under law or in equity (including, without limitation, the recovery of damages), to seek to have the Restrictive Covenants specifically enforced (without posting bond and without the need to prove damages) by any court having equity jurisdiction, including, without limitation, the right to seek an entry against breaching party of restraining orders and injunctions (preliminary, mandatory, temporary and permanent), without posting bond and without the need to prove damages, against violations, threatened or actual, and whether or not then continuing, of the Restrictive Covenants. The existence of any claim or cause of action by the breaching party, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of the Restrictive Covenants. In addition, any breach of the Restrictive Covenants shall constitute a material breach of this Agreement.

20.4. Survival of Obligations. The rights and obligations set forth in this Section 20 shall survive the termination of this Agreement.

21. Force Majeure. If any party is unable to perform any of its obligations under this Agreement because of any cause beyond the reasonable control of and not the fault of the party invoking this section, including any act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, pandemic, destruction of production facilities, riot, insurrection or material unavailability, and if the non-performing party has been unable to avoid or overcome its effects through the exercise of commercially reasonable efforts, this party will give prompt notice to the other party, its performance will be excused, and the time for its performance will be extended for the period of delay or inability to perform due to such occurrences, except that if performance is extended

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under this section for more than 60 days, then at any time before reinstatement of the performance, the other party may terminate this Agreement upon notice to the non-performing party. Pharmacy will maintain commercially reasonable business continuity and disaster recovery plans.

22. **Limitation of Liability.** The parties agree that neither party, and neither party's officers, directors, employees or agents shall be liable to the other party for any claims, liabilities, or expenses relating to this Agreement for an aggregate amount in excess of the aggregate Dispensing Fees paid to Pharmacy pursuant to this Agreement, except) to the extent finally judicially determined to have resulted primarily from the breach of law by, or bad faith or intentional misconduct of, the party. In no event shall any party or any party's officers, directors, employees, or agents be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this Agreement.
23. **Relationship of the Parties; Third Party Beneficiaries.** The sole relationship between the parties is that of independent contractors. This Agreement will not create a joint venture, partnership, agency, employment or other relationship between the parties. Nothing in this Agreement will be construed to create any rights or obligations except among the parties; no person or entity will be regarded as a third party beneficiary of this Agreement.
24. **Survival.** Any term of this Agreement that contemplates performance after termination of this Agreement will survive expiration or termination and continue until fully satisfied, including Section 20.2, which will survive so long as the information is Confidential Information or the data is proprietary to either party or its successors, successors-in-interest or assigns, and Sections 23 and 24, which will survive indefinitely.
25. **Waiver; Severability.** The failure of any party to insist in any one or more instances upon performance of any term of this Agreement will not be construed as a waiver of future performance of the term, and the party's obligations for the term will continue in full force and effect. The provisions of this Agreement are severable. The invalidity or unenforceability of any term or provision in any jurisdiction will be construed and enforced as if it has been narrowly drawn so as not to be invalid, illegal or unenforceable to the extent possible and will in no way affect the validity or enforceability of any other terms or provisions in that jurisdiction or of this entire Agreement in that jurisdiction.
26. **Entire Agreement; Amendment.** This Agreement and Attachments A, B, C and D represent the entire understanding of the parties in the subject matter hereof. Such attachments are incorporated herein and made a part hereof. There are no other agreements or understandings among the parties, either oral or written, relating to the subject matter hereof. This Agreement hereby supersedes and terminates the existing 340B agreement between Covered Entity and Avella of Deer Valley, Inc. dated July 1, 2017. Any amendments to this Agreement shall be in writing and signed by all parties hereto.

The parties' duly authorized representatives are signing this 340B Pharmacy Services Agreement as of the

Effective Date.

UNIVERSITY MEDICAL CENTER OF SOUTHERN
NEVADA

Optum Pharmacy 702, LLC.

By: _____

Name: _____

Title: _____

Date: _____

Address: 1800 W. Charleston Blvd.
Las Vegas, NV 89102
Attn: Contracts Management

By: _____

Name: _____

Title: _____

Date: _____

Address: 1600 McConnor Parkway
Schaumburg, IL 60173-6801

DocuSigned by:
Jeff Grosklags
13B02EB7E323416...

ATTACHMENT A

ELIGIBLE COVERED ENTITY SITES

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 W. CHARLESTON BLVD.
LAS VEGAS, NV 89102
DSH290007

ELIGIBLE COVERED ENTITY SITES SHALL INCLUDE THE PARENT ENTITY AND ALL ACTIVE CHILD SITES, AND ITS ASSOCIATES, CURRENTLY REGISTERED AND/OR REGISTERED IN THE FUTURE UNDER COVERED ENTITY'S 340B ID NUMBER.

ATTACHMENT B-1**CONTRACTED PHARMACY LOCATIONS – SPECIALTY PHARMACIES**

<u>Pharmacy Name</u>	<u>Address</u>	<u>NPI#</u>	<u>NCPDP#</u>	<u>DEA#</u>
OPTUM PHARMACY 801, INC.	24416 N 19TH AVE STE. 100 PHOENIX, AZ 85085	1780030163	0360987	FA7972765
OPTUM PHARMACY 707, INC.	4900 RIVERGRADE RD STE E110 IRWINDALE, CA 91706-1401	1932110442	5623031	FM5353735
OPTUM PHARMACY 703, LLC	8350 BRIOVA DR. LAS VEGAS, NV 89113	1720364532	2992750	FN2875726
OPTUM PHARMACY 702, LLC	1050 PATROL ROAD JEFFERSONVILLE, IN 47130	1083045140	1564930	FB4247943
OPTUM PHARMACY 803, INC.	701 Shadow Ln #110 Las Vegas, NV 89106-4132	1629219290	2991708	FA1683211

When registering the pharmacies on the HRSA website, please use the information below as the pharmacy contact:

Nancy McCutcheon
Sr. VP of Strategic Sales
651-983-0677

Nancy.mccutcheon1@optum.com

In the event there is a nonmaterial discrepancy between the information in the above chart and the 340B OPAIS listing, e.g. a typographical error, punctuation, abbreviation, additional descriptive such as store number, etc., the 340B OPAIS listing shall control and the parties agree an amendment to this agreement shall not be required.

ATTACHMENT B-2**CONTRACTED PHARMACY LOCATIONS – HOME DELIVERY PHARMACIES**

<u>Pharmacy Name</u>	<u>Address</u>	<u>NPI#</u>	<u>NCPDP#</u>	<u>DEA#</u>
OPTUMRX	OPTUMRX INC 6800 W 115TH ST STE 600 OVERLAND PARK, KS 66211-9838	1669498515	1718634	BP9587847
OPTUM PHARMACY 703, LLC	8350 BRIOVA DR. LAS VEGAS, NV 89113	1437526316	2993942	FN2875726

When registering the pharmacies on the HRSA website, please use the information below as the pharmacy contact:

Nancy McCutcheon
Sr. VP of Strategic Sales
651-983-0677

Nancy.mccutcheon1@optum.com

In the event there is a nonmaterial discrepancy between the information in the above chart and the 340B OPAIS listing, e.g. a typographical error, punctuation, abbreviation, additional descriptive such as store number, etc., the 340B OPAIS listing shall control and the parties agree an amendment to this agreement shall not be required.

ATTACHMENT B-3

CONTRACTED PHARMACY LOCATIONS- INFUSION PHARMACIES

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ATTACHMENT C**COMPENSATION FOR SERVICES – PHARMACY’S DISPENSING FEE**

Dispensing Fee. In addition to any applicable Reimbursement, for each eligible 340B claim, Covered Entity shall pay Pharmacy a Dispensing Fee as follows:

1. **340B Specialty Pharmacy Dispensing Fee:** For each eligible claim dispensed from a Pharmacy listed on Attachment B-1, Covered Entity agrees to pay Pharmacy a Dispensing Fee for 340B Pharmacy Services equal to the sum of twelve percent (12%), based on the Reference Price of the drug dispensed, plus twenty five dollars (\$25.00) for such claim. The 340B Specialty Pharmacy Dispensing Fee will be capped at (1) two thousand dollars (\$2000) for each eligible claim for up to a thirty (30) day supply, (2) four thousand dollars (\$4000) for each eligible claim for up to a sixty (60) day supply, and (3) six thousand dollars (\$6000) for each eligible claim for up to a ninety (90) day supply.
2. **340B Home Delivery Pharmacy Dispensing Fee:** For each eligible claim dispensed from a Pharmacy listed on Attachment B-2, Covered Entity agrees to pay Pharmacy a Dispensing Fee for 340B Pharmacy Services equal to the sum of five percent (5.0%), based on the Reference Price of the drug dispensed, plus ten dollars (\$10.00) for such claim.
3. **340B Infusion Pharmacy Dispensing Fee:** For each eligible claim dispensed from a Pharmacy listed on Attachment B-3, Covered Entity agrees to pay Pharmacy a Dispensing Fee for 340B Pharmacy Services equal to fifty dollars (\$50.00) for such claim.

“Reference Price” means the basis used to pay Covered Entity before the applicable Dispensing Fee is applied. The Reference Price is based on the Acquisition Cost, and is dictated by Pharmacy. The Reference Price equation is different for specialty pharmacies, home delivery pharmacies, and infusion pharmacies. Pharmacy shall, upon written request, provide Covered Entity with a list of its Reference Prices for 340B Drugs. Pharmacy will use commercially reasonable efforts to notify Covered Entity and/or its third party administrator of any changes in the Reference Price within sixty (60) days of a change. Such notification may be completed via invoices, and does not need to follow the requirements of Section 13.2. Covered Entity, in its reasonable discretion, may elect not order any replenishment inventory for products with a new or updated Reference Price.

“Acquisition Cost” means the Pharmacy's acquisition cost for the drug dispensed to an Eligible Patient, net of prompt pay or other discounts, for the most recent month for which the information is available, as reported by Pharmacy.

“Reimbursement” means, for each eligible claim subject to payment of a Dispensing Fee, the total payments received by Pharmacy from the Eligible Patient’s insurance company, managed care organization, pharmacy benefit manager or other third party payer, plus any co-payment and/or co-insurance received by Pharmacy from the Eligible Patient.

Remittance to Covered Entity and/or its 340B administrator. For each eligible claim dispensed to an Eligible Patient (as determined by Covered Entity and/or its 340B administrator), Pharmacy shall remit to Covered Entity and/or its 340B administrator the amount of the applicable Reference Price less the applicable Dispensing Fee, which amount shall be set forth in an invoice provided to Pharmacy by Covered Entity and/or its 340B administrator. For the avoidance of the doubt, the NPI of the dispensing Pharmacy will determine which Dispensing Fee applies.

Winners Only Model. The parties agree that any claim that creates negative revenue for either the Covered Entity or Pharmacy will be excluded from the program and not considered for 340B eligibility.

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ATTACHMENT D**OPERATIONAL PROCEDURES**

Item	Decision Point	Defined
Replenishment Frequency	On the mutually agreed upon schedule, and if applicable contingent upon Covered Entity payment confirmation, 340B administrator shall order, for delivery to Pharmacy, all 340B Drugs which have been determined to be eligible and have reached a full package size but have not yet been delivered to Pharmacy.	1x per week
Wholesaler	Which wholesaler for 340B, Pharmacy or Covered Entity's wholesaler? ***Cardinal is the ONLY wholesaler to be used for HDP replenishment*****	Cardinal (or as otherwise agreed)
Model	What type of 340B program model is this: 'all claims', 'brand only', 'winners only'? A winners only model means that any claim that creates negative revenue for either the Covered Entity or Pharmacy will be excluded from the program and not considered for 340B eligibility.	Winners Only
HDP Central Fill Replenishment Model	A central fill replenishment model funnels all replenishment to a single location. How accumulators are handled will vary by TPA. Please contact your TPA for direction on wholesaler account set up variations. The HDP pharmacy in Overland Park, KS will be the single replenishment site for all HDP replenishments.	Overland Park, KS
Invoicing on Replenishment	Invoicing Model: Allow Pharmacy to reimburse Covered Entity for claims that have been replenished. Once replenishment is sent to the Pharmacy, the 340B administrator will allocate the replenishment to a claim and include that claim on the following Pharmacy invoice.	ON
Reprocessing Window	If new or additional information causes the 340B administrator to re-designate a claim as 340B eligible that was originally deemed ineligible, any reprocessing of such claims must be completed within the number of calendar days specified. If additional eligibility information has become available to make a previous ineligible claim now 340B eligible, 340B administrator will add the additional 340B eligible claims to the Batch Claims Response File communicated to the 340B administrator. Covered Entity shall have the exclusive right to decide whether to reprocess a claim as 340B eligible.	180 Days
Invoicing on Replenishment Pharmacy Fee	Invoice full Pharmacy fee for each claim or invoice percent of Pharmacy fee based on percent of claim invoiced.	FULL
Reverse Uninvoiced Claims After X days	Any drug that has been dispensed and not replenished within 180 calendar days will be reconciled on the following invoice. Full claims will be reversed, for partial claim dispensations, a partial claim inventory adjustment will be made for the quantity of the drug that was not replenished. If a 340B Discount Cash Claim, Covered Entity will remit payment to the Pharmacy for the amounts of the drugs in question at the Wholesale Acquisition Price (WAC) for the NDC for that particular drug, prorated according to the amount of the drug that cannot be replenished. Covered Entity shall not be obligated to pay a Dispensing Fee on such unreplenished drugs.	180 DAYS
340B Discount Cash Plan	A 340B discount cash plan selected from the 340B administrator cash plans options, intended for the purpose of passing through the 340B discount to the patient.	By request
CIIs---Vs	Include or exclude these drugs	Included
CIIs	In retail contract pharmacy - CIIs require the use of 222 forms; In-house pharmacy order as usual	Excluded

Invoicing	Frequency with which Pharmacy is invoiced on behalf of the Covered Entity.	1 st and the 15th day of the month
Payment Terms	Within _____ number of days from Invoice date, Pharmacy shall remit payment thereof by electronic funds transfer to Covered Entity and/or its 340B administrator.	30 Days

[End of Document]

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one) We are a LLC that is a subsidiary of a publicly traded corporation, UnitedHealth Group Inc.						
☐ 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: Unknown, as we are a subsidiary of a national company with employees working across the country.						
Corporate/Business Entity Name:		Optum Pharmacy 702, LLC				
(Include d.b.a., if applicable)						
Street Address:		1050 PATROL ROAD		Website: www.optumrx.com		
City, State and Zip Code:		JEFFERSONVILLE, IN 47130,		POC Name: Dave Miller Email: dave.miller@optum.com		
Telephone No:		800-562-6223		Fax No: 812-256-8700		
Nevada Local Street Address: (If different from above)		Affiliated pharmacies located at: (1) 701 SHADOW LN #110, LAS VEGAS, NV 89106, and		Website:		
City, State and Zip Code:		(2) 8350 BRIOVA DR. LAS VEGAS, NV 89113.		Local Fax No: 877-480-1752		
Local Telephone No:		702-522-6483		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). See attached list

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 We are a subsidiary of a publicly-traded corporation

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:

Jeff Grosklags

Jeff Grosklags

Print Name

10/19/2020

Date

CFO

Title

**United Health Group
Executive Management Team**

David S. Wichmann
Chief Executive Officer, UnitedHealth Group

Larry C. Renfro
Vice Chairman, UnitedHealth Group

Sir Andrew Witty
Office of the Chief Executive, President, UnitedHealth Group, Chief Executive Officer, Optum

Dirk McMahon
Office of the Chief Executive, Chief Executive Officer, UnitedHealthcare

Cory B. Alexander
Office of the Chief Executive, Executive Vice President, Corporate Affairs, UnitedHealth Group

Ken Ehlert
Office of the Chief Executive, Chief Scientific Officer, UnitedHealth Group

Patricia L. Lewis
Office of the Chief Executive, Executive Vice President and Chief Human Resources Officer, UnitedHealth Group

Richard Migliori, M.D.
Office of the Chief Executive, Executive Vice President, Medical Affairs, and Chief Medical Officer, UnitedHealth Group

John Rex
Office of the Chief Executive, Executive Vice President and Chief Financial Officer, UnitedHealth Group

Dan Schumacher
Office of the Chief Executive, President and Chief Operating Officer, Optum

Marianne D. Short
Office of the Chief Executive, Executive Vice President and Chief Legal Officer, UnitedHealth Group

D. Ellen Wilson
Office of the Chief Executive, Executive Vice President, UnitedHealth Group

Terry M. Clark
Senior Vice President, Chief Marketing Officer, UnitedHealth Group

Brett Manderfeld
Senior Vice President, UnitedHealth Group

Richard Mattera
Senior Vice President and Chief Development Officer, UnitedHealth Group

Tom Roos
Senior Vice President and Chief Accounting Officer, UnitedHealth Group

UNITEDHEALTH GROUP

Board of Directors

Richard T. Burke

Lead Independent Director
UnitedHealth Group
Director since 1977

Timothy P. Flynn

Retired Chairman
KPMG International
Director since 2017

Stephen J. Hemsley

Chairman of the Board
UnitedHealth Group
Director since 2000

Michele J. Hooper

President and Chief Executive Officer
The Directors' Council
Director since 2007

F. William McNabb III

Former Chairman and Chief Executive Officer
The Vanguard Group, Inc.
Director since 2018

Valerie Montgomery Rice, M.D.

President and Dean
Morehouse School of Medicine
Director since 2017

John H. Noseworthy, M.D.

Former Chief Executive Officer and President
Mayo Clinic
Director since 2019

Glenn M. Renwick

Retired Chairman and Chief Executive Officer
The Progressive Corporation
Director since 2008

David S. Wichmann

Chief Executive Officer
UnitedHealth Group
Director since 2017

Gail R. Wilensky, Ph.D.

Senior Fellow
Project HOPE
Director since 1993

Committee Membership

Audit

Glenn M. Renwick (Chair)
Michele J. Hooper
F. William McNabb III

Compensation and Human Resources

Timothy P. Flynn (Chair)
John H. Noseworthy, M.D.
Gail R. Wilensky, Ph.D.

Nominating and Corporate Governance

Michele J. Hooper (Chair)
Richard T. Burke
F. William McNabb III

Public Policy Strategies and Responsibility

Gail R. Wilensky, Ph.D. (Chair)
Valerie Montgomery Rice, M.D.
John H. Noseworthy, M.D.

Lead Independent Director, Richard Burke, is an ex officio member of each Committee where he is not a formal member.

**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. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
October 21, 2020

Agenda Item #

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