



UMC Governing Board Meeting

Wednesday, June 24, 2020 2:00 p.m.

Delta Point Building, Emerald Room

Conference Dial-in Number: (605) 313-4818 Participant Access Code: 935683#

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
June 24, 2020, 2:00 p.m.
901 Rancho Lane, Las Vegas, Nevada
Delta Point Building, Emerald Conference Room (1st Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, June 24, 2020, commencing at 2:00 p.m. at the location listed above to consider the following:

This meeting has been properly noticed and posted in the following locations:

University Medical Center 1800 W. Charleston Blvd. Las Vegas, NV (Principal Office)	CC Government Center 500 S. Grand Central Pkwy. Las Vegas, NV	Third Street Building 309 S. Third St. Las Vegas, NV	Regional Justice Center 200 Lewis Ave., 1 st Flr. Las Vegas, NV
City of Las Vegas 495 S. Main St. Las Vegas, NV	City of Henderson 240 Water St. Henderson, NV		

- 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, Agenda Coordinator, at (702) 765-7949. The Governing Board may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Governing Board may remove an item from the agenda or delay discussion relating to an item at any time.
- Consent Agenda - All matters in this sub-category are considered by the Governing Board to be routine and may be acted upon in one motion. Most agenda items are phrased for a positive action. However, the Governing Board may take other actions such as hold, table, amend, etc.
- Consent Agenda items are routine and can be taken in one motion unless a Governing Board member requests that an item be taken separately. For all items left on the Consent Agenda, the action taken will be staff's recommendation as indicated on the item.
- Items taken separately from the Consent Agenda by Governing Board members at the meeting will be heard in order.

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

1. Public Comment

PUBLIC COMMENT. This is a period devoted to comments by the general public about items on **this** agenda. If you wish to speak to the Board about items within its jurisdiction but not appearing on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name and address, and please **spell** your last name for the record. If any member of the Board wishes to extend the length of a presentation, this will be done by the Chair or the Board by majority vote.

2. Approval of Minutes of the regular meeting of the UMC Governing Board on May 27, 2020. *(Available at University Medical Center, Administrative Office) (For possible action)*
3. Approval of Agenda. *(For possible action)*

SECTION 2: CONSENT ITEMS

4. Approve the Provider Agreement between Board of Regents College of Southern Nevada and University Medical Center of Southern Nevada for dental services to Ryan White participants; and take action as deemed appropriate. *(For possible action)*
5. Approve the Provider Agreement between Michelle Lisoskie, MD and University Medical Center of Southern Nevada for psychiatry services to Ryan White participants; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*
6. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada the Supply Agreement for COVID-19 Related Products between Life Technologies Corporation and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to sign the Agreement; and take action as deemed appropriate. *(For possible action)*
7. Review and recommend for award by the Governing Board Bid No. 2020-03, Trauma 2nd Floor Waste Water Replacement Project to P.J. Becker and Sons Construction, LLC, the lowest responsive and responsible bidder; and take action as deemed appropriate. *(For possible action)*
8. That the Governing Board review and approve for award RFP No. 2020-09 Underpayment Recovery Services to FIRM Revenue Cycle Management Services, Inc.; authorize the Chief Executive Officer to sign the Agreement; and take action as deemed appropriate. *(For possible action)*
9. That the Governing Board review and recommend for ratification by the Governing Board the Agreement for Rapid Patient Service Desk Activation with Bluetree Network, Inc.; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*
10. That the Governing Board award RFI No. 2020-14 Oral and Maxillofacial Surgery Services to various physicians; authorize the Chief Executive Officer to sign the Professional Services Agreements for Individuals and Groups; and exercise any extension options. *(For possible action)*
11. That the Governing Board approve the Professional Services Agreement for Emergency Medicine Clinical Services with Sound Physicians Emergency Medicine of Nevada (Bessler), PLLC; and authorize the Chief Executive Officer to sign the Agreement. *(For possible action)*

SECTION 3: BUSINESS ITEMS

12. Receive an annual required training from Rani Gill, Compliance Officer; on compliance for hospital governing boards. *(For possible action)*
13. Receive a status report on COVID-19 progress and recovery from Administration and Infectious Disease. *(For possible action)*
14. Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. *(For possible action)*

15. Receive a report from the Governing Board Human Resource and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*
16. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*
17. Receive the monthly financial report for May FY20; and take any action deemed appropriate. *(For possible action)*
18. Receive an update on the University of Nevada Las Vegas School of Medicine; and take any action deemed appropriate. *(For possible action)*
19. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

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

SECTION 5: CLOSED SESSION

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

COMMENTS BY THE GENERAL PUBLIC

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

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

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

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

**University Medical Center of Southern Nevada
Governing Board
May 27, 2020**

UMC ProVidence Conference Room
UMC Trauma Building (5th Floor)
800 Hope Place
Las Vegas, Clark County, Nevada
Wednesday, May 27, 2020
2:00 p.m.

The University Medical Center Governing Board met in regular session via WebEx, at the location and date above, at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:03 p.m. by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

Present:

John O'Reilly, Chair

Present (Via Phone):

Donald Mackay, M.D., Vice-Chair

Robyn Caspersen

Harry Hagerty

Laura Lopez-Hobbs

Christian Haase

Renee Franklin

Mary Lynn Palenik

Jeff Ellis

Ex-Officio Members:

Present:

Dr. Marc Kahn, Dean of UNLV

Dr. Frederick Lippmann, Chief of Staff (Via Phone)

Barbara Fraser, Ex-Officio (Via Phone)

Others Present:

Mason VanHouweling, Chief Executive Officer

Susan Pitz, General Counsel

Jennifer Wakem, Chief Financial Officer

Lonnie Richardson, Chief Information Officer

Tony Marinelli, Chief Operations Officer

Debra Fox, Chief Nursing Officer

Stephanie Ceccarelli, Board Secretary

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ITEM NO. 1 PUBLIC COMMENT

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

Speakers: None

ITEM NO. 2 Approval of Minutes of the regular meeting of the UMC Governing Board on April 29, 2020. (Available at University Medical Center, Administrative Office) (For possible action)

FINAL ACTION: A motion was made by Member Haase that the Minutes be approved as recommended. Motion carried by unanimous vote.

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

FINAL ACTION: A motion was made by Member Franklin that the Agenda be approved as recommended. Motion carried by unanimous vote.

SECTION 2. CONSENT ITEMS

ITEM NO. 4 Accept a report on the emergency lab renovation; and take action as deemed appropriate.

DOCUMENT(S) SUBMITTED:

- Affordable Concepts Purchase Order
- Supplemental Lab Tenant Improvement Proposal Break Down
- Disclosure of Ownership

ITEM NO. 5 Approve the LIAISON XL COVID-19 Proposal between DiaSorin Inc. (fka Focus Diagnostics) and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any COVID-related amendments; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- DiaSorin Disclosure of Ownership
- DiaSorin Pricing Letter

ITEM NO. 6 Approve the Fifth Amendment to Memorandum of Understanding with DaVita Medical IPA Nevada, LLC d/b/a JSA P5 Nevada, LLC and d/b/a HealthCare Partners of Nevada; and authorize the Chief Executive Officer to sign the Amendment. (For possible action)

DOCUMENTS SUBMITTED:

- Fifth Amendment to Memorandum of Understanding

- ITEM NO. 7 Approve the Service Agreement with Intuitive Surgical, Inc.; and take action as deemed appropriate. *(For possible action)***

DOCUMENTS SUBMITTED:

- Service Agreement for Davinci Robot
- Disclosure of Ownership

- ITEM NO. 8 Ratify the Professional Services Agreement for Adult Urology On-Call Coverage with Las Vegas Urology, LLP; signed by the Chief Executive Officer and authorize to exercise any extension options. *(For possible action)***

DOCUMENTS SUBMITTED:

- Las Vegas Urology – On- Call PSA

- ITEM NO. 9 Review and recommend for ratification by the Board of Hospital Trustees for University Medical Center of Southern Nevada the Emergency Purchase Order with Medical Buyers Group, Inc. for the purchase of COVID-19 Swab Test Kits; and take action as deemed appropriate. *(For possible action)***

DOCUMENTS SUBMITTED:

- Medical Buyers Group Quote
- Disclosure of Ownership
- Purchase Order

- ITEM NO. 10 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada the Fifth Amendment to the Preliminary Affiliation Agreement with the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the University of Nevada, Las Vegas and its School of Medicine (UNLV School of Medicine or School); and authorize the Chief Executive Officer to take action as deemed appropriate. *(For possible action)***

DOCUMENTS SUBMITTED:

- Fifth Amendment to the Preliminary Affiliation Agreement

- ITEM NO. 11 Approve the Service Agreement and Addendum with Philips Healthcare for the Zenition 70 Mobile C-Arm; authorize the Chief Executive Officer to approve future renewals within his delegation of authority; and take action as deemed appropriate. *(For possible action)***

DOCUMENTS SUBMITTED:

- Point of Sale Service Quote
- Disclosure of Ownership
- Addendum to Service Terms and Conditions

- ITEM NO. 12 Review and approve for award RFP No. 2020-02 Out-of-Country Billing and Collection Services to Sunbelt Medical Billings, Inc. d/b/a Sunbelt Medical International; authorize the Chief Executive Officer to sign the Agreement**

and exercise any renewal options; and take action as deemed appropriate.
(For possible action)

DOCUMENTS SUBMITTED:

- Sunbelt Medical Service Agreement

ITEM NO. 13 Approve the Participating Facility Agreement and Medicare Advantage Addendum with SelectHealth, Inc. and SelectHealth Benefit Assurance Company, Inc.; and authorize the Chief Executive Officer to sign the Agreement and Addendum. (For possible action)

DOCUMENTS SUBMITTED:

- Participating Facility Agreement

ITEM NO. 14 Approve review and recommend for ratification by the Board of Hospital Trustees the Sales, and Service Agreements with Fisher HealthCare for the purchase of testing equipment and supplies; and take action as deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- Quote - HPG Covid-19 hz mat
- Quote HPG Covid-19 swabs
- Quote - Instrumentation Laptop
- Purchase Order – Hzmatt
- Purchase Order – Swabs
- Purchase Order Instrument Laptop
- Thermofisher Disclosure of Ownership

ITEM NO. 15 Ratify an Emergency Purchase Order with W. W. Grainger, Inc. for COVID-19 Surgical Masks; (For possible action)

DOCUMENTS SUBMITTED:

- Quote
- Disclosure of Ownership
- Purchase Order

ITEM NO. 16 Ratify the Emergency Purchase Order with Health Research Systems, Inc. for COVID-19 Personal Protective Equipment (For possible action)

DOCUMENTS SUBMITTED:

- HRS Quote 1
- HRS Quote 2
- Nevada Disclosure of Ownership
- Purchase Order

ITEM NO. 17 That the Governing Board recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada the Fourth Amendment with Spring Valley Town Center Las Vegas, NV to extend the lease of the Spring Valley Quick Care through June 30, 2025;

and authorize Chief Executive Officer to sign the amendment. *(For possible action)*

DOCUMENTS SUBMITTED:

- Fourth Amendment to Shopping Center Lease

FINAL ACTION: A motion was made by Member Ellis to approve the items on the Consent Agenda as recommended. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 18 That the Governing Board receive an educational presentation from Keith Slade, UMC's HIPAA Privacy Office on UMC's HIPAA Privacy Program *(For possible action)*

DOCUMENTS SUBMITTED:

- HIPAA Refresher

Keith Slade , HIPAA Privacy Officer presented the annual refresher of the UMC HIPAA Privacy Program to the Governing Board. There are seven areas of ongoing program activities and safeguards that are designed to foster organizational compliance with HIPAA rules which include policies and procedures, accountability to leadership, training and education, monitoring non-compliance, communication, investigations and behavioral corrections. All workforce members are required to participate in the mandatory trainings and adhere to privacy safeguards.

Mr. Slade reviewed the nature and scope of protected health information (PHI) and stressed that anything that could be used to identify or relates to a patient should be considered protected health information. He added that staff would only access the minimum necessary patient information related to their patient care duties.

Safeguard reminders were given to the Board regarding discussion of patient information, media requests and securing ePHI in encrypted email. Media related disclosures should be sent to the experience officer for review and minimum necessary information should be used to accomplish your purpose. Mr. VanHouweling gave a special thank you to Mr. Slade for his assistance in the incident command center with the COVID-19 crisis.

ITEM NO. 19 Recommend to the Board of Hospital Trustees for University Medical Center of Southern Nevada that an amendment to Chapter 3.74 of the Clark County Code be introduced and a public hearing be set; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:

- UMC Ordinance Change

Ms. Pitz, General Counsel provided background on the Ordinance and the changes that would be proposed to the UMC Board of Hospital Trustees. This

would be recommended for public hearing and approval. The purpose of the amendment would effect the delegation of duties to the Governing Board.

Changes presented would allow the Governing Board to oversee credentialing activities and streamline decision making processes. In addition, there would be changes in the verbiage to clarify that the Governing Board would have authority to resolve prelitigation and settlement demands, billing disputes and contract agreements related to development and improvements to the medical district, and provide some flexibility in choosing legal counsel. Lastly, there are changes clarifying services could be secured through the purchasing group.

Chair O'Reilly added that the sections that speak of additional authority would add efficiency to approval and streamline processes.

FINAL ACTION: A motion was made by Member Franklin that the amendment to the Ordinance be recommended to the Board of County Commissioners for approval. Motion carried by unanimous vote.

ITEM NO. 20 Recommend to the Board of Hospital Trustees for University Medical Center of Southern Nevada an amendment to the Bylaws of University Medical Center of Southern Nevada; and direct staff accordingly. (For possible action)

DOCUMENTS SUBMITTED:

- UMC Board of Hospital Trustee Bylaws

Ms. Pitz presented the Bylaws at the Board of Hospital Trustees level. A review of the change in name to the medical staff bylaws and removal of a formal joint conference leadership committee. Language was added authorizing APRN's to have membership in the medical staff consistent with Nevada Revised Statute. Credentialing activities were also made clear in Article IV. There was removal of language stating that individual volunteers be approved by the Board of Trustees.

Chair O'Reilly requested an update on the score card and the Board individual responsibilities and confirm their compliance at the end of the fiscal year.

FINAL ACTION: A motion was made by Member Hagerty that the amendment to the Bylaws be recommended to the Board of County Commissioners for approval. Motion carried by unanimous vote.

ITEM NO. 21 That the Governing Board receive a report from the Governing Board Audit and Finance Committee and take any action deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED: None

Member Robyn Casperson, Chairperson of the Audit and Finance Committee meeting, provided a report of the Governing Board Audit and Finance Committee meeting held on May 20, 2020.

The meeting was called to order at 2:01 pm. There was no public comment and the agenda and minutes were approved. A quorum of members was present.

There were quite a few consent items were approved by the Committee at this meeting. All of the contracts that were approved were part of today's consent agenda. Seven additional business items were reviewed and approved.

A status update report on the electronic health record system was provided. There has been strong participation in utilizing the health record. Delays are expected to implementation in some Epic modules due to response to COVID-19. The Epic system vendor has been updating the module to accommodate any new functionalities in response to COVID-19 issues.

A report was received regarding cyber security. It was noted that there has been an increase in security issues due to the pandemic. Our system with the security measures have been responding appropriately.

CFO report showed the significant challenges that have affected the hospital. Expenses were higher due to COVID-19 response. The committee discussed how they could offer assistance in monitoring the financial results moving forward and regulating cash flows, as well as reviewing the FY21 Budget that was submitted and approved by the County.

There were no emerging issues identified, no public comments and the meeting adjourned at 3:40pm.

ITEM NO. 22 That the Governing Board receive an update on the monthly financial report for April FY20, and take any action deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED:

- April FY2020 Financial Report

Jennifer Wakem, Chief Financial Officer presented the April 2020 Financial Report. She reminded the board that the financials for this month reflect a full month of impact from COVID-19.

Key indicators showed admissions were down 33%, length of stay was above budget 16% and acuity was up 5.3 %, which indicates how sick or acute patients are. Outpatient surgeries were down 74% mainly due to COVID-19. The ED to admit conversion rate was at 23.6%, as they were getting moved to the floor, indicating that patients required acute care hospital services.

There was significant impact to volumes in quick cares which were down almost 52% and primary cares which were down almost 50%.

The summary income statement showed that in-patient net revenue was down \$5.7 million and other revenue was up \$13.6 million primarily due to the Cares Funding that was received related to COVID. Operating expenses were up \$3 million primarily due to COVID.

The year to date income statement showed a loss of \$7.8 million on a budget of \$8.6 million, which left us below budget \$16.4 million.

Salaries, wages and benefits were flat on budget.

Supplies were up for the month; the key driver was COVID-19 related expenses. Ms. Wakem wanted to make the Board aware that we have resumed elective surgeries beginning May 4th. All surgery staff and patients are being tested. The other key item is that the County will provided the hospital the full \$31 million capital transfer, which includes \$16 million from the CARES Act Funding and we are continuing to actively tracking Cares Act funding and will provide updates.

Dean Kahn asked if this funding is being allocated based on Medicare? Ms. Wakem responded that the \$13.6 was based on net revenue. The 2nd allocation of funding was due to high DSH volume based on the number of COVID-19 patients and also because we are a high user of Medicaid. There is still \$70 billion in funds that have not been allocated. The discussion continued regarding this subject.

ITEM NO. 23 Receive an update on the University of Nevada Las Vegas School of Medicine, and take any action deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED: None

Dean Kahn thanked everyone for their hospitality. He also thanked UMC for their partnership with UNLV School of Medicine.

Dean Kahn updated the Board that they continuing to test in the community and are up to 10K in testing, which includes asymptomatic individuals. The rate of positive individuals has dropped from approximately 12% to nearly 6%.

A brand new class has been recruited. It was noted that gender diversity has been unbalanced this year, but there is a high number of 1st year students and a significant ethnic diversity, which is good news.

He announced that Debra Kuhls is to be the President of Clark County Medical Society. Ground breaking is scheduled to begin in 2021 for the Medical Education Building on Shadow Lane. This will be a positive change to the community.

ITEM NO. 24 Receive an update from the Hospital CEO, and take any action deemed appropriate. (For possible action)

DOCUMENTS SUBMITTED: None

Mr. VanHouweling gave an update on the indicators and bench marks relating to the response to COVID-19.

An overview of hospital statistics was reviewed. We are at 60% hospital occupancy, with 322 beds filled. The ICU beds are 78% occupied with less than 10% being COVID-19 related patients. Vents are in good supply. Staffing is available and PPE is moderate. Nursing has been making sure we do not

overwhelm our capacity. We are currently about 75% open and we are regularly monitoring the available PPE.

Chair O'Reilly added that testing people immediately before they are admitted to the hospital seemed to be very valuable.

Mr. VanHouweling explained the testing process that is being done with oral and nasal swab tests. The PCR test is the most definitive and quantitative test and the results are turned around typically within 24 to 72 hours. UMC Connect allows patients to get results which state if the virus is detected or not detected. UMC is leading the way to a safe reopening. There have been approximately 30k test performed. Demographics of the testing sites in the community was presented. To date, there have been 148K Nevadans tested. The discussion continued with statistics of the trend in testing.

Phase 1 in reopening Nevada was May 9th. Ongoing testing will continue and the goal is to test 2% of the population every year.

The Board is invited to come and see the operations at the Las Vegas Convention Center. Chair O'Reilly gave commendation to the teams that are really making things happen.

Mr. VanHouweling continued his presentation by highlighting and thanking all of the partnerships in the community that have assisted in the community outreach, as well as the UMC staff that have been available in ensuring that the testing sites are running smoothly. Lastly thank you to the community for their support and for all of the donations of PPE, monetary donations, etc. as well as the meals and snacks for the employees.

It was announced that during this time, Debra Fox, CNO and the nursing staff was able to secure Pathways to Excellence achievement. We are the only hospital in Southern Nevada with this recognition. Congratulations Deb and team!

Governor Sisolak was here on Memorial Day to show support and to thank the team members for their hard work.

Staff that has been teleworking will be returning to work on Monday.

SECTION 4: EMERGING ISSUES

ITEM NO. 25 Identify emerging issues to be addressed by staff or by the Board at future meetings and direct staff accordingly. *(For possible action)*

There were no emerging issues identified and not public comments.

FINAL ACTION: None

COMMENTS BY THE GENERAL PUBLIC:

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

There being no further business to come before the Board at this time, at the hour of 3:38 PM, Chair O'Reilly adjourned the meeting.

APPROVED:

Minutes Prepared Stephanie Ceccarelli

DRAFT

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

Issue:	Ryan White Provider Agreement with Board of Regents College of Southern Nevada	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the Provider Agreement between Board of Regents College of Southern Nevada and University Medical Center of Southern Nevada for dental services to Ryan White participants; and take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5421.006 Fund Name: UMC Patient Grant – Ryan White
Fund Center: 3000726300 Funded Pgm/Grant: Ryan White
Description: Dental Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: 4/1/2020-2/28/2022
Amount: NTE \$250,000.00
Out Clause: 30 days without cause

BACKGROUND:

Since 1999, UMC has had an Agreement with The Board of Regents of the Nevada System of Higher Education on behalf of the College of Southern Nevada (CSN) to provide dental services for patients diagnosed with HIV in the Las Vegas Eligible Metropolitan Area at UMCSN's Wellness Center. This request is to approve a new agreement with CSN for dental services. The compensation will continue pursuant to the established fee schedule, not to exceed \$125,000.00 annually.

The Agreement term is from April 1, 2020 through February 28, 2022 unless terminated with a 30-day written notice.

In accordance with NRS 332.115.1 (b), the competitive bidding process is not required as this is a professional service.

The Outpatient and Ambulatory Clinic Manager of the Wellness Center has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

The Department of Business License has determined that CSN is not required to obtain a Clark County business license nor a vendor registration. CSN is a state school.

Cleared for Agenda
June 24, 2020

Agenda Item #

4

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their June 17, 2020 meeting and recommended for approval by the Governing Board.

**PROVIDER AGREEMENT
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
AND
BOARD OF REGENTS COLLEGE OF SOUTHERN NEVADA**

THIS AGREEMENT is made and entered into by and between University Medical Center of Southern Nevada (hereinafter called "UMC") and Board of Regents College of Southern Nevada (hereinafter called "Provider").

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

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

WHEREAS, UMC desires outpatient dental and preventative dental hygiene services for HIV/AIDS Wellness Center Ryan White eligible clients in the area of Clark County, Nevada;

WHEREAS, Provider is qualified and desires to render such outpatient dental and preventative dental hygiene services for HIV/AIDS Wellness Center Ryan White eligible clients; and

WHEREAS, UMC desires to engage Provider to render certain outpatient dental and preventative dental hygiene services for HIV/AIDS Wellness Center Ryan White eligible clients.

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

I. PURPOSE

UMC hereby hires Provider to provide outpatient dental and preventative dental hygiene services to HIV infected individuals in the Las Vegas Eligible Metropolitan Area for UMC's Wellness Center ("Center") for the Program.

II. SCOPE OF SERVICES

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

III. COMPENSATION

1. UMC shall reimburse Provider for the services described in Attachment A at the agreed upon rates in Attachment B for actual hours worked and/or services satisfactorily performed in an amount not to exceed \$125,000 annually. All expenses/costs incurred by Provider in excess of this amount shall be the sole responsibility of Provider.
2. It is agreed by the parties that at all times and for all purposes hereunder that Provider is an independent contractor and not an employee of Center or UMC. No statement contained in this Agreement shall be construed so as to find Provider and its employees to be an employee of Center or UMC, and they shall be entitled to none of the rights, privileges, or benefits of employees of Center or UMC whatsoever, including, but not limited to health/welfare benefits, paid holidays, death benefits, vacation leave, personal or sick leave benefits, compensatory time accumulation or leave, or retirement benefits. Provider is responsible to pay all self-employment tax.
3. UMC shall make timely payment of approved clean claims within sixty (60) business days

of receipt of claims. In addition to claim submission on the HCFA or UB04 form. Provider shall include a detailed invoice summary form which includes, at a minimum, a monthly breakdown of the following elements: Patient, tasks completed and/or units of service, CPT codes.

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

IV. RESPONSIBILITIES OF PROVIDER

1. Any and all personnel providing services under this Agreement shall be employees of Provider.
2. Provider and its personnel shall exercise independent professional judgment and shall assume professional responsibility for all services to be provided hereunder.
3. Provider warrants that it is authorized by law to engage in the performance of the activities encompassed by the services described herein.
4. Provider is responsible for the quality and quantity of services performed under this Agreement.
5. Provider shall at its sole expense procure and maintain professional liability, errors and omissions insurance at a limit of not less than one million dollars (\$1,000,000) per occurrence and upon UMC's request shall furnish UMC with a "Certificate of Insurance" as verification this coverage is in force.
6. To the extent of any negligence of Provider or its personnel, Provider's insurance coverage shall be primary insurance with respect to UMC and its elected/appointed officials, employees and agents. Any insurance and/or self-insurance maintained by UMC and its elected/appointed officials, employees or agents shall not contribute to Provider's insurance or benefit Provider in any way.
7. Provider shall comply with all federal, state and local laws, ordinances, rules and regulations, any Program grant requirements, as well as applicable codes of ethics, pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said laws, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle UMC to terminate this Agreement immediately upon delivery of written notice of termination to Provider.
8. Provider and its personnel shall indemnify and hold harmless UMC and its agencies, officials, employees, agents, servants and contractors against any claims, liabilities, or expenses including reasonable attorney fees, arising as a result of any direct or indirect action or omission of Provider, and its providers, employees, agents, clients, or contractors while rendering care under this Agreement.
9. In the event of any professional liability claim against Provider or its personnel, Provider and its personnel shall not seek to join UMC, or Clark County and any of their departments, agencies, officials, employees, servants or agents in such action or hold them responsible in any way for legal protection of Provider and/or its personnel.

10. Upon termination of this Agreement for any reason all finished and unfinished documents, data, manuals, guides, reports and other documentation prepared by Provider for UMC shall, at the option of UMC, be delivered immediately to Center and remain the property of UMC.

V. MODIFICATIONS AND AMENDMENTS

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

VI. TERM

The term of this Agreement shall begin on April 1, 2020 and end on February 28, 2022.

VII. TERMINATION WITHOUT CAUSE

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

VIII. TERMINATION FOR CAUSE

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

IX. TERMINATION DUE TO LACK OF FUNDS

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

X. BUDGET ACT AND FISCAL FUND OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by UMC for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and UMC's obligations under it shall be extinguished at the end of any of UMC's fiscal years in which UMC's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. UMC agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this Section shall not relieve UMC of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

XI. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996.

- a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of

health care to an individual; and (iii) identifies such individual.

- b. Provider shall use its reasonable efforts to preserve the confidentiality of Protected Health Information it receives from UMC, and shall be permitted only to use and disclose such information to the extent that UMC is permitted to use and disclose such information pursuant to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), regulations promulgated thereunder ("HIPAA Regulations") and applicable state law. UMC and provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.
- c. UMC shall, from time to time, obtain applicable privacy notice acknowledgements and/or authorizations from patients and other applicable persons, to the extent required by law, to permit UMC, Provider and their respective employees and other representatives, to have access to and use of Protected Health Information for purposes of the OHCA. UMC and Provider shall share a common patient's Protected Health Information to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

XII. GENERAL CONDITIONS

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

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

For Provider: Board of Regents College of Southern Nevada
6375 W. Charleston Blvd, #A-500
Las Vegas, NV 89102

8. Provider represents and warrants to UMC that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. Provider represents and warrants to UMC that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such Provider or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").
9. If the services to be provided by Provider hereunder are subject to the disclosure requirements of 42 U.S.C. 1395x (v) (1) (I), Provider shall, until expiration of four (4) years, make available, upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and the books, documents and records of Provider that are necessary to certify the nature and extent of the costs incurred under this Agreement through a subcontractor with a value or cost of \$10,000.00 or more over a twelve (12) month period. In addition, with respect to any applicable subcontract, such subcontract shall contain a clause to the effect that, should the subcontractor be deemed a related organization, until the expiration of four (4) years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available, upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of the subcontract, and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement.

During the term of this Agreement, upon reasonable prior written request and during normal business hours, Provider shall allow UMC reasonable access to Provider records concerning the services provided hereunder. UMC warrants and represents that it has obtained any necessary written consent from UMC patients for the release of such records. Such consent shall satisfy all applicable laws and regulations including but not limited to the privacy regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
10. This Agreement may be executed in any number of copies and each such copy shall be deemed an original.
11. The recitals are hereby incorporated as part of this Agreement.
12. This Agreement constitutes the entire and full understanding between the parties hereto and neither party shall be bound by any representations, statements, promises or agreements not expressly set forth herein. This Agreement supercedes and replaces any prior agreement between the Parties.

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

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: _____

Mason VanHouweling

Chief Executive Officer

Date: _____

BOARD OF REGENTS COLLEGE
OF SOUTHERN NEVADA

By: Gary E. Widdisa

Printed Name: Gary E. Widdisa, DDS, MS

Title: Executive Dental Director

Date: 05/14/2020

ATTACHMENT A
Ryan White Program SOW
DENTAL AND PREVENTATIVE DENTAL HYGIENE SERVICES

1. The Provider shall provide outpatient dental and preventative dental hygiene services to a minimum of 450 referrals per year with evaluation and treatment of at least 250 patients per year. Provider shall be reimbursed based upon the Dental Fee Schedule in the attachment of this Agreement. Rates established in the attached fee schedule shall remain in effect through the term of this Agreement.
2. All services must be preauthorized by UMC Wellness Center. Patient treatment plans must be forwarded to the Wellness Center and are subject to review and approval by UMC's independent dental consultant.
3. Invoices for services rendered must be received by UMC Wellness Center no later than forty-five (45) days after the last date of service in order to be eligible for reimbursement. Invoices should be sent to:

UMC Wellness Center
Attn: Ryan White Program
701 Shadow Lane, Suite 200
Las Vegas, NV 89106
Phone: (702) 383-2691
Fax: (702) 388-4114
4. Provider agrees to utilize UMC contracted dental, medical or oral surgery whenever possible to maximize grant fund resources.
5. Payment by UMC is conditioned upon continued funding by the Ryan White Grants. Provider must abide by the agreed upon fee schedule and is subject to a quarterly review of services and an annual on-site audit by the UMC Ryan White Part C program, as this is a legislative HRSA requirement.
6. In rendering services under this Agreement, Provider will abide by all terms and conditions of the Ryan White Grants to UMC.
7. Provider shall restrict access to confidential information obtained from clients to such persons directly connected with the administration or enforcement of this Program.
8. Provider agrees that Program funding cannot be used to pay for emergency room or hospital inpatient services.
9. Provider agrees that Program reimbursement amount is considered final amount and paid in full; balance billing is not allowed.
10. If the Ryan White patient becomes eligible for insurance, Provider agrees to bill the primary insurance. In the event the primary insurance does not pay for the services, Provider will bill the Program who will serve as the payor of last resort.

ATTACHMENT B
Fee Schedule
April 1, 2020 – February 28, 2022

Payment is based on 100% of the attached dental fee schedule.

ADA/TRANSACTION CODES REPORT

ADA/Code	Office Code	Description	Amount	Allow Discounting
120.00		Periodic oral evaluation - est. patient	30.00	Yes
120.10	Perio-	Periodic Oral Exam	0.00	Yes
120.20	VExam	Visual Exam	0.00	Yes
121.00	DEFER	Defer Treatment	0.00	Yes
121.10	RJS	Pt Reschedule- No Treatment	0.00	Yes
122.00	REF	Referred For Treatment	0.00	No
140.00		Limited Oral Evaluation- Prob Focused	32.00	Yes
140.10	PeriL	Limited Perio Exam	0.00	Yes
140.20	FUEXAM	Follow Up Procedure Exam	0.00	Yes
145.00		Oral evaluation for patient under 3 yrs	0.00	Yes
150.00		Comprehensive Oral Eva] - New or Est Pat	40.00	Yes
150.10	PerioC	Comprehensive Exam	0.00	Yes
160.00		Detailed and Extensive Oral Evaluation	0.00	Yes
160.10	Perio	Detailed Extensive Exam - Perio	0.00	Yes
170.00	REEVAL	Re-Evaluation- Limited Problem Focused	0.00	Yes
180.00		Comprehensive Perio Eva! -New/Est Pat	0.00	Yes
180.10		Implant Consultation	0.00	No
210.00	FMX	Intraoral -Complete Series (Incl. BW)	56.00	Yes
210.10	FMX-Pe	Full Mouth X-Rays- Perio	0.00	Yes
210.11	DHFMX	Full Mouth Radiographs, Complete Series \$25n	0.00	No
210.12	DHDUP	Duplication OfX-Rays	0.00	No
220.00	PAI	Intraoral - Periapical - First Film	10.00	Yes
220.10	xam	Periapical X-Ray- Perio	0.00	Yes
230.00	PA+	Intraoral - Periapical- Each Add'l Film	9.00	Yes
230.10	PA-pe	Periapical Additional - Perio	0.00	Yes
240.00		Intraoral - Occlusal Film	0.00	Yes
250.00		Extraoral -First Film	10.00	Yes
260.00		Extraoral - Each Additional Film	10.00	Yes
270.00	BWI	Bitewing - Single Film	10.00	Yes
270.10	IBW-Pe	1 Bite Wing X-Ray- Perio	0.00	Yes
272.00	BW2	Bitewings- Two Films	23.00	Yes
272.10	2BW-Pe	2 Bite Wing X-Rays- Perio	23.00	Yes
273.00		Bitewings- three films	0.00	Yes
274.00	BW4	Bitewings - Four Films	36.00	Yes
274.10	BWX-Pe	4 Bite Wing X-Rays - Perio	0.00	Yes
274.11	DH-BWX	Bite Wing Radiographs (Four Films)	0.00	No
275.00		Bitewing X-ray - Add Film	7.00	Yes
310.00		Sialography	0.00	Yes
330.00	PAN	Panoramic Film	58.00	Yes
330.10	PANO-p	Pano Film-Perio	0.00	Yes
360.00		Cone beam ct - craniofacial data capture	0.00	Yes
362.00		Cone beam - 2-D image reconstruction	0.00	Yes
363.00		Cone beam- 3-D image reconstruction	0.00	Yes
390.00		Intraoral Complete Series w/o BWX	48.00	Yes
415.00		Collection of Microorganisms for Culture	30.00	Yes
415.10	DMDx-p	Bacteriologic Studies For Determin-Perio	0.00	Yes
416.00		Viral Culture	0.00	Yes
421.00		Genetic Test - Susc. to Oral Diseases	0.00	Yes
425.00		Caries Susceptibility Tests	25.00	Yes
431.00		Pre-diag Test for Mucosal Abnormalities	0.00	Yes
460.00	PULPT	Pulp Vitality Tests	22.00	Yes
470.00	CASTS	Diagnostic Casts	44.00	Yes
470.11		Diagnostic Study Models	0.00	No

Fee Schedule No. 5

Continued on next page...

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ADA/TRANSACTION CODES REPORT

Fee Schedule No. 5

ADA/Code	Office Code	Description	Amount	Allow Discounting
471.10	PHO-PE	Diagnostic Photos-Perio	0.00	Yes
475.00		Decalcification Procedure	0.00	Yes
476.00		Special Stains for Microorganisms	0.00	Yes
477.00		Special Stains, not for Microorganisms	0.00	Yes
478.00		Immunohistochemical Stains	0.00	Yes
479.00		Tissue in-situ Hybridization	0.00	Yes
481.00		Electron Microscopy -Diagnostic	0.00	Yes
482.00		Direct Immunofluorescence	0.00	Yes
483.00		Indirect Immunofluorescence	0.00	Yes
484.00		Consultation on Slides Prep'd Elsewhere	0.00	Yes
485.00		Consultation, incl Prep of Slides	0.00	Yes
486.00		Accession of brush biopsy sample, exam	0.00	Yes
999.00		Unspecified Diagnostic Proc., By Report	0.00	Yes
1006.00		DH INACTIVE	0.00	No
1110.00	PROPHY	Prophylaxis -Adult	60.00	Yes
1110.10	Phro-p	Adult Prophylaxis-Perio	0.00	Yes
1110.20	DHAP	Adult Prophylaxis	0.00	No
1111.70		Patient Has Big Balance	0.00	No
1120.00	PROCH	Prophylaxis -Child	50.00	Yes
1120.1 I	DHCP	Child Prophylaxis	0.00	No
I 125.00		Child Prophy To Age 6 For Medicaid	0.00	Yes
1203.00		Fluoride (not incl. Prophylaxis) -Child	15.00	Yes
1203.11	DH F-C	Topical Fluoride Treatment- Child	0.00	No
1204.00		Fluoride (not incl. Prophylaxis) -Adult	15.00	Yes
1204.11	DHF-A	Topical Fluoride Treatment-Adult	0.00	No
1206.00	Vaami	Topical fluoride varnish; therapeutic	0.00	No
1310.00		Nutritional Counseling	0.00	Yes
1310.11		Dietary Planning	0.00	No
1320.00		Tobacco Counseling on Oral Disease	0.00	Yes
1330.00	OHI	Oral Hygiene Instructions	20.00	Yes
1330.10	OHI-Pe	Oral Hygiene Instruction-Perio	0.00	Yes
1330.11	DH OHI	Oral Hygiene Education	0.00	No
1331.00	OHSup	Oral Health Supplies	0.00	Yes
1331.10		Professional Care 8850 DLX	0.00	No
1331.11		Professional Care 8850	0.00	No
1331.12		Sonic Complete Toothbrush	0.00	No
133L.13		FlexiSoft 8850 Refill Brushes 3/Pk	0.00	No
1331.14		Sonic Complete Refill Brushes (1 Ea)	0.00	No
1331.15		Hummingbird Power Flosser Kit	0.00	No
1331.16		Princess/Power Ranger Toothbrush	0.00	No
1331.17	Trium	Triumph Toothbrush	0.00	No
1351.00	SEAL	Sealant - Per Tooth	25.00	Yes
1510.00		Space Maintainer-Fixed-Unilateral	100.00	Yes
1515.00		Space Maintainer-Fixed-Bilateral	127.00	Yes
1515.10		Cement Space Maintainer	0.00	No
1520.00		Space Maintainer-Removable-Unilateral	127.00	Yes
1525.00		Space Maintainer-Removable-Bilateral	127.00	Yes
1550.00		Recementation of Space Maintainer	24.00	Yes
1555.00	ReSpMt	Removal of fixed space maintainer	0.00	No
2140.00	AMI	Amalgam - 1 Surface, primary or perm.	70.00	Yes
2150.00	AM2	Amalgam - 2 Surfaces, primary or perm.	76.00	Yes
2160.00	AM3	Amalgam - 3 Surfaces, primary or perm.	92.00	Yes
2161.00	AM4	Amalgam - 4+ Surfaces, primary or perm.	105.00	Yes

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ADA/TRANSACTION CODES REPORT

Fee Schedule No. 5

ADA/Code	Office Code	Description	Amount	Allow Discounting
2162.00	AMAL	Amalgam - Five Surface, Permanent	86.00	Yes
2330.00	COI	Resin Composite - 1 Surface, Anterior	75.00	Yes
2331.00	C02	Resin Composite - 2 Surfaces, Anterior	95.00	Yes
2332.00	C03	Resin Composite - 3 Surface, Anterior	105.00	Yes
2335.00	COINC	Composite/Incisal Angle/or 4+ Surfaces	125.00	Yes
2390.00		Resin Composite Crown, Anterior	250.00	No
2391.00		Resin Composite - 1 Surface, Posterior	75.00	No
2392.00		Resin Composite - 2 Surfaces, Posterior	95.00	No
2393.00		Resin Composite - 3 Surfaces, Posterior	105.00	No
2394.00		Resin Composite - 4+ Surfaces, Posterior	125.00	No
2510.00	INLAY I	Inlay - Metallic - 1 Surface	390.00	Yes
2520.00	INLAY2	Inlay - Metallic - 2 Surfaces	440.00	Yes
2530.00	INLAY3	Inlay - Metallic - 3+ Surfaces	470.00	Yes
2542.00		Onlay - Metallic - 2 Surfaces	0.00	Yes
2543.00	ONLAY3	Onlay - Metallic - 3 Surfaces	225.00	Yes
2544.00	ONLAY4	Onlay - Metallic - 4+ Surfaces	225.00	Yes
2610.00	INPOR1	Inlay - Porcelain/Ceramic - 1 Surface	395.00	Yes
2620.00	1NPOR2	Inlay - Porcelain/Ceramic - 2 Surfaces	400.00	Yes
2630.00	INPOR3	Inlay - Porcelain/Ceramic - 3+ Surfaces	450.00	Yes
2642.00	ONPOR2	Onlay - Porcelain/Ceramic - 2 Surfaces	425.00	Yes
2643.00	ONPOR3	Onlay - Porcelain/Ceramic - 3 Surfaces	440.00	Yes
2644.00	ONPOR4	Onlay - Porcelain/Ceramic - 4+ Surfaces	460.00	Yes
2650.00		Inlay- Comp/Resin- 1 Surface Lab	0.00	No
2651.00		Inlay - Comp/Resin - 2 Surfaces Lab	0.00	No
2652.00		Inlay - Comp/Resin - 3+ Surfaces Lab	0.00	No
2662.00		Onlay - Comp/Resin - 2 Surfaces Lab	0.00	No
2700.00	DEL.	Delivery	0.00	Yes
2710.00	crown	Crown - Resin-Based Composite (Indirect)	232.00	Yes
2712.00		Crown - Comp/Resin (Indirect)	0.00	No
2720.00		Crown - Resin with High Noble Metal	0.00	Yes
2721.00		Crown - Resin w!Predominantly Base Metal	0.00	Yes
2722.00		Crown - Resin with Noble Metal	0.00	Yes
2740.00	PJC	Crown - Porcelain/Ceramic Substrate	553.00	Yes
2750.00	PFM	Crown - Porcelain/High Noble Metal	553.00	Yes
2750.10	RedoPF	Redo PFM	0.00	No
2751.00	PFNP	Crown - Porcelain/Non-Precious Metal	510.00	Yes
2752.00		Crown- Porcelain Fused to Noble Metal	532.00	Yes
2753.00		New Impression For Crown	0.00	Yes
2780.00		Crown - 3/4 Cast High Noble Metal	0.00	Yes
2781.00		Crown-3/4 Cast Predominantly Base Metal	0.00	No
2782.00		Crown - 3/4 Cast Noble Metal	0.00	No
2783.00	VENEER	Crown - 3/4 Porcelain/Ceramic	532.00	Yes
2790.00	FC	Crown- Full Cast High Noble Metal	553.00	Yes
2791.00	NPCRN	Crown - Full Cast Non-Precious Metal	510.00	Yes
2792.00		Crown - Full Cast Noble Metal	532.00	Yes
2794.00		Crown - Titanium	0.00	No
2910.00	REIN	Recement Inlay, Onlay, or Partial Cov.	40.00	Yes
2915.00		Recement Cast or Prefab Post and Core	0.00	Yes
2920.00	RECRN	Recement Crown	40.00	Yes
2921.00	Seat	Seat/Deliver	0.00	Yes
2921.10		Seat Crown W/Temp Cement	0.00	Yes
2922.00	2922	Recement Temporary/Or Make New	0.00	Yes
2923.00	Adjust	Crown/Restoration Adj.	0.00	Yes

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ADA/TRANSACTION CODES REPORT

Fee Schedule No. 5

ADA/Code	Office Code	Description	Amount	Allow Discounting
2930.00	SSPRI	Prefab. Stainless Steel Crown - Primary	90.00	Yes
2931.00	SSCRN	Prefab. Stainless Steel Crown -Permanent	110.00	Yes
2932.00	Prefab	Prefabricated Resin Crown	0.00	Yes
2933.00	SSR	Prefab Stainless St. Cr. w/Resin Window	0.00	Yes
2934.00		Prefab Coated St.Steel Crown - Prim Tth	0.00	Yes
2940.00	SED	Sedative Filling	40.00	Yes
2950.00	BUILD	Core Buildup, Including Any Pins	96.00	Yes
2951.00	PTN	Pin Retention- per Tooth	10.00	Yes
2952.00	POST	Post and core, indirectly fabricated	190.00	Yes
2952.10		Cement Cast Or Prefab Post	0.00	Yes
2953.00		Each add'l fabricated post, same tooth	0.00	Yes
2954.00	PRE	Prefabricated Post and Core	162.00	Yes
2955.00		Post Removal -Non-endodontic	0.00	Yes
2957.00		Each Addition Prefab. Post- Same Tooth	0.00	Yes
2960.00	COMPVE	Composite Veneer	275.00	Yes
2962.00	PV	Porcelain Veneer	500.00	Yes
2970.00	TEMP	Temporary crown (fractured tooth)	85.00	Yes
2971.00		Construct Crown under Partial Denture	0.00	Yes
2975.00		Coping	0.00	Yes
2999.00	BASE	Unspecified Restorative Proc., By Report	24.00	Yes
2999.10	Caries	Caries Control	40.00	Yes
2999.11		Prophy (Wellness-Flrst Health)	0.00	No
2999.12	PF-Wel	Prophylaxis- Wellness Medicaid	0.00	No
2999.13	PFM-We	Crowns -Wellness Medicaid	0.00	No
3000.00	FNRCT	Finish or Remed RCT	0.00	Yes
3110.00	PC	Pulp Cap - Direct	30.00	Yes
3120.00	PCI	Pulp cap - indirect	30.00	Yes
3220.00	PULP	Therapeutic Pulpotomy (excl. final rest)	85.00	Yes
3230.00		Pulpal Therapy - Anterior Primary Tooth	72.00	Yes
3240.00		Pulpal Therapy - Posterior Primary Tooth	72.00	Yes
3310.00	RCT1	Root Canal Therapy - Anterior	360.00	Yes
3320.00	RCT2	Root Canal Therapy - Bicuspid	400.00	Yes
3330.00	RCT3	Root Canal Therapy- Molar	540.00	Yes
3332.00		Incomplete Endodontic Therapy	0.00	No
3346.00		Retreatment of Root Canal - Anterior	375.00	Yes
3347.00		Retreatment of Root Canal - Bicuspid	425.00	Yes
3348.00		Retreatment of Root Canal - Molar	550.00	Yes
3351.00		Apexification!Recalcification- Initial	0.00	No
3410.00	APICO	Apicoectomy - Anterior	325.00	Yes
3421.00		Apicoectomy - Bicuspid (First Root)	375.00	Yes
3425.00		Apicoectomy - Molar (First Root)	420.00	Yes
3426.00		Apicoectomy - Each Additional Root	120.00	Yes
3430.00		Retrograde Filling - per Root	160.00	Yes
3450.00	AMP	Root Amputation - per Root	160.00	Yes
3450.10	AMP-pe	Root Amp Per Root-Perio	250.00	Yes
3460.00		Endodontic Endosseous Implant	0.00	Yes
3920.00	HEMI!	Hemisection	200.00	Yes
3920.10	Hemi-p	Hemisection-Perio	0.00	Yes
3950.00		Canal Prep & Fitting of Pref. Dowel/Post	0.00	Yes
3960.00	BLEACH	Bleaching (Per Arch)	150.00	Yes
3960.10		Bleaching Tray Refill	0.00	No
3961.00	FIU BI	Deliver Bleach Trays Or Followup Appt.	0.00	Yes
3999.00		Unspecified Endodontic Proc., By Report	0.00	Yes

Continued on next page...

ADA/TRANSACTION CODES REPORT

Fee Schedule No. 5

ADA/Code	Office Code	Description	Amount	Allow Discounting
3999.10	RCT-We	Root Canals- Wellness Medicaid	0.00	No
3999.30		Pulp Cap-Indirect	0.00	No
4210.00		Gingivectomy or Gingivoplasty- 4+ Teeth	510.00	Yes
4210.10	GING-p	Gingivectomy/Quad-Perio	525.00	Yes
4211.00	Gingiv	Gingivectomy or Gingivoplasty - 1-3 Tth	105.00	Yes
4211.10	Gingi	Gingivectomy Per Tooth-Perio	105.00	Yes
4220.10	CURE-P	Gingivectomy Cur-Quad BR-Perio	175.00	Yes
4230.00		Anatomical crown exposure - 4+ teeth	0.00	Yes
4231.00		Anatomical crown exposure - 1-3 teeth	0.00	Yes
4240.00		Gingival Flap Proc -4+ Teeth per Quad	510.00	Yes
4240.10		Gingival Flap-Per Quad-Perio	525.00	Yes
4241.00		Gingival Flap Proc - 1-3 Tth per Quad	0.00	No
4249.00		Clinical Crown Lengthening - Hard Tissue	255.00	Yes
4249.10	CL	Crown Lengthening-Perio	0.00	Yes
4260.00		Osseous Surgery - 4+ Teeth per Quadrant	750.00	Yes
4260.01	OSI-3	Osseous Surgery 1-3 Teeth/Areas	450.00	Yes
4260.02	OSS4	Osseous Surgery 4 Teeth/Areas	610.00	Yes
4260.03	OS 5-8	Osseous Surgery 5-8 Teeth/Areas	760.00	Yes
4260.10	OS-per	Osseous Surgery-Quad-Perio	760.00	Yes
4261.00	PeriFU	Osseous Surgery - 1-3 Teeth per Quadrant	0.00	Yes
4263.00	Graft	Bone Replacemnt Graft - 1st Site in Quad	255.00	Yes
4263.10	Graft!	Bone Graf-First Site-Perio	260.00	Yes
4264.00	Graft+	Bone Replacement Graft, each additional	60.00	Yes
4264.10	G+-per	Bone Graft-Additional Sites-Perio	60.00	Yes
4266.00	GTR	Guided tissue regeneration, resorbable	510.00	Yes
4266.10	GTR-R	Guided Tissue Regeneration-Re sorable-Per	525.00	Yes
4267.00	GTR-N	Buided tissue regeneration , non-resorbab	555.00	Yes
4267.10	GTR-nr	Guided Tissue Regeneration-Nr-Perio	570.00	Yes
4268.00	QS	Surgical Revision Procedure, per Tooth	0.00	Yes
4270.00		Pedicle Soft Tissue Graft Procedure	555.00	Yes
4270.10	PED-pe	Pedicle Graft-Perio	570.00	Yes
4271.00		Free Soft Tissue Graft Procedure	450.00	Yes
4271.10	FGG	Free Soft Tissue Graft Procedure-Perio	460.00	Yes
4273.00		Subepithelial Connective Tissue Graft	481.00	Yes
4273.10	SECTG	Subepithelial Connective Tissue Graft-Per	481.00	Yes
4274.00		Distal or Proximal Wedge Procedure	275.00	Yes
4274.10	DW-per	Distal Wedge-Perio	0.00	Yes
4320.00	Splint	Provisional Splinting - Intracoronal	0.00	Yes
4320.10	Spli-p	Provisional Splint-Intra, Per Tooth-Per i	45.00	Yes
4321.00	Spli-E	Provisional Splinting- Extracoronal	0.00	Yes
4321.10	Spli+	Provisional Spl-Extra, Per Tooth-Perio	195.00	Yes
4341.00	SCALE	Perio Scaling & Root Planing- 4+ Tth	155.00	Yes
4341.10	S&RP-p	Perio Scaling & Root Planning/Quad-Per	220.00	Yes
4341.20	DHPS/	Perio Scaling/Root Planing \$15/Quad	0.00	No
4342.00		Perio S/RP - 1-3 Teeth per Quadrant	0.00	No
4342.10	DHRP/	Perio Scaling/Root Planing 1-3 Teeth \$10/Quad	0.00	No
4355.00		Full Mouth Debridement	80.00	Yes
4355.10	FM-per	Full Mouth Debridement-Diag-Perio	0.00	Yes
4355.20		Full Mouth Deb ITE	0.00	No
4381.00	ACTISI	Localized Deliv. of Antimicrobial Agents	70.00	Yes
4381.10	ACT-Pe	Actisite-Perio	175.00	Yes
4381.20	PerioS	Perio-Stat Study	0.00	Yes
4910.00	PPRO	Periodontal Maintenance	80.00	Yes

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ADA/TRANSACTION CODES REPORT

Fee Schedule No. 5

ADA/Code	Office Code	Description	Amount	Allow Discounting
4910.10		Perio Maintainence Prophy	80.00	Yes
4910.11	DHPMT	Perio Maintenance Therapy	0.00	No
4999.00		Unspecified Periodontal Proc., By Report	7.00	Yes
4999.10	We11ne	Quad Scale	155.00	No
4999.11	DHPC/	Perio Charting And Evaluation	0.00	No
4999.20	We11-M	Perio Maintenance	0.00	No
4999.30		Unspecified Periodontal Proc-Medicaid	0.00	No
5100.00	REDO	Redo Dentures/Partials	0.00	Yes
5110.00	DENTUP	Complete Denture -Maxi11ary	750.00	Yes
5111.00	TRY	Denture Try In	0.00	Yes
5111.10	Lab Fe	Special Case Lab Fee	0.00	Yes
5112.00	IMP.	Impression/Bite Shade	0.00	Yes
5113.00	Adj.	Adjustment Dent/Part. F/F	0.00	Yes
5120.00	DENTLO	Complete Denture -Mandibular	750.00	Yes
5130.00	DENTIU	Immediate Denture- Maxillary	825.00	Yes
5140.00	DENTIL	Immediate Denture -Mandibular	825.00	Yes
5150.00		Imbedding For Dentures & Partials	0.00	Yes
5211.00	PARTAU	Maxillary Partial Denture - Resin Base	550.00	Yes
5212.00	PARTAL	Mandibular Partial Denture - Resin Base	550.00	Yes
5213.00	PARTUP	Maxillary Partial Denture- Cast Metal	775.00	Yes
5214.00	PARTLO	Mandibular Partial Denture - Cast Metal	775.00	Yes
5225.00		Maxillary Partial Denture- Flex Base	0.00	Yes
5226.00		Mandibular Partial Denture - Flex Base	0.00	Yes
5410.00	ADJDU	Adjust Complete Denture - Maxillary	42.00	Yes
5411.00	ADJDL	Adjust Complete Denture - Mandibular	42.00	Yes
5421.00	ADJPU	Adjust Partial Denture- Maxillary	42.00	Yes
5422.00	ADJPL	Adjust Partial Denture - Mandibular	42.00	Yes
5510.00	REPAIR	Repair Broken Complete Denture Base	75.00	Yes
5520.00	REP	Replace Missing or Broken Teeth -Denture	90.00	Yes
5610.00		Repair Resin Denture Base	65.00	Yes
5610.10		Existing Partial Repair	0.00	Yes
5620.00		Rpair Cast Framework	80.00	Yes
5630.00		Repair or Replace Broken Clasp	85.00	Yes
5640.00		Replace Broken Teeth- per Tooth	70.00	Yes
5650.00	ADDTHP	Add Tooth to Existing Partial Denture	75.00	Yes
5660.00	ADDCLP	Add Clasp to Existing Partial Denture	75.00	Yes
5670.00		Replace A11 Teeth/Acrylic on <i>Metal</i> , Max	0.00	No
5671.00		Replace A11 Teeth/Acrylic on Metal, Man	0.00	No
5700.00	DELP	Delivery ofFu11 or Partial Denture	0.00	Yes
5710.00		Rebase Complete Maxillary Denture	0.00	Yes
5711.00		Rebase Complete Mandibular Denture	0.00	Yes
5720.00		Rebase Maxillary Partial Denture	0.00	Yes
5721.00		Rebase Mandibular Partial Denture	0.00	Yes
5730.00		Reline Comp. Max. Denture (Chairside)	135.00	Yes
5731.00		Reline Comp. Mand. Denture (Cbairside)	135.00	Yes
5740.00		Reline Max. Partial Denture (Chairside)	135.00	Yes
5741.00		Reline Mand. Partial Denture (Chairside)	135.00	Yes
5750.00	RELDU	Reline Complete Maxi11ary Denture (Lab)	170.00	Yes
5751.00	RELDL	Reline Complete Mandibular Denture (Lab)	170.00	Yes
5760.00	RELPU	Reline Maxillary Partial Denture (Lab)	170.00	Yes
5761.00	RELPL	Reline Mandibular Partial Denture (Lab)	170.00	Yes
5810.00	TEM DEN	Interim Complete Denture (Maxi11ary)	0.00	Yes
5811.00	TEM DNL	Interim Complete Denture (Mandibular)	0.00	Yes

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ADA/TRANSACTION CODES REPORT

Fee Schedule No. 5

ADA/Code	Office Code	Description	Amount	Allow Discounting
5820.00	FLIPUP	Interim Partial Denture (Maxillary)	210.00	Yes
5821.00	FLIPLO	Interim Partial Denture (Mandibular)	210.00	Yes
5822.00		Deliver Stayplate Upper Or Lower	0.00	Yes
5850.00	TISSUE	Tissue Conditioning, Maxillary	60.00	Yes
5851.00		Tissue Conditioning, Mandibular	60.00	Yes
5860.00	ODENT	Overdenture - Complete, By Report	725.00	Yes
5861.00	ODENTP	Overdenture - Partial, By Report	725.00	Yes
5862.00	PREC	Precision Attachment, By Report	250.00	Yes
5899.00	imbedd	Unspecified Removable Prosthodontic Proc	0.00	Yes
5982.00	STENT	Surgical Stent	0.00	Yes
5999.00		Unspec. Maxillofacial Prosthesis By Rep.	0.00	Yes
6010.00		Surgical Placement of Implant Body	0.00	Yes
6010.10		Endosteal Implant-Perio	0.00	Yes
6012.00		Surgical placement of interim implant	0.00	Yes
6020.10		Abutment Place- Endo Imp-Perio	0.00	Yes
6050.00	IMP	Surgical Placement: Transosteal Implant	0.00	Yes
6055.00	IMP BAR	Dental Implant Supported Connecting Bar	0.00	Yes
6056.00		Prefabricated Abutment- Incl. Placement	0.00	No
6066.00		Implant - Porcelain Fused to Metal Crown	0.00	No
6066.10		Implant Post Op	0.00	No
6072.00		Abutment Retainer Cast High Noble FPD	0.00	No
6090.00	IMPREP	Repair Implant Prosthesis, By Report	0.00	Yes
6091.00		Replace prosthesis attachment	0.00	Yes
6092.00		Recement crown	0.00	Yes
6093.00		Recement fixed partial denture	0.00	Yes
6094.00		Abutment Supported Crown - (Titanium)	0.00	Yes
6100.00	ImRem	Implant Removal, By Report	0.00	No
6190.00		Radiographic/Surgical Implant Index	0.00	Yes
6194.00		Abutment Retainer Titanium FPD	0.00	Yes
6199.00		Unspecified Implant Procedure, By Report	0.00	No
6205.00		Pontic - Indirect Resin Based Composite	0.00	Yes
6210.00	PONGLD	Pontic - Cast High Noble Metal	553.00	Yes
6211.00	MARYPO	Pontic - Cast Predominantly Base Metal	553.00	Yes
6214.00		Pontic - Titanium	0.00	Yes
6240.00	PFMPON	Pontic- Porcelain/High Noble Metal	553.00	Yes
6241.00		Pontic - Porcelain/Non-Precious Metal	510.00	Yes
6242.00		Pontic - Porcelain/Noble Metal	535.00	Yes
6245.00		Pontic-Porcelain/Ceramic	0.00	Yes
6250.00		Pontic - Resin with High Noble Metal	555.00	Yes
6251.00	PONIMP	Pontic- Resin with Non-Precious Metal	680.00	Yes
6545.00	MARYRE	Retainer - Cast Metal - Fixed Prosthesis	510.00	Yes
6624.00		Inlay - Titanium	0.00	Yes
6634.00		Onlay - Titanium	0.00	Yes
6710.00		Crown - Indirect Resin Based Composite	0.00	Yes
6740.00		Crown - Porcelain/Ceramic	555.00	Yes
6750.00	PFMB	Crown - Porcelain/High Noble Metal	555.00	Yes
6751.00		Crown - Porcelain/Non-Precious Metal	510.00	Yes
6752.00		Crown - Porcelain/Noble Metal	535.00	Yes
6753.00	SeatBR	Seat/Deliver Bridge	0.00	Yes
6753.10	Brgimp	Bridge Tryin /Or New Impression	0.00	Yes
6754.00	AdjBR	Adjust Bridge Temp Or Perm	0.00	Yes
6755.00		Seat Bridge W/ Temp Cement	0.00	Yes
6756.00		Temp Bridge	0.00	Yes

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ADA/TRANSACTION CODES REPORT

Fee Schedule No. 5

ADA/Code	Office Code	Description	Amount	Allow Discounting
6780.00		Crown - 3/4 Cast High Noble Metal	515.00	Yes
6790.00	FCB	Crown - Full Cast High Noble Metal	555.00	Yes
6794.00		Crown - Titanium	0.00	Yes
6920.00		Connector Bar	0.00	Yes
6930.00	REBRG	Recement Fixed Partial Denture	52.00	Yes
6940.00	STRESS	Stress Breaker	170.00	Yes
6950.00	ATTACH	Precision Attachment	0.00	Yes
6970.00	POSTS	Post and core, indirectly fabricated	160.00	Yes
6972.00	PRES	Prefabricated Post/Core-Bridge Retainer	120.00	Yes
6975.00		Coping- Metal	0.00	Yes
6999.00		Unspcd Fixed Prosthodontic Proc, By Rpt	0.00	Yes
7000.00		Suture Removal	0.00	Yes
7001.00	FUSurg	Follow Up Surgical Procedures	0.00	Yes
7002.00	Dry So	Dry Socket Treatment	0.00	Yes
7110.10	EXT-p	Extraction-Single Tooth-Perio	77.00	Yes
7111.00		Extraction, Coronal Remnants - Decid Tth	0.00	No
7120.10	EXT+	Extraction-Additional-Perio	0.00	Yes
7140.00		Extraction, Erupted Tth or Exposed Root	70.00	No
7210.00	SURGEX	Surgical Removal of Erupted Tooth	110.00	Yes
7210.10	SUR-EX	Surgical Extraction-Erupt-Perio	0.00	Yes
7220.00		Removal of Impacted Tooth-Soft Tissue	165.00	Yes
7220.10		Remove Impacted Tooth-Soft Tissue-Per	0.00	Yes
7230.00		Removal of Impacted Tooth-Partially Bony	190.00	Yes
7230.10		Remove Impacted Tooth-Partially Bony-Per	350.00	Yes
7240.00	EXT-Bo	Removal of Impacted Tooth-Comp. Bony	0.00	Yes
7250.00	EXROOT	Surgical Removal of Residual Tooth Roots	110.00	Yes
7250.10	EXT-pe	Surgical Removal Root Tips-Perio	195.00	Yes
7270.00	REIMPL	Tooth Reimplantation/Stabilization	0.00	Yes
7280.00		Surgical Access of an Unerupted Tooth	0.00	Yes
7280.10		Exposure Imp. & Brac.-Perio	450.00	Yes
7281.10	EXPOS	Surgical Exposure-Perio	0.00	Yes
7283.00		Placemt of Device to Facilitate Eruption	0.00	Yes
7285.00		Biopsy of Oral Tissue- Hard	0.00	Yes
7285.10	BIOP-p	Biopsy-Hard-Perio	0.00	Yes
7286.00	Biopsy	Biopsy of Oral Tissue- Soft	190.00	Yes
7286.10	BIO-pe	Biopsy-Soft-Perio	195.00	Yes
7288.00		Brush Biopsy- Transepithelial Sample	0.00	Yes
7291.00		Transsep/Supra Crestal Fiberotomy, By Rpt	0.00	Yes
7291.10		Trams Fiber/Tooth, BR -Perio	0.00	Yes
7292.00		Temporary anchorage device	0.00	Yes
7293.00		Temporary anchorage device	0.00	Yes
7294.00		Temporary anchorage device	0.00	Yes
7310.00		Alveoloplasty w/extractions, 4+ teeth	150.00	Yes
7310.10	ALVE	Alveoloplasty+Extraction/Quad-Perio	190.00	Yes
7311.00		Alveoloplasty w/ Ext: 1-3 Teeth, per Quad	0.00	Yes
7320.00	Alveo	Alveoloplasty w/o extractions, 4+ teeth	195.00	Yes
7320.10		Alveol W/Out Extractions/Quad-Perio	270.00	Yes
7321.00		Alveoloplasty no Ext: 1-3 Teeth, per Quad	0.00	Yes
7341.00	Exis>	Excision-Benign > 1.25	412.00	Yes
7350.00		Vestibuloplasty Ridge Extension, Complex	0.00	Yes
7350.10	VES-pe	Vestib-Perio	0.00	Yes
7411.00		Excision of Benign Lesion over 1.25 cm	0.00	No
7412.00		Excision of Benign Lesion, Complicated	0.00	No

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ADA/TRANSACTION CODES REPORT

Fee Schedule No. 5

ADA/Code	Office Code	Description	Amount	Allow Discounting
7430.10		Excision-Benign <1.25cm-Perio	0.00	Yes
7431.10		Excision-Benign > 1.25-Perio	0.00	Yes
7451.00		Removal Odontogenic Cyst/fumor > 1.25 cm	0.00	Yes
7470.10	EXO-pe	Removal Exost-Perio	0.00	Yes
7510.00		Incision/Drainage-Intraoral Soft Tissue	150.00	Yes
7510.10	I&D-pe	Incision & Drainage-Perio	130.00	Yes
7511.00		Incision & Drainage of Intraoral Abscess	0.00	Yes
7520.00		Incision!Drainage-Extraoral Soft Tissue	0.00	No
7521.00		Incision & Drainage of Extraoral Abscess	0.00	Yes
7880.00		Occlusal Orthotic Device, By Report	0.00	No
7910.00	<Scm	Suture of Recent Small Wounds up to 5 cm	90.00	Yes
7911.00	Comp<5	Complicated Suture - up to 5 cm	155.00	Yes
7951.00		Sinus augmentation	0.00	Yes
7953.00		Bone replacement graft	0.00	Yes
7960.00	Fren	Frenulectomy - Separate Procedure	0.00	Yes
7960.10	FREN-p	Frenectomy-Perio	0.00	Yes
7963.00		Frenuloplasty	0.00	Yes
7971.00		Excision of Pericoronal Gingiva	0.00	Yes
7971.10	exci-p	Excis Pericor-Perio	0.00	Yes
7998.00		Intraoral Placement of fixation device	0.00	Yes
7999.00		Unspecified Oral Surgery Proc, By Report	0.00	Yes
8020.00	Inter	Limited Orthodontic - Transitional	0.00	Yes
8050.00		Interceptive Orthodontic- Primary	0.00	Yes
8060.00		Interceptive Orthodontic - Transitional	0.00	Yes
8070.00		Comprehensive Orthodontic - Transitional	0.00	Yes
8080.00		Comprehensive Orthodontic - Adolescent	0.00	Yes
8090.00		Comprehensive Orthodontic - Adult	0.00	Yes
8210.00		Removable Appliance Therapy	0.00	Yes
8211.00		Deliver Ortho Appliance	0.00	Yes
8220.00		Fixed Appliance Therapy	0.00	Yes
8660.00		Pre-Orthodontic Treatment Visit	0.00	Yes
8670.00		Periodic Orthodontic Treatment Visit	0.00	Yes
8680.00		Orthodontic Retention	0.00	Yes
8693.00		Repair of fixed retainers	0.00	Yes
8999.00		Unspecified Orthodontic Proc., By Report	0.00	Yes
9110.00	EMERG	Palliative (Emergency) Treatment	45.00	Yes
9111.00	DHSA	Screening Appointment	0.00	No
9112.00	DHCC	Dental Hygiene Continuing Care	0.00	No
9113.00		Patient Completed	0.00	No
9114.00	Testin	DH Testing	0.00	No
9120.00		Fixed partial denture sectioning	0.00	Yes
9215.00	LOCAL	Local Anesthesia	10.00	Yes
9230.00	NO	Analgesia, Anxiolysis, Nitrous Oxide	30.00	Yes
9310.00	CONSUL	Consultation (Other than Treatment Prov)	55.00	Yes
9310.10	CON-pe	Consultation-Perio	0.00	Yes
9310.20	Con-lm	Consultation - Implant Initial	0.00	Yes
9430.00	OV	Office Visit for Observation	25.00	Yes
9431.00		DFP Dental Services Fees	0.00	No
9440.00	OVAH	Office Visit- After Hours	50.00	Yes
9610.00		Therapeutic parenteral drug, single adm.	0.00	Yes
9612.00		Therapeutic parenteral drugs	0.00	Yes
9630.00		Other Drugs or Medicaments, By Report	7.00	Yes
9630.11		Subgingival Irrigation	0.00	No

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ADA/TRANSACTION CODES REPORT

Fee Schedule No. 5

ADA/Code	Office Code	Description	Amount	Allow Discounting
9910.00		Application of Desensitizing Medicament	25.00	Yes
9910.10		Desensitize Meds-Perio	0.00	Yes
9940.00	BRUXAP	Occlusal Guard, By Report	128.00	Yes
9940.10		Occ Guard,BR-Perio	0.00	Yes
9940.20		Deliver Night/Or Occul.Guard	0.00	Yes
9941.00		Fabrication of Athletic Mouthguard	50.00	Yes
9942.00		Repair and/or Reline Occlusal Guard	0.00	No
9943.00		Fluoride Tray (To Include Control RX) (Upper .	0.00	No
9943.10		Deliver Fluoride Trays	0.00	No
9950.00	OCCANA	Occlusion Analysis - Mounted Case	0.00	Yes
9951.00	OCCADJ	Occlusal adjustment -limited	105.00	Yes
9951.10		Occl Adj-Lirn-Perio	52.00	Yes
9952.00	OCCADC	Occlusal Adjustment - Complete	210.00	Yes
9952.10		Occ Adj-Comp-Perio	195.00	Yes
9970.00		Enamel Microabrasion	0.00	Yes

End of Report

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type					
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization
					☒ Other
Business Designation Group					
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ LBE	☐ NBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise
Corporate/Business Entity Name:		Board of Regents- Nevada System of Higher Education			
(Include d.b.a., if applicable)		College of Southern Nevada- Dental Faculty Practice			
Street Address:		6375 W. Charleston Blvd. A 500		Website: www.csn.edu	
City, State and Zip Code:		Las Vegas, Nevada 89146		POC Name and Email: Brenda.marion@csn.edu	
Telephone No:		702 541 5510		Fax No: 702 651 7383	
Local Street Address:				Website:	
City, State and Zip Code:				Local Fax No:	
Local Telephone No:				Local POC Name Email:	
Number of Clark County Nevada Residents Employed:					

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

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

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

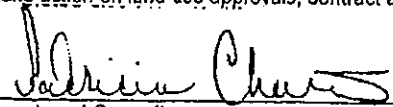
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
N/A		

This section is not required for publicly-traded corporations.

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

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

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 Signature / Capacity

Patricia Charlton
 Print Name
 Sr. Vice President
 Finance and Facilities

 Title

 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:

X (Mark N/A, If not applicable.)

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

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

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

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

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

For County Use Only:

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

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

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:



Signature

Patricia Charlton
Sr. Vice-President, Finance and Facilities

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

Issue: Ryan White Provider Agreement with Michelle Lisoskie, MD	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the Provider Agreement between Michelle Lisoskie, MD and University Medical Center of Southern Nevada for psychiatry services to Ryan White participants; 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: 5421.006 Fund Name: UMC Patient Grant Ryan White
Fund Center: 3000726300 Funded Pgm/Grant: Ryan White
Description: Ryan White Psychiatry Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: Three Years with two one-year options
Amount: NTE \$600,000.00
Out Clause: 30 days without cause

BACKGROUND:

Since June 2001, University Medical Center of Southern Nevada (UMCSN) has had an agreement with Michelle Lisoskie, M.D. to provide outpatient psychiatric evaluation and counseling services to patients diagnosed with HIV in the Las Vegas Eligible Metropolitan Area at UMCSN's Wellness Center. This request is to approve a new agreement with Dr. Lisoskie for psychiatry services. The compensation will continue at the existing rate of \$135.00 per hour, not to exceed \$120,000.00 annually.

The Agreement term is from July 1, 2020 through June 30, 2023, with two (2) one-year options for renewal unless terminated with a 30-day written notice. Staff requests authority for the Chief Executive Officer to exercise the renewal options at his discretion if beneficial to UMCSN.

In accordance with NRS 332.115.1 (b), the competitive bidding process is not required as this is a professional service.

This Agreement has been reviewed by the Outpatient and Ambulatory Clinic Manager of the Wellness Center and approved as to form by UMCSN's Office of General Counsel.

Provider currently holds a Clark County Vendor's Registration.

Cleared for Agenda
June 24, 2020

Agenda Item #

5

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their June 17, 2020 meeting and recommended for approval by the Governing Board.

**PROVIDER AGREEMENT
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
AND
MICHELLE LISOSKIE, MD**

THIS AGREEMENT is made and entered into by and between University Medical Center of Southern Nevada (hereinafter called "UMC") and Michelle Lisoskie, MD (hereinafter called "Provider").

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

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

WHEREAS, UMC desires outpatient psychiatry services for HIV/AIDS Wellness Center Ryan White eligible clients in the area of Clark County, Nevada;

WHEREAS, Provider is qualified and desires to render such outpatient psychiatry services for HIV/AIDS Wellness Center Ryan White eligible clients; and

WHEREAS, UMC desires to engage Provider to render certain outpatient psychiatry services for HIV/AIDS Wellness Center Ryan White eligible clients.

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

I. PURPOSE

UMC hereby hires Provider to provide outpatient psychiatry services to HIV infected individuals in the Las Vegas Eligible Metropolitan Area for UMC's Wellness Center ("Center") for the Program.

II. SCOPE OF SERVICES

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

III. COMPENSATION

1. UMC shall reimburse Provider for the services described in Attachment A at the agreed upon rates in Attachment B for actual hours worked and/or services satisfactorily performed in an amount not to exceed \$120,000 annually. All expenses/costs incurred by Provider in excess of this amount shall be the sole responsibility of Provider.
2. It is agreed by the parties that at all times and for all purposes hereunder that Provider is an independent contractor and not an employee of Center or UMC. No statement contained in this Agreement shall be construed so as to find Provider and its employees to be an employee of Center or UMC, and they shall be entitled to none of the rights, privileges, or benefits of employees of Center or UMC whatsoever, including, but not limited to health/welfare benefits, paid holidays, death benefits, vacation leave, personal or sick leave benefits, compensatory time accumulation or leave, or retirement benefits. Provider is responsible to pay all self-employment tax.
3. UMC shall make timely payment of approved clean claims within sixty (60) business days of receipt of claims. In addition to claim submission on the HCFA or UB04 form. Provider shall include a detailed invoice summary form which includes, at a minimum, a monthly breakdown of the following elements: Patient, tasks completed and/or units of service, CPT codes.

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

IV. RESPONSIBILITIES OF PROVIDER

1. Any and all personnel providing services under this Agreement shall be employees of Provider.
2. Provider and its personnel shall exercise independent professional judgment and shall assume professional responsibility for all services to be provided hereunder.
3. Provider warrants that it is authorized by law to engage in the performance of the activities encompassed by the services described herein.
4. Provider is responsible for the quality and quantity of services performed under this Agreement.
5. Provider shall at its sole expense procure and maintain professional liability, errors and omissions insurance at a limit of not less than one million dollars (\$1,000,000) per occurrence and upon UMC's request shall furnish UMC with a "Certificate of Insurance" as verification this coverage is in force.
6. To the extent of any negligence of Provider or its personnel, Provider's insurance coverage shall be primary insurance with respect to UMC and its elected/appointed officials, employees and agents. Any insurance and/or self-insurance maintained by UMC and its elected/appointed officials, employees or agents shall not contribute to Provider's insurance or benefit Provider in any way.
7. Provider shall comply with all federal, state and local laws, ordinances, rules and regulations, any Program grant requirements, as well as applicable codes of ethics, pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said laws, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle UMC to terminate this Agreement immediately upon delivery of written notice of termination to Provider.
8. Provider and its personnel shall indemnify and hold harmless UMC and its agencies, officials, employees, agents, servants and contractors against any claims, liabilities, or expenses including reasonable attorney fees, arising as a result of any direct or indirect action or omission of Provider, and its providers, employees, agents, clients, or contractors while rendering care under this Agreement.
9. In the event of any professional liability claim against Provider or its personnel, Provider and its personnel shall not seek to join UMC, or Clark County and any of their departments, agencies, officials, employees, servants or agents in such action or hold them responsible in any way for legal protection of Provider and/or its personnel.
10. Upon termination of this Agreement for any reason all finished and unfinished documents, data, manuals, guides, reports and other documentation prepared by Provider for UMC shall, at the option of UMC, be delivered immediately to Center and remain the property of UMC.

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V. MODIFICATIONS AND AMENDMENTS

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

VI. TERM

The term of this Agreement shall begin on July 1, 2020 and end on June 30, 2023. Thereafter, this Agreement may be renewed for two (2) additional one-(1) year terms unless terminated in accordance with Sections VII to X.

VII. TERMINATION WITHOUT CAUSE

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

VIII. TERMINATION FOR CAUSE

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

IX. TERMINATION DUE TO LACK OF FUNDS

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

X. BUDGET ACT AND FISCAL FUND OUT CLAUSE

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by UMC for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and UMC's obligations under it shall be extinguished at the end of any of UMC's fiscal years in which UMC's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. UMC agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this Section shall not relieve UMC of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

XI. GENERAL CONDITIONS

1. Provider agrees to accept any additional conditions governing the use of funds or performance of Program as may be required by federal, state or local statute, ordinance, rule or regulation or Program grant requirements. However, should Provider find such additional condition or conditions unacceptable, it has the option of terminating this Agreement upon fifteen (15) days written notice.
2. The parties hereto agree that this Agreement shall not be assignable nor can any part of the services to be provided be subcontracted without written consent of UMC.

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3. The waiver of any term of this Agreement, or the failure of UMC to insist on strict compliance and prompt performance of any terms of this Agreement, followed by the acceptance of such performance thereafter, shall not constitute or be construed as a waiver or relinquishment of any right by UMC to enforce all terms strictly in the event of a continuous or subsequent default.
4. Each provision of this Agreement shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions of the Agreement, which shall remain in full force and effect.
5. This Agreement shall be construed by and governed under the laws of the State of Nevada and subject to the jurisdiction of its courts. Any litigation between the parties relating to this Agreement shall be filed and pursued in the District Court of Clark County.
6. Time shall be of the essence regarding this Agreement.
7. Any notice required or permitted under this Agreement shall be in writing and hand delivered with receipt obtained therefore, or mailed, postage prepaid, to the other party by certified mail, return-receipt requested to the following:

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

For Provider: Michelle Lisoskie, MD
c/o Wellness Center
701 Shadow Lane, Suite 200
Las Vegas, NV 89106

8. Provider represents and warrants to UMC that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. Provider represents and warrants to UMC that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such Provider or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").
9. If the services to be provided by Provider hereunder are subject to the disclosure requirements of 42 U.S.C. 1395x (v) (1) (I), Provider shall, until expiration of four (4) years, make available, upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and the books, documents and records of Provider that are necessary to certify the nature and extent of the costs incurred under this Agreement through a subcontractor with a value or cost of \$10,000.00 or more over a twelve (12) month period. In addition, with respect to any applicable subcontract, such subcontract shall contain a clause to the effect that, should the subcontractor be deemed a related organization, until the expiration of four (4) years after the furnishing of services pursuant to such subcontract, the subcontractor shall make available, upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of the subcontract, and the books, documents and records of such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement.

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

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

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

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: _____

Mason VanHouweling

Chief Executive Officer

Date: _____

MICHELLE LISOSKIE, MD

By: _____

Printed Name: Michelle Lisoskie MD

Title: Psychiatrist

Date: 03/31/20

ATTACHMENT A
Ryan White Program SOW
OUTPATIENT PSYCHIATRY SERVICES

1. The Provider shall provide outpatient psychiatry services to HIV infected individuals in the Las Vegas Metropolitan Area through the HIV/AIDS Wellness Center. This contract is to support the demand of specialty services in the community. The Wellness Center is the only grant-funded HIV/AIDS clinic with access to this specialty at a low contracted rate to clients in the Las Vegas area. This is considered a sub-contract to the Ryan White HIV/AIDS Wellness grant that provides outpatient services to uninsured or underinsured clients. Ryan White grant funds serves as the payor of last resorts.
2. All services must be preauthorized by UMC Wellness Center.
3. Invoices for services rendered must be received by UMC Wellness Center no later than forty-five (45) days after the last date of service in order to be eligible for reimbursement. Invoices should be sent to:

UMC Wellness Center
Attn: Ryan White Program
701 Shadow Lane, Suite 200
Las Vegas, NV 89106
Phone: (702) 383-2691
Fax: (702) 388-4114
4. Provider agrees to utilize UMC facilities and its contracted providers whenever possible to maximize grant fund resources.
5. Payment by UMC is conditioned upon continued funding by the Ryan White Grants.
6. In rendering services under this Agreement, Provider will abide by all terms and conditions of the Ryan White Grants to UMC.
7. Provider shall restrict access to confidential information obtained from clients to such persons directly connected with the administration or enforcement of this Program.
8. Provider agrees that Program funding cannot be used to pay for emergency room or hospital inpatient services.
9. Provider agrees that Program reimbursement amount is considered final amount and paid in full; balance billing is not allowed. Referral is considered closed when the Wellness Center receives final consult notes from the attending Provider.
10. If the Ryan White patient becomes eligible for insurance, Provider agrees to bill the primary insurance. In the event the primary insurance does not pay for the services, Provider will bill the Program who will serve as the payor of last resort.
11. Provider agrees to an onsite annual contract review.

ATTACHMENT B
Fee Schedule
July 1, 2020 – June 30, 2023

Provider agrees to see a minimum of one hundred and five (105) clients per year.

Provider shall be reimbursed \$135.00 per hour, not to exceed \$120,000 annually.

Rates shall remain in effect through the term of the Agreement, unless thirty (30) days written notice is provided to UMC Wellness Center.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type					
☒ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization
Business Designation Group					
☐ MBE	☒ WBE	☐ SBE	☐ PBE	☐	☐
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise		
Corporate/Business Entity Name:		Michelle Lisoskie, MD			
(Include d.b.a., if applicable)					
Street Address:		714 E. Sahara # 101		Website:	
City, State and Zip Code:		Las Vegas, NV 89104		POC Name and Email: michellelisoskie@umcsh.com	
Telephone No:		(702) 369-8700		Fax No:	
Local Street Address:		same as above		Website:	
City, State and Zip Code:				Local Fax No:	
Local Telephone No:				Local POC Name Email:	
Number of Clark County Nevada Residents Employed: 1					

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).

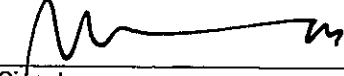
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Michelle Lisoskie, MD	Physician/ Psychiatrist	100%

This section is not required for publicly-traded corporations.

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

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


 Signature

Michelle Lisoskie M.D.
 Print Name

Title

10.25.12
 Date

DISCLOSURE OF RELATIONSHIP (Suppliers)

Corporate/Business Entity Name:	Michelle Lisoskie, MD
(Include d.b.a., if applicable)	
Street Address:	714 E. Sahara #101
City, State and Zip Code:	Las Vegas, NV 89104
Telephone No:	(702) 369-8700
Point of Contact Name:	Michelle Lisoskie, MD
Email:	michelle.lisoskie@umcsd.com

1. **COMPENSATION ARRANGEMENTS** - Does a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) have an employment, consulting or other financial arrangement (including, without limitation, an office or space lease, royalty or licensing agreement, or sponsored research agreement) with the company?

☐ Yes ☒ No (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Describe the Compensation Arrangement	Dollar Value of Compensation
1.			
2.			
3.			

(Use additional sheets as necessary)

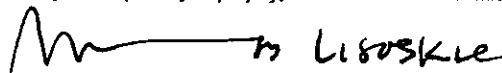
2. **BUSINESS POSITIONS** - Is a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) an officer, director, trustee, managing partner, officer or key employee of the company?

☐ Yes ☒ No (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Business Position or Title	Dollar Value of Compensation (include meeting stipends and travel reimbursement)
1.			
2.			
3.			

(Use additional sheets as necessary)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate.


Signature

Michelle Lisoskie
Print Name

Title

10-25-12
Date

For UMC Use Only:

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

- ☐ Yes ☐ No Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in the contracting/selection process?
- ☐ Yes ☐ No Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in anyway with the business in performance of the contract?

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Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	Supply Agreement for COVID-19 Related Products with Life Technologies Corporation	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada the Supply Agreement for COVID-19 Related Products between Life Technologies Corporation and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to sign the Agreement; and take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000991200	Funded Pgm/Grant: N/A
Description: Supply Agreement for COVID-19 Related Products	
Bid/RFP/CBE: NRS 332.112 and 332.115(4)	
Term: N/A	
Amount: NTE \$54,947,312.01	
Out Clause: UMC may terminate for convenience upon providing prior written notice to LTC.	

BACKGROUND:

Life Technologies Corporation (LTC) manufacturers and supplies products used for the detection of the COVID-19 virus.

In support of UMC's expansion of COVID-19 testing capabilities in the Las Vegas community, UMC will contract with LTC for the supply of certain COVID-19 related products as described in Exhibit A of the Agreement.

Due to the novelty of COVID-19, the parties have utilized current COVID-19 trends in Nevada to forecast the volume of products to be supplied. Under the Agreement, UMC will compensate LTC an estimated amount not-to-exceed \$54,947,312.01, and will have access to new or improved LTC Products for the detection of the nCoV-2 virus, as available.

UMC may terminate for convenience upon providing prior written notice to LTC.

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

Cleared for Agenda
June 24, 2020

Agenda Item #

6

UMC's Director of Laboratory Services has reviewed and recommends approval of this Agreement. The Agreement has also been approved as to form by UMC's Office of General Counsel.

The Department of Business License has determined that LTC is not required to obtain a Clark County business license, but must have a vendor registration. LTC has obtained its vendor registration.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at its June 17, 2020 meeting and recommended for approval by the Board of Hospital Trustees.

William VanHouweling
Chief Executive Officer
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Reference: Proposed Terms for the Supply of COVID-19-Related Products between Life Technologies Corporation and University Medical Center Southern Nevada. ("Term Sheet")

Dear William,

As you are aware, Life Technologies Corporation, a part of Thermo Fisher Scientific ("LTC") has been discussing with University Medical Center Southern Nevada the supply of certain products described in the Term Sheet, attached hereto as Exhibit A. We wish to thank you for submitting your interest in purchasing the products described in the Term Sheet (the "Products"). As discussed, please see below the terms we have agreed to in relation to the purchase of the Products which, together with our quote number **D 4040864**, form the "Contract".

Except as expressly set forth below, the Purchase of the Products is subject to Thermo Fisher Scientific's standard terms and conditions of sale available at <https://www.thermofisher.com/content/dam/LifeTech/Documents/PDFs/Terms-and-Conditions-of-Sale.pdf> ("Ts&Cs"), together with the special terms noted below and in Exhibit A and the addendum attached here as Exhibit B. [*****]

[*****]

[*****]

[*****]

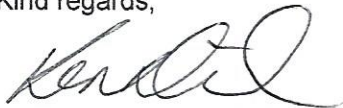
Any terms or provisions which differ from these terms contained in any document provided by LTC or University Medical Center Southern Nevada (including but not limited to in any purchase order) will not be applicable to the purchase of the Products.

Special Terms

The purchase of the Products is subject to written acceptance by Life Technologies Corporation, a part of Thermo Fisher Scientific Inc. Delivery quantities and schedules must be agreed in writing by Thermo Fisher Scientific. Unless agreed otherwise in writing, payment is due within 10 days from University Medical Center Southern Nevada receipt of invoice. Thermo Fisher Scientific will not be responsible or liable for failing to perform obligations to the extent caused by circumstances beyond its reasonable control. University Medical Center Southern Nevada acknowledges that at the time of ordering, the Products may not have been approved for diagnostic use. University Medical Center Southern Nevada further acknowledges and agrees to be responsible for any off-label use of Products supplied.

Please acknowledge University Medical Center Southern Nevada agreement with these conditions by counter-signing the confirmation below.

Kind regards,



For and on behalf of Life Technologies Corporation,
a part of Thermo Fisher Scientific Inc.

Agreed and countersigned on behalf of University Medical Center Southern Nevada

Exhibit A

**PROPOSED TERMS FOR THE SUPPLY
OF COVID-19-RELATED PRODUCTS
BETWEEN**

LIFE TECHNOLOGIES CORPORATION AND UNIVERISTY MEDICAL CENTER SOUTHERN NEVADA

This document is non-binding and is intended solely as a summary of the terms that are currently proposed by Life Technologies Corporation and University Medical Center Southern Nevada. The parties acknowledge that they neither intend to enter, nor have they entered, into any agreement to negotiate a definitive agreement pursuant to this document, and either party may, at any time prior to execution of such definitive agreement, propose different terms from those summarized here or unilaterally terminate all negotiations without any liability whatsoever to the other party. Each party is and will be solely liable for all of its own fees, costs, and other expenses in conjunction with negotiation and preparation of a final agreement pursuant to this document.

The following is a summary of proposed commercial terms (the “Summary of Terms”) for the proposed supply of COVID-19-related products from Life Technologies Corporation, a part of Thermo Fisher Scientific Inc. (“LTC”) and University Medical Center Southern Nevada. This Summary of Terms is not intended to be a binding agreement between the parties. A binding agreement will not exist unless and until both parties have negotiated, approved, executed and delivered definitive agreements. Furthermore, both parties shall each have the right to terminate all negotiations regarding the proposed partnership and any related transactions at their sole discretion without liability or obligation.

Background

LTC manufacturers and supplies products used for the detection of nCoV-2 virus and would like to support labs adopting technologies and processes to extend and improve upon the testing for COVID-19.

University Medical Center Southern Nevada desires to use products supplied by LTC in its processes to provide diagnostic testing services for its customers.

The parties desire to arrange for better forecasting of potentially scarce products for planning purposes and for more secure supply.

LTC Products	“ LTC Products ” would mean the consumable products to be supplied by LTC as listed in the Quotation attached hereto as <u>Schedule 1</u> (the “Quote”). If Future LTC Products become approved and commercially available during the term, at University Medical Center Southern Nevada’s request at such time LTC would include such Future LTC Products as LTC Products hereunder; provided, however, that pricing and availability of such Future LTC Products would be determined based on factors existing at that time, such as LTC’s manufacturing capability for such Future LTC Products, the availability of raw materials, demand and other such considerations.
Future LTC Products	“ Future LTC Products ” would mean new or improved qPCR-based panels or collection devices developed, approved and commercialized by LTC in each case for the detection of nCoV-2 virus.

Pricing	Pricing for LTC Product would be as set forth in the Quote.
Supply	LTC would supply the LTC Products pursuant to quote terms and conditions that LTC has been using to supply such LTC Products to customers worldwide since the COVID crisis began.
Approved University Medical Center Southern Nevada Service	"Approved University Medical Center Southern Nevada Service" would mean an in vitro diagnostic service offered by University Medical Center Southern Nevada to detect nCOV-2 in human patients that (i) uses LTC Products in the workflow and (ii) has received all applicable regulatory approvals and/or certifications (e.g., Emergency Use Authorization, CLIA certification, etc.) required to offer such service.
Field	"Field" would mean the detection of the nCOV-2 virus solely as part of an Approved University Medical Center Southern Nevada Service.
Territory	United States of America
Use Authorization	LTC would authorize University Medical Center Southern Nevada on a non-exclusive basis in the Field and Territory during the Term to use LTC Products in providing Approved University Medical Center Southern Nevada Services. No rights would be granted to make, use or re-sell LTC Products or other components thereof other than as part of Approved University Medical Center Southern Nevada Services that use LTC Products in the Territory in the Field.
Roles:	The parties expect that LTC would be responsible for: • Manufacture and supply of LTC Products under LTC's standard terms and conditions, available at: http://www.thermofisher.com/us/en/home/global/terms-and-conditions.html • Technical support of LTC Products • LTC's commitment to support the LTC Products would be contingent upon the items being unaltered and used in conformance with the use authorization The Parties expect that University Medical Center Southern Nevada would be responsible for: • Technical and clinical validation of Approved University Medical Center Southern Nevada Services. • Automation of its environment, as well as any required regulatory approvals or certifications (e.g., CLIA) required in the geographies in which

	University Medical Center Southern Nevada would be offering Approved University Medical Center Southern Nevada Services.
IP	LTC would retain all rights to current and future intellectual property related to its products and workflows that are used or developed in connection with this transaction. University Medical Center Southern Nevada would not acquire any existing intellectual property nor other rights of LTC, by implication, estoppel or otherwise.
Regulatory Matters	University Medical Center Southern Nevada would be solely responsible, at its own cost, for obtaining all regulatory approvals and certifications necessary for University Medical Center Southern Nevada to perform the Approved University Medical Center Southern Nevada Services in the Territory.
Purchase Commitments	- University Medical Center Southern Nevada would submit to LTC a purchase order for LTC Products necessary for University Medical Center Southern Nevada to process at least [*****] samples, as described in the Quote (Quote number D 4040864). Such amount is intended to cover the first [*****] months of University Medical Center Southern Nevada 's forecasted requirements. - The purchase order would incorporate the defined shipment schedule attached hereto as <u>Schedule 2</u> that sets forth the quantities of LTC Products to be delivered to University Medical Center Southern Nevada at specific times. LTC would work with UNIVERSITY MEDICAL CENTER SOUTHERN NEVADA to schedule deliveries of LTC Products that meet University Medical Center Southern Nevada 's expected weekly testing volume
Term	The initial term would be [*****]; provided, after the first [*****], the University Medical Center Southern Nevada could terminate for convenience upon [*****] prior written notice to LTC. For clarity, during the pre-termination period, the University Medical Center Southern Nevada would continue to receive and pay for LTC Products in accordance with the shipment schedule set forth in <u>Schedule 2</u> through the effective date of termination.
Shipping	FCA LTC's Shipping Point (Incoterms 2010)
Delivery Schedule	- University Medical Center Southern Nevada would specify in its purchase order the amount of LTC Products University Medical Center Southern Nevada is requesting each week during the first [*****] months at minimum, as described in <u>Schedule 2</u>. - In the event University Medical Center Southern Nevada desires to adjust the amounts or scheduling of products it has ordered, LTC would work in good faith with University Medical Center Southern Nevada to handle such requests; provided, however (i) for amounts due to be delivered within the

	next [*****], LTC may reject adjusted amounts to the extent that such amounts exceed the originally ordered amount by more than [*****] (though, in such an instance, LTC would use commercially reasonable efforts to fulfill such additional amount, subject to normal lead times for such products), and (ii) up to one time each quarter and with at least [*****] prior written notice to LTC, University Medical Center Southern Nevada may adjust future amounts of tests scheduled to be delivered (i.e., longer than [*****] out) upward or downward by up to [*****] of the amount set forth in the then-current delivery schedule. • LTC reserves the right to make partial shipments and adjust the delivery schedule based on any impacts arising out of, or related to, COVID-19. Notwithstanding anything to the contrary in LTC's Standard Terms & Conditions, LTC would not be liable for delays or non-performance as a result of causes related to COVID-19 or other acts beyond its reasonable control.
Payment Terms	Net 10 days; subject to credit approval by LTC
Publicity	Neither Party would disclose any matters relating to this Summary of Terms in any advertising, promotion, publicity, press release, article or other public communication without the other party's prior written consent.

Schedule 1

QUOTATION

(Quote No. D 4040864)

Value \$54,947,312.01

Line#	SKU # / PPL	DESCRIPTION
1	97002540	KF 96 KF PLATE (200 UL), 48/CS CASE OF 48
2	4306311	MICROAMP CLEAR ADHESIVE FILM, 100 PC
3	AM12450	NS RNASE-FREE TUBES 1.5 ML 250 TUBES PER BAG
4	A48438	KF DW 96 TIP COMB, 100 PCS OEM EACH
5	A48305	KF DW 96 PLATE, 50 PCS OEM EACH
6	A48383	MVP II KIT 2,000 PREPS 2,000 PREPS
7	A47814	TAQPATH RTPCR COVID-19-1000RXN EACH
8	AM9932	NUCLEASE-FREE WATER 1000 ML EACH
9	A28523	10ML TP 1STEP MMX NO ROX EA
10	4311971	FG,OPTICAL ADHESIVE COVERS EACH
11	4366932	TF,OPTICAL FAST 96-WELL PLT 200 BULK

Schedule 2

DELIVERY SCHEDULE

[*****]

Exhibit B

**Life Technologies Corporation, a part of Thermo Fisher Scientific, ("Supplier")
and University Medical Center Southern Nevada ("Customer")**

**Addendum to Quotation D4040864 (the "Quotation"),
including its Terms and Conditions of Sale (the "Agreement")
Addendum Effective Date: June 1, 2020**

The purchase order issued against the Quotation is in response to the COVID-19 pandemic and is eligible for FEMA reimbursement under section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act").

The following terms and conditions shall apply to the quotation and related purchase order:

1. All orders are subject to Supplier's standard Terms and Conditions of Sale, which can be viewed here: <https://www.thermofisher.com/content/dam/LifeTech/Documents/PDFs/Terms-and-Conditions-of-Sale.pdf>. All orders are subject to written acceptance by Supplier. Delivery quantities and schedules must be agreed in writing by Supplier. Unless agreed to otherwise in writing, Customer will pay Supplier within 10 days from Customer's receipt of invoice. Supplier will not be responsible or liable for failing to perform obligations to the extent caused by circumstances beyond its reasonable control. Products are currently supplied for research use only, but are subject to emergency application for regulatory approval for in-vitro diagnostic use. Notwithstanding the foregoing, to the extent not directly in conflict with Supplier's standard Terms and Conditions of Sale, the FEMA terms and conditions in Sections 2 through 7 below shall also apply to such orders.
2. Supplier shall not use the Department of Homeland Security and/or FEMA seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
3. Supplier will comply with all applicable federal law, regulations, and executive orders, including any publicly communicated and enacted FEMA policies, procedures, and directives.
4. The parties agree that the Federal Government is not a party to this purchase order and is not subject to any obligations or liabilities to the Customer or Supplier, or any other party pertaining to any matter resulting from the purchase order.
5. Supplier acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the purchase order.
6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Supplier represents and certifies that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or Executive Order 12689.
7. Certification Regarding Lobbying - Byrd Anti-Lobbying. For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently \$150,000), Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Addendum Effective Date.

LIFE TECHNOLOGIES CORPORATION	UNIVERSITY MEDICAL CENTER SOUTHERN NEVADA
Signature: <i>Kent Davidson</i>	Signature:
Name: <i>KENT DAVIDSON</i>	Name:
Title: <i>V.P. COMMERCIAL</i>	Title:
Date: <i>9th June 2020</i>	Date:

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

Issue:	Award of Bid No. 2020-03, Trauma 2nd Floor Waste Water Replacement Project	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board Audit and Finance Committee review and recommend for award by the Governing Board Bid No. 2020-03, Trauma 2nd Floor Waste Water Replacement Project to P.J. Becker and Sons Construction, LLC, the lowest responsive and responsible bidder; 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, 3000848000 Funded Pgm/Grant: N/A
 Description: Award of Bid 2020-03, Trauma 2nd Floor Waste Water Replacement Project
 Bid/RFP/CBE: Formal bid pursuant to NRS 338.1385
 Term: 17 weeks from Notice to Proceed
 Amount: \$592,075.00
 Out Clause: Any time for cause or Owner's convenience

BACKGROUND:

On February 9, 2020, Bid No. 2020-03 was published in the Las Vegas Review-Journal. This project entails removal and replacement of existing waste and vent cast iron piping lines with PVC material. These lines service areas of the 2nd level of Trauma Building from point of connection at main riser locations on the 1st floor and up to point of connections for toilets, floor sinks/drains, wall mounted/cabinet sinks and showers. On May 21, 2020, UMC received responses from:

BIDS RECEIVED	BID AMOUNT
Monument Construction	\$397,235.00*
PJ Becker & Sons Construction, LLC	\$592,075.00
Martin-Harris Construction, Inc.	\$847,395.00

* Monument Construction requested to withdraw the bid because the subcontractor failed to quote all of the required materials.

All of the above bids were received and opened on May 21, 2020. The apparent low bid of \$592,075 was received from PJ Becker & Sons Construction LLC, based in Las Vegas, Nevada. PJ Becker & Sons Construction LLC properly submitted all required documentation within the relevant deadlines. Staff has

Cleared for Agenda
June 24, 2020

Agenda Item #

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reviewed all materials and recommends that the bid be awarded to PJ Becker & Sons Construction LLC, which was the lowest responsive and responsible bidder.

The term of the agreement is 17 weeks from the date of the Notice to Proceed. UMC may terminate the agreement at any time for its convenience, upon written notice to PJ Becker & Sons Construction LLC.

Director of Facilities Maintenance and Manager of Facilities Maintenance have reviewed the bid documents and recommend approval of the award by the Governing Board.

The bid documents and notice of award have been approved as to form by UMC's Office of General Counsel.

PJ Becker & Sons Construction LLC currently holds a valid Clark County Business License.

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**
INVITATION TO BID

BID NO. 2020-03
TRAUMA 2ND FLOOR WASTE WATER REPLACEMENT

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
CONFIRMATION FORM
for
RECEIPT OF BID NO. 2020-03
TRAUMA 2ND FLOOR WASTE WATER REPLACEMENT**

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

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

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO. **BID 2020-03**

DESCRIPTION: **TRAUMA 2ND FLOOR WASTE WATER REPLACEMENT**

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Email Address: _____

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

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INVITATION TO BID

BID NO. 2020-03

Trauma 2nd Floor Waste Water Replacement

NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2020-200

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

ESTIMATED COST: \$360,000

A **MANDATORY** Pre-bid Conference will be held on **Tuesday, February 18, 2020 at 10:00 a.m.**, in the Ambulatory Conference Room located in the Delta Point building at 901 Rancho Lane, Suite 265, Las Vegas, NV 89106. If your firm is unfamiliar with the OWNER's Bid Submittal procedures and would like to obtain training on the submittal process for this Bid, please contact Frances Heiy, Contracts Specialist, at (702) 207-8846 no later than Friday, February 14, 2020, and a training session will be provided immediately following the pre-bid conference referenced above.

All questions/requests for clarification related to this Bid must be received in writing by Frances Heiy (Frances.Heiy@umcsn.com) no later than **5:00:00 p.m. on Thursday, February 27, 2020**. OWNER will issue any necessary Addenda by close of business **Thursday, March 12, 2020**

Bids will be accepted at the University Medical Center of Southern Nevada, Delta Point, 901 Rancho Lane, Ste. 265, Las Vegas, Nevada 89106, on or before **Tuesday, March 24, 2020 at 2:00 p.m.**, based on the time clock at the OWNER'S Ambulatory front desk, Suite 265, and will be opened immediately thereafter. BIDDERS and other interested parties are invited to attend the Bid opening.

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

PUBLISHED:

Las Vegas Review-Journal
February 9, 2020

INSTRUCTIONS TO BIDDERS

BID NO. 2020-03

Trauma 2nd Floor Waste Water Replacement

1. **PROJECT SCOPE OF WORK**

A project which consists of removal and replacement of existing waste and vent cast iron piping lines with PVC material. These line service areas of the 2nd level of Trauma Building from point of connection at main riser locations on the 1st floor and up to point of connections for toilets, floor sinks/drains, wall mounted/cabinet sinks and showers. For full details, see exhibit A Scope of Work.

2. **PRE-BID AND BID OPENING DATES**

MANDATORY Pre-Bid Meeting and Site Walk – **Tuesday, February 18, 2020 at 10:00 a.m.**, Ambulatory Conference Room (located in Suite 265 of the Delta Point Building)

Bid Opening - Tuesday, March 24, 2020 at 2:00 p.m., Ambulatory Conference Room

3. **DESIGNATED CONTACTS**

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

4. **CONTACT WITH OWNER DURING BIDDING PROCESS**

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

5. **DEFINITIONS**

- A. **Architect:** OWNER's representative or other person designated by the Governing Body, acting directly or through their duly authorized representative.
- B. **Addendum:** A written document issued by the OWNER, via the Contracts Management Department, prior to the submission of Bids which modifies or clarifies the Bid Documents by additions, deletions, clarifications, and/or corrections.
- C. **Additive/Deductive Bid Items:** An amount stated in the Bid to be added to or deducted from the contract amount for the corresponding change in the work, as described in the Bid Documents. The unit price(s) quoted shall remain firm throughout the contract term. Funding for the item(s) is provided in the Bid Form under the description of "Construction Conflicts and Additional Work," or shall be funded through the issuance of a formal change order as described herein. BIDDER must quote all item(s) to be responsive and considered for award.
- D. **Additive Alternate Bid Item:** An amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the work, as described in the Bid Documents, is accepted by OWNER. Additive Alternate Items may be exercised by the OWNER with the award of the project, in sequential order only subject to the availability of funds. BIDDER must quote all items to be responsive and considered for award.
- E. **Authorized Representative:** A person designated by the Governing Body to be responsible for the development and award of the Contract for the public work.
- F. **Bidder(s):** A Prime Contractor who submits a Bid to the OWNER for a project.
- G. **Bid Form(s):** The Bid Form pages, Bid Security, and any attachments.
- H. **Bid Option Item:** An amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the work, as described in the Bid Documents, is accepted by OWNER. Bid Option Items may be exercised by the Owner with the award of the project, in sequential order only subject to the availability of funds. BIDDER must quote all items to be responsive and considered for award.
- I. **Bid Documents:** Include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of Bids, as applicable.

Trauma 2nd Floor Waste Water Replacement

- J. **Consulting Architect/Engineer:** A licensed and registered professional contracted by the OWNER to design the project's special provisions and drawings.
- K. **Consulting Construction Manager:** The Construction Management firm contracted by the OWNER to manage the construction of the project.
- L. **Consulting Engineer:** A professional engineering firm contracted by the OWNER to design the project's specifications, special provisions and drawings.
- M. **Contract:** Contract documents include the Bid Documents, BIDDER's Bid Form, all Addenda, BIDDER's Bonds and Insurance, Subcontractor Notification letters and Notice of Award.
- N. **Contractor:** The person or entity identified as such in the Contract and is referred to throughout the Contract documents as Contractor or successful BIDDER. Contractor shall mean the Prime Contractor or its authorized representative as defined by Nevada Revised Statute 616A.285.
- O. **Engineer:** OWNER's representative or other person designated by the Governing Body, acting directly or through their duly authorized representative.
- P. **Governing Body:** Used throughout these documents will mean the Clark County Board of Commissioners or University Medical Center of Southern Nevada's Governing Board.
- Q. **Owner:** The term used throughout these documents will mean University Medical Center of Southern Nevada ("OWNER").
- R. **Planholders:** Prospective BIDDER(s) who have returned the Confirmation Form near the front of this Bid Document.
- S. **Subcontractor/Independent Contractor:** Any individual, agent, firm, sole proprietor, or corporation to whom the Prime Contractor subcontracts any part of the project. There is no contractual relationship between the OWNER and the above-mentioned Subcontractor who perform work or services for the Prime Contractor.
- T. **Successful Bidder:** BIDDER who is the lowest responsive, responsible and/or best BIDDER, to whom the Governing Body or the authorized representative has authorized the award of the contract.
6. **BIDDER'S REPRESENTATION AND CERTIFICATIONS**
- A. **Each BIDDER by submitting their Bid represents that:**
1. BIDDER has read and understands the Bid Documents and asserts that its Bid is made in accordance therewith and shall be considered a firm offer for a period of 120 calendar days following the opening of bids. The BIDDER's offer may expire at the end of the 120 calendar day period.
 2. BIDDER has visited the project site and is familiar with the local conditions under which the work is to be performed.
 3. Prior to submission of the Bid, the BIDDER shall ascertain that it has received all Addenda issued. The BIDDER shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form.
 4. BIDDER understands that all language in the Bid Document is non-negotiable.
 5. The BIDDER(s), and the successful BIDDER(s), and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 338.017, Section 1, Paragraph 2, regarding Federal Debarment.
 6. Prohibition Against Israel Boycott: In accordance with Nevada Revised Statute 332A.065,66 of 429 SUCCESSFUL BIDDER certifies that it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.
- B. **Nevada State Contractors' Board Licensing**
1. BIDDERS for this work must be qualified and properly licensed to perform the particular work pursuant to the provisions of the Nevada Revised Statutes Chapter 624. Failure to comply shall result in rejection of the BIDDER. Nevada Contractor's License number and dollar limit must be indicated on the Bid Form page. Should there be a protest regarding the applicability of the low BIDDER's

Trauma 2nd Floor Waste Water Replacement

Contractor's license to the scope of the project, it shall be the low BIDDER's responsibility to obtain an opinion from the State Contractor's Board at its next meeting. **BIDDERS are reminded that, per NRS 624.3015, bidding on a contract for work in excess of its limits or beyond the scope of its license is grounds for disciplinary action by the State Contractors Board.**

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

C. Journeyman and Master Electrician and Plumbing Examination Program

1. All electricians providing supervision of electrical work on this project are required to possess a valid Clark County Development Services card appropriate to the scope of work being performed. The categories are Master Electrician and Journeyman Electrician, which have passed the International Code Council (ICC) Contractor Examination Services testing at www2.ICCSAFE.org or by calling 1-888-422-7233.
2. All plumbers providing supervision of the plumbing work on this project are required to possess a valid Clark County Development Services card for the appropriate scope of work being performed. The categories are Master Plumber and Journeyman Plumber. Tests are administered by the Southern Nevada Board of Plumbing Examiners (SNBOPE) at www.NBOPE.org or by calling 1-877-457-6482.
3. The general Contractor or specialty Contractor submitting a Bid to the OWNER shall validate that their employee(s) or their Subcontractor's employee(s) providing supervision for the scope performed maintain current valid cards throughout the term of this Contract. The BIDDER(s) and subsequent awarded BIDDER(s) agree to provide within twenty-four (24) hours of a request by the Owner, proof of current and valid cards for individuals planned or performing the supervision identified herein. Should any of these supervising employee's cards expire, that employee shall be replaced immediately with another qualified valid cardholder without any additional cost to the OWNER.
4. OWNER staff, including but not limited to, from Plant Operations, Contracts Management, and/or their contracted staff will perform unscheduled site visits to validate that the workers performing the electrical and plumbing work are in compliance with these requirements. Employees found performing work without the proper proof of compliance (valid card) shall be immediately replaced as specified above without any additional cost or associated impacts to the OWNER.

D. Addenda and Interpretations

1. If it becomes necessary to revise any part of this Bid, a written Addendum will be provided to all known Planholders. OWNER is not bound by any oral representations, clarifications, or changes made to the written specifications by OWNER's employees, unless such clarification or change is provided to Planholders in written Addendum form from the Purchasing and Contracts Division.
2. BIDDERS shall take no advantage of any apparent error or omission in the Bid Documents. In the event the BIDDERS discover such an error or omission, they shall immediately notify the OWNER. The OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid Documents through the issuance of an Addendum.
3. Addenda shall be sent via e-mail, mail, or certified mail and will be made available for pick up to all known Planholders.
4. Copies of Bid Documents, including any Addenda, will be made available for inspection at OWNER's Contracts Management office.
5. BIDDERS shall verify receipt of all addenda issued by OWNER prior to submission of their Bid.

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7. SUBMITTAL OF BID – REQUIRED DOCUMENTS

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

A. Bid Form

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

2. **Apprenticeship Utilization Act:**

- a) SUCCESSFUL BIDDER, and its subcontractors shall be bound by and comply with Senate Bill 207 of the 2019 Nevada Legislative Session ("Statute"), which requires employment of Apprentices in Public Works., whenever the actual value of the contract totals \$100,000 or more. SUCCESSFUL BIDDER shall abide by the Apprenticeship Standards, including the ratio of four (4) journeymen for each Apprentice and the Committee's (local joint committee on apprenticeship) jurisdiction to determine all Apprentice disputes with SUCCESSFUL BIDDER or SUCCESSFUL BIDDER shall request a waiver from Client, providing documentation justifying the waiver.
- b) SUCCESSFUL BIDDER agrees to pay: (i) wages to the Apprentice, less authorized deductions, according to the Apprentice wage schedule set forth in the Apprenticeship Standards (Form 5910), and (ii) fringe benefit contributions pursuant to the terms of the Trust Agreements creating them and the Apprenticeship Standards. The SUCCESSFUL BIDDER shall pay the appropriate hourly contributions rates to each applicable Trust Fund, and any other employee benefit Fund required, for each hour worked by the Apprentice on the Public Works Project. Contribution payments shall be made at the time, place and in the manner directed by the Trust Funds' Administrator.
- c) SUCCESSFUL BIDDER agrees to submit a complete monthly fringe benefit Contribution Report, identifying all work performed by the named Apprentice on the Public Works Project (subject to this Agreement), together with payment of any amounts owed. Both the Contribution Report and payments shall be submitted to the Administrator designated by the employee benefit Trust Funds, and to any other employee benefit Fund listed.
- d) SUCCESSFUL BIDDER agrees to review SB 207, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: <http://www.labor.nv.gov>, or by calling (702) 486-2650. Per NAC 338.040, after a contract has been awarded, the Apprenticeship Utilization Act is in effect for the duration of the project. **Please note that if a change order causes a contract to exceed \$100,000, the Owner will audit the entire contract period.**

3. **Subcontractors/Independent Contractors Information**

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

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

- (1) A description of the labor or portion of the work that the prime contractor will perform; or
- (2) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed.

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

- (1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding \$100,000.
 - (2) If any one of the contractors who submitted one of the three lowest bids will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will not be paid an amount exceeding \$100,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid 1 percent (1%) of the prime contractor's total bid or \$50,000, whichever is greater.
- c) Contractor shall not substitute any person for itself or a Subcontractor who is named on the required list(s) except as provided pursuant to NRS 338.141.
 - d) If a BIDDER substitutes a Subcontractor for any Subcontractor who is named in the Bid without complying with the provisions of NRS 338.141; the BIDDER shall forfeit, as a penalty to the OWNER, an amount equal to one percent (1%) of the total amount of the contract.

Trauma 2nd Floor Waste Water Replacement

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

- (1) An amount equal to 2.5 percent (2.5%) of the total amount of the contract; or
- (2) An amount equal to 35 percent (35%) of the estimate by the engineer of the cost of the work the BIDDER indicated pursuant to NRS 338.141 that he or she would perform on the public work.

- f) BIDDER agrees that it will assume responsibility for acts or omissions of its subcontractors and of persons either directly or indirectly employed by them, as they are responsible for the acts or omissions of persons directly employed by the BIDDER. Nothing contained in the contract documents shall create any contractual relation between Subcontractor and the OWNER.
- g) Per NRS 338.140.1.d, the OWNER agrees to provide, upon the OWNER's request, copies of any or all contracts that it may have with its Subcontractor(s), to be used to determine the price of additional work performed pursuant to change orders, to evaluate claims for costs incurred for the performance of additional work, and/or to prepare for potential mediation or litigation.

3. Non-Discrimination and Fair Employment Practices

a) Discrimination:

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

b) Fair Employment Practices:

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

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

c) Close-out Documentation

As a part of the required contract close-out documentation, BIDDER shall submit a Summary Report of Material Suppliers and Subcontractors listing the name of the Subcontractor, Bid item or work performed, the Business Enterprise Group (BEG), Ethnicity Status, and Value of the contracts. The close-out document shall be submitted in a manner that substantially meets the format and content of the form attached hereto as **Close-out Documentation Summary Report of Subcontractors**.

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

(1) MINORITY OWNED BUSINESS ENTERPRISE (MBE):

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

(2) WOMEN OWNED BUSINESS ENTERPRISE (WBE):

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

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

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

(4) SMALL BUSINESS ENTERPRISE (SBE):

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

(5) VETERAN OWNED ENTERPRISE (VET):

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

(6) DISABLED VETERAN OWNED ENTERPRISE (DVET):

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

(7) EMERGING SMALL BUSINESS (ESB):

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

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

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

B. Bid Security

1. Each Bid shall be accompanied by a Bid security (in the form of, at BIDDER's option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER) in the amount of five percent (5%) of the base Bid amount, pledging that the BIDDER will within **ten (10)** business days after OWNER's written request for insurance, furnish the bonds and insurance as required herein, covering the faithful performance of the BIDDER and the payment of all obligations arising hereunder. Bonds issued by a surety, who is an individual surety, are not acceptable to Clark County. Should the BIDDER refuse to or fail to furnish such bonds and insurance, the amount of the Bid security may be forfeited to the OWNER. All checks and money orders must indicate the Payee as University Medical Center of Southern Nevada and reflect the complete Bid number.
2. Surety companies executing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to Nevada Revised Statute Chapter 683A and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.
3. If submitting a Bid Bond it shall be written on either a standard Bid Bond form or the enclosed form (Bid Attachment 1), and the attorney-in-fact who executes the Bond on behalf of the surety shall affix to the Bond a certified and current copy of his/her power of attorney.
4. The OWNER will have the right to retain the Bid security of BIDDERS to whom an award is being considered until either (a) the bonds and insurance have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
5. Should this Bid contain Lots, the BIDDER may choose to provide a Bid security in the form of a Cashier's Check, Certified Check or Money Order, a separate check or Money Order for EACH LOT submitted. If the BIDDER elects to provide a Bid security in the form of a Bid Bond, it may be issued for five percent (5%) of the aggregate amount of all Lots submitted.

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8. SUBMISSION OF BIDS

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

The following are detailed delivery instructions for bids:

HAND DELIVERY

UMC – Contracts Management
Delta Point Building
901 Rancho Lane, Suite 265
Las Vegas, Nevada 89106

U.S. MAIL DELIVERY

UMC
Attn: Contracts Management
1800 West Charleston Blvd.
Las Vegas, NV 89102
UMC

EXPRESS DELIVERY

UMC – Contracts Management
Delta Point Building
901 Rancho Lane, Suite 265
Las Vegas, Nevada 89106

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

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

9. WITHDRAWAL OF BID

A. Before Bid Opening:

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

B. After Bid Opening:

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

10. TIE-BIDS

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

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

11. EVALUATION OF BIDS AND AWARD

A. Line Item Total Prices/Evaluation

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

B. Award: Unit Prices

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

C. Intent to Award

Trauma 2nd Floor Waste Water Replacement

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

D. Award Determination

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

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

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

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

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

E. Disclosure of Ownership/Principals

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

F. Award of Contract

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

12. SCHEDULE OF VALUES

By 5:00 P.M the next working day after the bid opening, the three (3) lowest BIDDERS for the Total Base Bid amount must submit a Schedule of Values on the attached form, of the various portions of the work, aggregating the base bid amount, shall be divided so as to facilitate payments in accordance with the contract documents.

Following are detailed delivery instructions for **Schedule of Values**:

***Note: Subject line of the E-Mail must provide the Bid No., Project Description, and Name of Attachment**

HAND DELIVERY

UMC – Contracts Management
Delta Point Building
901 Rancho Lane, Suite 265
Las Vegas, Nevada 89106

E-Mail DELIVERY

frances.heiy@umcsn.com
*reference above note

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13. PROJECT WORKFORCE CHECKLIST

At bid opening the BIDDER will present a completed Project Workforce Checklist, Attachment 5.

By 5:00 pm the next business day after bid-opening, the three (3) lowest BIDDERS must provide a completed Project Workforce Checklist for all named (used) subcontractors).

Trauma 2nd Floor Waste Water Replacement

Within 10 days of bid-opening, the apparent low bidder must submit a Request for Waiver form, provided by the Department, for the PRIME/BIDDER and all named (used) subcontractors. All supporting documentation for waiver(s), must be submitted with the Request for Waiver form. The Request for Waiver form and supporting documentation may be sent via email, fax or delivered to the Department's Contract Compliance Office. If waivers are not needed, please indicate such on the Request for Waiver form, and submit as directed above.

A request for waiver (for cause) can be submitted if:

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

Failure to submit the workforce/apprentice utilization forms and supporting documentation described above, within the required time, may deem the bid non-responsive.

Following are detailed delivery instructions for **Progress Workforce Checklist**:

***Note: Subject line of the E-Mail must provide the Bid No., Project Description, and Name of Attachment**

HAND DELIVERY

UMC – Contracts Management
Delta Point Building
901 Rancho Lane, Suite 265
Las Vegas, Nevada 89106

E-Mail DELIVERY

frances.heiy@umcsn.com
*reference above note

14. BONDS AND INSURANCE REQUIREMENTS

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

BIDDERS are strongly urged to fax the bonds, insurance, and insurance certificate to their respective agents before the bid opening. The SUCCESSFUL BIDDER must provide these within ten (10) business days from date of Notice of Intent to Award. Owner will assess the liquidated damages for submission of incorrect documents that are not corrected and returned by the tenth business day.

- A. Insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.
- B. The SUCCESSFUL BIDDER shall provide all submittals requested in this section within ten (10) business days. If the SUCCESSFUL BIDDER does not provide the submittals on or before the tenth business day, or fails to keep the bonds or insurance policies in effect or allows them to lapse, the SUCCESSFUL BIDDER will pay to the OWNER the amount of **\$100.00** per day as liquidated damages.

15. PROTESTS

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

- A. 25% of the total value of the base bid submitted by the BIDDER filing the protest; or
- B. \$250,000.

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

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

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

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

16. REJECTION OF BID

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

17. FEDERAL, STATE, LOCAL LAWS

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

18. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.820 evidence of agreement or collusion among BIDDERS and prospective BIDDERS acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such BIDDERS void.

Advance disclosures of any information to any particular BIDDER which gives that particular BIDDER any advantage over any other interested BIDDERS, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

19. RESPONSIBILITY OF CONTRACTOR

- a) It is understood that in the performance of the services herein provided for, BIDDER shall be, and is, an independent Contractor, and is not an agent, representative or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Further, BIDDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by BIDDER in the performance of the services hereunder. BIDDER shall be solely responsible for, and shall indemnify, defend and hold OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- b) BIDDER shall be fully and solely responsible for safety and health conditions for conducting all operations under this contract and at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. BIDDER shall continually and diligently inspect all equipment, materials and work to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions BIDDER shall furnish all safety equipment, supplies and instructions required for the work and enforce the proper use of such by its employees, agents, subcontractors and any and all sub-tier levels and suppliers. BIDDER shall notify the OWNER in writing of the name of their assign employee responsible for safety and health including a twenty-four-hour telephone number prior to commencement of work. BIDDER shall comply with all requirements of Nevada Revised Statute Chapter 618, Occupational Safety and Health, Nevada Administrative Code Chapter 618 and have established an active Safety Program in accordance therewith.
- c) BIDDER acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; the OWNER may declare the BIDDER in breach of the Contract, terminate the Contract, and designate the BIDDER as non-responsible.
- d) BIDDER acknowledges that BIDDER and any Subcontractors, agents or employees employed by BIDDER shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of BIDDER or any of its officers, employees or other agents.

Trauma 2nd Floor Waste Water Replacement

- e) The BIDDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the BIDDER, their principals, officers, employees, agents, Subcontractors and suppliers required to complete this Contract. In performing the specified services, BIDDER shall follow practices consistent with generally accepted professional and technical standards.
- f) It shall be the duty of the BIDDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. BIDDER will not produce a work product that violates or infringes on any copyright or patent rights. The BIDDER shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the OWNER of any products or services furnished by BIDDER shall not in any way relieve the BIDDER of responsibility for the professional quality and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of BIDDER's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and BIDDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by BIDDER's performance or failures to perform under this Contract.
- g) BIDDER shall appoint a qualified employee who will manage the performance of services, should this employee be unable to complete his or her responsibility for any reason, the BIDDER will immediately replace him or her with a qualified person and inform the OWNER in writing.
- h) As built drawings and related specifications shall become and remain the property of the OWNER. Copies of the drawings and specifications retained by the OWNER may be utilized only for its use and for occupying and maintaining the project for which they were prepared, and not for construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by BIDDER during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have the right to reproduce all non-copy write protected documentation supplied pursuant to this Contract.
- i) The BIDDER agrees that its officers, employees, Subcontractors and suppliers will cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- j) The BIDDER agrees to provide the information on the attached "Disclosure of Ownership/Principals" form prior to any contract award by the Board of County Commissioners.
- k) The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

20. RESPONSIBILITY OF OWNER

- a) The OWNER agrees that its officers, employees, and contracted firms will cooperate with BIDDER in the performance of services under this Contract and will be available for consultation with BIDDER at such reasonable times with advance notice as to not conflict with their other responsibilities and in accordance with the communication methodology defined by the OWNER.
- b) Owner's Departmental Responsibilities:
 - 1. The OWNER's Contract Management Department will administer the bid solicitation, pre-bid conference, issue addenda, bid opening, bid protest, evaluation, Nevada State Contractors Board license compliance, no evidence of debarment in the Federal System of Award Management, bonds and insurance, Notice of Award of contract, and obtainment of governing body approval of fully executed change order(s), subcontractor substitutions, assignment of contractual rights, and any Notice to Remedy and Contract Termination. The OWNER's departmental representative assigned to administer the contract with the design professional (Architect/Engineer) shall review and approve all documents prior to presenting them to the Contracts Management Division for advertising and to bid and prior to release of a formal addendum.
 - 2. Upon the issuance of a written Notice of Award, the services performed by BIDDER under this Contract shall be subject to contract administration for compliance with the terms of this Contract by OWNER's departmental representative assigned at the preconstruction meeting and/or as instructed in the written Notice to Proceed. OWNER's departmental representative shall provide all contract administration including issuance of the written Notice to Proceed for commencement of work/services, substitutions ("or equal"), coordination with design professional and construction management firm, progress payment evaluation(s), invoice approval, payments and retainage, surety performance inquiries, negotiations and signature authority for change order(s), punch list(s), Notice of Substantial Completion, warranty inspections, corrective action notices, project conflicts, disputes,

Trauma 2nd Floor Waste Water Replacement

mediation demands. Additionally, shall administer and coordinate the OWNER's design professional, construction management firm or other OWNER contracted firm(s). OWNER's departmental representative responsibilities under this Contract may be delegated to appropriate staff members or a third party firm, and shall notify the BIDDER in writing before the effective date of each such delegation.

- c) The review comments of OWNER's representative may be reported in writing as needed to BIDDER. It is understood that OWNER's representative's review and oral comments do not relieve BIDDER from the responsibility for the timely completion, professional quality and technical accuracy of all work delivered under this Contract unless modified through a formal written change order(s) approved by the governing body.
- d) OWNER staff (including but not limited to those) from Contracts Management, Plant Operations, and/or their contracted staff will perform unscheduled site visits to validate that the workers performing any electrical and/or plumbing work are in compliance with requirements of the Building Administrative Code, Chapter 22.2.

21. DISCLAIMER

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

GENERAL CONDITIONS

BID NO. 2020-03

Trauma 2nd Floor Waste Water Replacement

SECTION 1: GENERAL

1.1 NOTICE(S) TO PROCEED

a) Notice to Proceed (for Work)

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

1.2 TIME: COMPLETION OF PROJECT

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

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

- b) The Successful BIDDER, upon becoming the awarded BIDDER, shall commence the work to be performed on the date set by the OWNER's departmental representative in the written Notice to Proceed, continuing the work in accordance with the approved schedule and shall complete the entire work within 17 calendar weeks from the date specified in the Notice to Proceed. Further, separable portions of the work may be subject to milestone or specific dates as established in this document. The BIDDER shall complete all work or separable portions of work in accordance with specified milestones or specific dates and in accordance with these specifications. Any costs associated with the overtime, which may be required to complete the project in time, and/or milestones specified shall be solely the responsibility of the BIDDER and shall have been included in the bid amount(s).

1. In addition, where applicable, reference to time shall be in accordance with Section 108, "Prosecution and Progress" of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.
2. The time specified above represents no overtime requirement. The scheduling of overtime for this project is solely the responsibility of the BIDDER. The OWNER is not responsible for any additional costs related to overtime work performed.

c) Contractor's Performance of Work

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

d) Liquidated Damages

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

Trauma 2nd Floor Waste Water Replacement

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

If the OWNER determines that the BIDDER has failed to comply with a requirement certified in its Public Works Bidder's Preference Affidavit, the OWNER may seek to recover by civil action Liquidated Damages for material breach of the contract in the amount of one percent (1%) of the contract price.

1.3 PERMITS AND FEES

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

1.4 UTILITIES

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

1.5 STANDARDS AND CODES

- a) Wherever references are made in the Contract to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply to the work of the project, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.
- b) Where applicable, reference to the Uniform Standard Specifications shall mean the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition and revisions thereof, excluding Sections 102 and 103 of Division One, and/or the latest adopted Editions of the Uniform Building Code, Plumbing Code, Electrical Code, Fire Code, and Mechanical Code.
- c) In case of conflict among any of the above referenced Specifications standards and codes, or between any referenced standards and codes and the Specifications, reference is made to Section 105, Subsection 105.04 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Current Edition, and revisions thereto, unless otherwise specified in the General Conditions.

1.6 TAXES

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

1.7 ASSIGNMENT OF CONTRACTUAL RIGHTS

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

1.8 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

- a) The bidding and contract documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by the BIDDER. A requirement occurring in one is as binding as though^{78 of 429} occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of a discrepancy, the following precedence will govern:
 - 1. Permits required by law from other agencies, and/or the County, issued to the BIDDER, and/or the County.
 - 2. Change orders, supplemental contracts and amended contracts.
 - 3. Instructions to BIDDERS, including any addenda.
 - 4. General Conditions, including any addenda.
 - 5. Special Provisions, including any addenda.

6. Contract Drawings, including any addenda.
 7. Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, current edition, and all revisions through date of advertisement.
 8. Uniform Standard Drawings for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, and all revisions through date of advertisement.
- b) Notwithstanding the above, if a permit provision conflicts with a provision in items 2-8, above, the more stringent provision controls.
 - c) Notwithstanding the above, a change order, supplemental agreement or amended agreement takes precedence over a more stringent permit if the permitting agency approves in writing.
 - d) Notwithstanding the above, in the event of a conflict between addenda, the more recent addenda controls.
 - e) Notwithstanding the above, approved revisions to contract drawings, specifications and drawings will take precedence over items 5, 6, 7 and 8 respectively. Detailed contract drawings shall have precedence over general plans.
 - f) The BIDDER shall not take advantage of any apparent error or omission in the contract drawings or specifications. In the event the BIDDER discovers such an error or omission, the BIDDER shall immediately notify the OWNER. The OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

1.9 INDEMNITY

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

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

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

1.10 ADA REQUIREMENTS

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

1.11 AUDITS

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

SECTION 2: MATERIALS:

2.1 PATENT INDEMNITY

- a) BIDDER hereby indemnifies and shall defend and hold harmless OWNER, its officers, employees, agents and, if applicable, its construction manager, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER and its construction manager, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the

Trauma 2nd Floor Waste Water Replacement

equipment or materials furnished under the contract by BIDDER, or out of the processes or actions employed by, or on behalf of BIDDER in connection with the performance of the contract. BIDDER shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER or its construction manager; provided that OWNER or its construction manager shall have notified BIDDER upon becoming aware of such claims or actions, and provided further that BIDDER's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its construction manager.

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

2.2 SUBSTITUTIONS ("OR EQUAL")

a) **Policy**

1. Prior to proposing any substitute material, product, or service, BIDDER shall satisfy itself that the material, product, or service proposed is, in fact, equal to that specified. BIDDER may only request a substitution if a material or product will fit into the space allocated, affords comparable ease of operations, maintenance and service, that the appearance, and longevity is equal to or better than the material or product specified; or that the substitution of such material, product, or service by reason of cost savings, reduced construction time, or similar demonstrable benefit will be in OWNER's interest.
2. The burden of proof of equality of a proposed substitution for a specified material, product, or service shall be upon BIDDER. BIDDER shall support its request with sufficient test data and other means to permit OWNER to make a fair and equitable decision on the merits of the proposal. BIDDER shall submit drawings, samples, data and certificates for proposed substitute materials. Any material, product, or service by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. OWNER will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.
3. Approval of a substitution shall not relieve the BIDDER from responsibility for compliance with all requirements of the Contract. BIDDER shall bear the expense for any changes in other parts of the work caused by any substitutions.
4. Materials, products or service proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of the specific material, product or service.
5. Substitutions will not be permitted in those instances where the product is intended to accommodate artistic design, specific function, or economy of maintenance.

b) **Procedure**

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

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

2.3 DELIVERY, UNLOADING AND STORAGE

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

2.4 INVOICING

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

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

All Invoices shall include the following information:

- a) Company Name
- b) Complete Address (including street, city, state and zip code)
- c) Telephone Number
- d) Contact Person
- e) Purchase Order Number
- f) Bid Number
- g) Itemized Pricing
- h) Company's Invoice Number

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

2.5 PAYMENT OF MATERIAL

- a) At the discretion of the OWNER, payment for materials on hand may be made when a paid invoice is presented to the Architect/Engineer for inclusion with the estimate, provided the materials meet the requirements of the plans and specifications, and are stored under acceptable storage conditions. Payment for materials on hand does not alter the responsibility of the BIDDER for all materials until final acceptance of the work.
- b) If materials are not specifically purchased for the work, but are taken from the BIDDER's stock, then in lieu of invoices, there shall be submitted to the OWNER statements accompanied by an affidavit of the BIDDER, certifying such materials were taken from its stock and the price and transportation claimed represent the actual cost to the BIDDER.
- c) It is understood and agreed that the transfer of title to and the OWNER's payment of such stored or stockpiled material shall in no way relieve the BIDDER of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

2.6 WARRANTY

- a) Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any work covered by the contract shall be new, and where grade is not specified, shall be of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to OWNER. Unless otherwise provided in the contract, BIDDER warrants all equipment, materials, and labor furnished or performed under this contract against defects in design, materials (unless furnished by OWNER), and workmanship for a period of **12 months** (unless longer guarantees or warranties are provided for in the contract in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the same were furnished or performed by BIDDER or by any of its subcontractors of any tier. Upon receipt of written notice from OWNER of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by BIDDER at a time acceptable to OWNER.
- b) BIDDER shall perform such tests as OWNER may require verifying that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal of any barrier, necessary to gain access, shall be borne by BIDDER.
- c) BIDDER warrants such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of 12 months from and after date of acceptance thereof. Should BIDDER fail to promptly make the necessary redesign, repair, replacement, and tests, OWNER may perform or cause to be performed the same at BIDDER's expense. BIDDER and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein.

SECTION 3: LABOR

3.1 PREVAILING WAGES

- a) This is a prevailing wage project.
- b) The BIDDER and Subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090. The BIDDER shall ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the contract totals \$100,000 or more. BIDDERS are responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: www.labor.nv.gov or by calling (702) 486-2650. Per NAC 338.040, after a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the duration of the project. **Please note that if a change order causes a contract to exceed \$100,000, the OWNER will audit the entire contract period.**
- c) In accordance with NRS 338.013.3, the BIDDER shall report to the Labor Commissioner and the OWNER the name and address of each subcontractor performing work on the project within ten (10) days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.
- d) In accordance with NRS 338.060 and 338.070, the BIDDER shall forfeit as a penalty to the OWNER, amounts specified in NRS 338.060, for each calendar day or portion thereof that each workman employed on the OWNER's project is paid less than the designated rate for any work done under the contract by the BIDDER or any Subcontractor under it. If the BIDDER or any Subcontractor on the project fails to submit the certified payroll reports to the OWNER within **fifteen (15) calendar days** after the end of the month, the BIDDER shall forfeit as a penalty to the OWNER, amounts specified in NRS 338.060, for each calendar day or portion thereof for each workman employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of the BIDDER's business to determine the amount per worker per day to be imposed. Any BIDDER or Subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, if applicable, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, the Prime Contractor shall reimburse OWNER for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorneys' fees.
- e) In accordance with NRS 338.070, BIDDER and each Subcontractor shall keep or cause to be kept:
 1. An accurate record showing for each worker employed by the BIDDER or Subcontractor;
 - i. The name of the worker;
 - ii. The occupation of the worker;
 - iii. If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
 - iv. The actual per diem, wages, and benefits paid to the worker; and
 2. An additional accurate record showing for each worker employed by the BIDDER or Subcontractor who has a driver's license or identification card;
 - i. The name of the worker;
 - ii. The driver's license or identification card number of the worker; and
 - iii. The state or other jurisdiction that issued the license or card.

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

University Medical Center of Southern Nevada
Plant Operations Department
Attn: Construction Manager

1800 West Charleston Blvd.
Las Vegas, Nevada 89102

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

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

- f) **The BIDDER shall comply with the requirements of NRS 338.020 and post in a generally visible place to the Workmen, the Nevada Prevailing Wage Rates and all addenda.**
- g) **Certified Payroll Reports:** Pursuant to NRS 338.070, on any public work contract awarded for more than \$100,000, the Contractor and each Subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem wages and benefits paid to each workman employed by it in connection with the public work.

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

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

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

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

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

3.2 STATE OF NEVADA LEGAL HOLIDAYS

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

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

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

3.3 COPELAND ANTI-KICK BACK ACT

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

3.4 EMPLOYMENT OF UNAUTHORIZED ALIENS

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

3.5 NON-DISCRIMINATION / FAIR EMPLOYMENT PRACTICES

a) Discrimination:

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

b) Fair Employment Practices:

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

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

3.6 PREFERENTIAL EMPLOYMENT

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

3.7 SUBCONTRACTOR/INDEPENDENT CONTRACTOR

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

b) Any subcontract entered into by the BIDDER and its Subcontractor or Material Supplier shall not create any contractual relationship between the OWNER and Subcontractor or Material Supplier. It is the BIDDER's responsibility to ensure all subcontract agreements and material supply contracts comply with the terms and conditions set forth in this Contract and applicable Statutes. If the BIDDER submitted with its Bid a signed and notarized Affidavit, the BIDDER must include in each contract between the BIDDER and Subcontractor the apportionment of Bidder's Preference Liquidated Damages assessed (General Conditions Section 1.1.2(D)).

3.8 REPORTING OF ALLEGED VIOLATIONS OF THE LAW

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

3.9 LABOR STRIFE

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

3.10 ELIGIBILITY FOR PREFERENCE IN BIDDING

Trauma 2nd Floor Waste Water Replacement

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

3.11 BIDDERS RECEIVING PREFERENCE

- a) If the BIDDER submitted, within two (2) hours after the completion of the opening of the Bid, a signed and notarized "Affidavit Pertaining to Preference Eligibility" form, and fails to comply with any of the requirements certified in the Affidavit, such failure is a material breach of the Contract and entitles the OWNER to liquidated damages in the amount of one percent (1%) of the Contract Price.
- b) A person who submitted a Bid who believes that the BIDDER that obtained a preference bidding by submitting within two (2) hours after the completion of the opening of the bids a signed and notarized Affidavit has failed to comply with a requirement certified in the Affidavit, may file a "written objection" with the OWNER that sets forth proof or substantiating evidence to support the belief of the person or entity that the BIDDER has failed to comply.
- c) If the OWNER receives a written objection from a person who submitted a Bid a BIDDER who submitted an Affidavit within two (2) hours after the completion of the opening of the bids has failed to comply with a requirement certified in the Affidavit, the OWNER shall determine whether the objection is accompanied by the required proof or substantiating evidence. If the OWNER determines that the objection is not accompanied by the required proof or substantiating evidence, the OWNER shall dismiss the objection. If the OWNER determines that the objection is accompanied by the required proof or substantiating evidence or if the OWNER on its own initiative determines that the required proof or substantiating evidence exists, the OWNER shall determine that the BIDDER has failed to comply with a requirement certified in his or her Affidavit, the OWNER may seek to recover by civil action liquidated damages for material breach of the Contract in the amount of one percent (1%) of the Contract Price.
- d) If the BIDDER submitted within two (2) hours after the completion of the bid opening of the Bid, a signed and notarized Affidavit, the BIDDER must:
 - 1. Each Contract between the BIDDER and a Subcontractor must provide for the apportionment of liquidated damages to be assessed if a person other than the BIDDER is responsible for a breach of the Affidavit. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.
 - 2. Submit copies of the vehicle registration for all vehicles used primarily for the public work. For vehicles that are not registered in the State of Nevada, submit documentation confirming that the vehicle is registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 706.826. The documentation required by this subparagraph shall be provided no later than 30 calendar days following the first use of a vehicle on the Site and shall be supplemented as necessary during the course of the work to comply with the requirements certified by the Affidavit. Attached is a sample form that may be used to submit the documentation.
 - 3. Submit a monthly report of all Suppliers of materials used for the Project with company name and address. Report shall be submitted no later than 15 calendar days following the end of each month during the course of the Work. A report showing the information in cumulative summary form shall be provided as a condition of Final Completion.

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SECTION 4: SITE SAFETY AND SECURITY

4.1 RESPONSIBILITY FOR WORK SECURITY

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

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

4.2 CONTRACTOR SITE RESPONSIBILITIES

- a) Unless otherwise specifically provided in the Contract, BIDDER shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by OWNER. Before BIDDER begins such work, it shall give due notice to OWNER of its intention to start such work. BIDDER shall not be entitled to any extension of time, or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.
- b) BIDDER shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by OWNER, do not unreasonably interfere with the performance of its work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage shall be borne by BIDDER.
- c) OWNER reserves the right to permit access to the site by other contractors if necessary. BIDDER shall cooperate and coordinate with OWNER as needed.
- d) BIDDER is responsible to secure all access points so as to prevent unauthorized persons from entering the project building and project site.

4.3 CONSTRUCTION SAFETY

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

a) General

- 1. The BIDDER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The BIDDER shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- 2. In an emergency affecting the safety of life or of the Work or of adjoining property, the BIDDER shall follow the instructions of the OWNER or Consulting Architect or Engineer and, in the absence of such instruction, shall act at its discretion to prevent such threatened loss or injury.

b) Protection of Persons

- 1. The BIDDER shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby. The BIDDER shall designate a responsible member of its organization at the Project site whose duty shall be prevention of accidents.
- 2. Except as otherwise stated in the Contract Documents, if the BIDDER encounters on the Project site material reasonably believed to be asbestos, lead, or polychlorinated biphenyl (PCB), that BIDDER shall immediately stop work in the area affected and give notice to OWNER and any other appropriate entity of the condition. Work in the affected area shall not be resumed without written direction by the OWNER.

4.4 CLEANING UP

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

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condition. In the event of BIDDER's failure to comply with the above requirements may be accomplished by OWNER at the BIDDER's expense.

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

4.5 FIRE PREVENTION

- a) BIDDER shall comply with all Federal, State, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the BIDDER.
- b) All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden.
- c) BIDDER shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by BIDDER to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and must be knowledgeable regarding proper use.

SECTION 5: PROJECT COSTS AND WAGES

5.1 CHANGE ORDERS

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

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

1. Products and Materials

- I. The costs of products and materials to the BIDDER or Subcontractor, less any applicable trade discounts.
- II. Where the BIDDER supplies products and materials to the OWNER directly, the BIDDER will be allowed to add a maximum of 10 percent (10%) overhead and profit in its billing to the OWNER.
- III. Where the Subcontractor supplies products or materials to the OWNER, through the BIDDER, the BIDDER will be allowed to add a maximum of 10 percent (10%) overhead and profit for the Subcontractor, and above that, five percent (5%) overhead and profit for itself in its billing to the OWNER.
- IV. The OWNER reserves the right to request copies of any invoice(s), including those from the originating supplier(s), Subcontractor(s), or manufacturer(s).
- V. No overhead and profit will be allowed on any applicable taxes.

2. Labor

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

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

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

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

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- iii. The OWNER reserves the right to request copies of any invoice(s) or time sheet(s) relevant to labor charged.
- iv. Should a contract originally awarded for less than \$100,000 be increased over that amount through the issuance of change order(s), the BIDDER shall then comply with all provisions and requirements of the Prevailing Wage Rates and represents that change order(s) will include labor and all related costs prior to presentation to the OWNER for consideration. Retroactive change order(s) will be rejected.

5.2 RELEASE OF RETENTION

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

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

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

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

SECTION 6: PROJECT COMPLETION

6.1 USE OF COMPLETED PORTIONS OF WORK

- a) Whenever, as determined by OWNER, any portion of work performed by BIDDER is in a condition suitable for use, OWNER may initiate a certificate of substantial completion for that portion and take possession of, or use such portion.
- b) Such use by OWNER shall in no case be construed as constituting final acceptance, and shall neither relieve BIDDER of any of its responsibilities under the Contract, nor act as a waiver by OWNER of any of the conditions thereof, provided that BIDDER shall not be liable for the cost of repairs, rework or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost, or delays the completion of remaining portions of work, BIDDER shall be entitled to an equitable adjustment mutually agreed upon prior to OWNER taking possession.
- c) If, as a result of BIDDER's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to OWNER, OWNER shall have the right to continue such use until such portion of work can, without injury to OWNER, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve (12) months, unless otherwise mutually agreed upon in writing between the parties.
- d) BIDDER shall not use any permanently installed equipment unless such use is approved by OWNER in writing. Where BIDDER's written request is granted for the use of certain equipment, BIDDER shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of OWNER.
- e) If OWNER furnished an operator for such equipment, such operator's services shall be performed under the complete direction and control of BIDDER and shall be considered BIDDER's employee for all purposes other than the payment of such operator's wages, workers' compensation or other benefits paid directly or indirectly by OWNER.

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

6.2 RECORD DRAWINGS AND SPECIFICATIONS

- a) Progress Records: During construction, BIDDER shall keep a marked-up, up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed.
- b) Final Records: When specified or required upon completion of work, BIDDER shall furnish to OWNER a complete set of marked-up as-builts with "RECORD" clearly printed on each sheet. OWNER, at its expense, will furnish BIDDER with drawings for mark-up by BIDDER. BIDDER shall accurately and neatly transfer all deviations from progress as-builts, to final as-builts.

6.3 TESTING, INSPECTIONS, AND FINAL ACCEPTANCE

- a) When BIDDER considers that all work under the Contract is complete, BIDDER shall inform OWNER in writing. When the results of inspection and testing satisfy OWNER that all work under the Contract is completed and in accordance with the requirements of this Contract, OWNER shall initiate the Notice of Completion process.
- b) The date of final acceptance of the project shall be the date upon which the OWNER accepts and issues a Notice of Completion for the project. Final acceptance by OWNER does not constitute a waiver of BIDDER'S liability for the Work.
- c) All warranties, guarantees and other applicable requirements designated in the Contract documents shall commence on the date of final acceptance of the project by the OWNER as defined herein except that OWNER, upon written request, may approve earlier commencement dates for system, equipment, or other specific items of work.

6.4 CONTRACT TERMINATION

- a) Termination by the OWNER for Cause
 1. The OWNER may terminate the Contract for Construction if the BIDDER:
 - i. Fails to maintain Bonding, Nevada State Contractor's Board License, Worker's Compensation Insurance, insurance coverage for limits as defined in the contract documents; or
 - ii. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; or
 - iii. Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or
 - iv. Has otherwise materially breached the Contract.
 2. When any of the above reasons exist, the OWNER may without prejudice to any other rights or remedies of the OWNER and after giving the BIDDER and the BIDDER's Surety, if any, **seven (7) business days** advance written notice, terminate the contract with BIDDER and may, subject to any prior rights of the Surety:
 - i. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the BIDDER;
 - ii. Accept assignment of Subcontractors pursuant to this Contract (contingent assignment of subcontracts to OWNER if Contract is terminated); and,
 - iii. Finish the work by whatever reasonable method the OWNER may deem expedient.
 3. When the OWNER terminates the Contract for one of the reasons stated in this section "Termination by the Owner for Cause," the BIDDER shall be entitled to receive payment only on work completed and accepted by OWNER as of that termination date.
 4. If the costs of finishing the work, including expenses made necessary thereby, exceed the Contract amount, the BIDDER shall pay the difference to the OWNER. The amount to be paid to the OWNER shall survive Termination of the Contract.
- b) Suspension by the OWNER for Convenience

Trauma 2nd Floor Waste Water Replacement

1. The OWNER may, without cause, order the BIDDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the OWNER may determine.
 2. An adjustment shall be made for increase in the cost of performance of the requirements of the Contract documents, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
 - i. That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the BIDDER is responsible; or
 - ii. That an equitable adjustment is made or denied under another provision of the Contract.
 3. Adjustments made in the cost of performance must have a mutually agreed fixed price.
- c) Termination for Convenience by OWNER
- Prior to, or during the performance of the work, the OWNER reserves the right to terminate the contract for its convenience. Upon such an occurrence, the following procedures will be adhered to:
1. The OWNER will immediately notify the Architect/Engineer and the BIDDER in writing specifying the effective termination date of the Contract.
 2. After receipt of the Notice of Termination, the BIDDER shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract.
 - i. Stop all work.
 - ii. Place no further subcontracts or orders for materials or services.
 - iii. Terminate all subcontracts.
 - iv. Cancel all material and equipment orders as applicable.
 - v. Take action that is necessary to protect and preserve all property related to this Contract which is in the possession of the BIDDER.
 3. Within 180 days of the date of the Notice of Termination, the BIDDER shall submit a final termination settlement proposal to the OWNER based upon costs incurred up to the date of termination, reasonable profit on work done only, and reasonable demobilization costs. If the BIDDER fails to submit the proposal within the time allowed, the OWNER may determine the amount due to the BIDDER because of the termination and shall pay the determined amount to the BIDDER.

SECTION 7: PROJECT CONFLICTS

7.1 DISPUTES

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

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

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

7.2 NOTICE OF NON-BINDING MEDIATION

Trauma 2nd Floor Waste Water Replacement

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

- a) A written demand by the party initiating the mediation that the claim, dispute, or other controversy be referred to a mediator;
- b) The names, addresses and telephone numbers of the parties;
- c) A reference to any contract provisions from which the claim, dispute or controversy arises;
- d) A complete description and a specific statement of the claim(s), dispute(s) or controversy(ies) and a showing of entitlement to relief;
- e) The relief or remedy sought and the amount of money claimed;
- f) If the BIDDER is the initiating party, a copy of the BIDDER's documents generated in preparation or determination of prices included in the bid as required by NRS 338.140(1)(d);
- g) If the BIDDER is the initiating party and if the claim, dispute or controversy is made by a subcontractor, a written statement by the BIDDER that it agrees with the merits and the amount of the claim;
- h) If the BIDDER submits a total cost or modified cost claim, dispute or controversy then the BIDDER must submit documents showing: 1) that the nature of the particular losses make it impossible or highly impractical to determine the losses with a reasonable degree of accuracy; 2) that the bid was realistic; 3) that the actual costs are reasonable; 4) that the BIDDER was not responsible for the added expenses; and 5) that the County, and not anyone else, is responsible for the additional cost; and
- i) If the BIDDER is the initiating party, it must submit the written demand of mediation to OWNER in the time period set forth in the claims presentment statute of NRS 244.250.
- j) If the BIDDER is the initiating party of the claim, dispute or controversy, the BIDDER shall certify in writing that the claim is made in good faith, that the supporting data is accurate and complete to the best of the BIDDER's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which the BIDDER believes the OWNER is liable.

7.3 SELECTION OF MEDIATOR

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

7.4 COST OF THE MEDIATION

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

7.5 LOCATION OF THE MEDIATION

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

7.6 MEDIATOR AGREEMENT

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

7.7 MEDIATION PROCEEDING

- a) The parties and the mediator shall agree on the date of the mediation and time of the mediation. Unless the parties and the mediators mutually agree otherwise, the mediation shall take place within ninety (90) days after execution of the mediator agreement.
- b) Either party may be represented by an attorney. Representation is not required. Parties are expected to have present at the mediation an officer, partner, employee or other person authorized to make decisions regarding the resolution of the dispute, claim or controversy. BIDDER acknowledges that OWNER is a public body and any settlement agreed to by its authorized representatives is subject to approval by the Board of County Commissioners.
- c) The mediation shall consist of one or more sessions totaling no more than sixteen (16) hours, unless otherwise mutually agreed to by the parties and the mediator. Unless the parties otherwise mutually agree, it shall be an irrebuttable presumption that efforts beyond sixteen (16) hours would be futile.
- d) Prior to the mediation session, on a date mutually agreed upon by the mediator and the parties, as set forth in section 7.7(a), above, each party shall provide the mediator with a written memoranda addressing the facts,

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

- e) The mediation shall be confidential and, as a condition of the nonbinding mediation, the parties shall enter into a confidentiality agreement, attached hereto as Exhibit C-2 prior to the commencement of the mediation proceeding.
- f) The mediation session will be private. Persons other than the parties and their representatives may attend only with the permission of both parties and the consent of the mediator. Unless mutually agreed to by the parties, the OWNER and BIDDER, along with its authorized representatives, shall be the only participants in the mediation. There shall be no stenographic record of the mediation process.
- g) The parties agree to assert all claims, disputes and controversies known to the parties in their respective written statements submitted to the mediator.
- h) The parties agree that opinions, recommendations, proposals, suggestions made or written, or views expressed, by the mediator will not be introduced, used or relied upon in any arbitral, judicial or other proceedings.

7.8 TERMINATION OF MEDIATION

The mediation shall be terminated:

- a) by the execution and approval of a settlement agreement by the parties;
- b) by declaration of the mediator that further efforts at the mediation are no longer worthwhile;
- c) after the completion of the mediation session if the parties do not settle, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated;
- d) a party gives written notice of withdrawal; or
- e) when there has been no communication between the mediator and a party or a party's representative for fourteen (14) days, at no fault of the mediator, following the conclusion of the mediation session.

7.9 WORK IN PROGRESS

At all times while the informal negotiations or mediation action is pending, the BIDDER shall carry on with the work set forth in this Contract and maintain its progress schedule in accordance with the requirements of the Contract, unless OWNER exercises its right to terminate, pursuant to Section 6 of this Contract, or otherwise mutually agreed upon in writing by the parties.

7.10 SECTION 105.17(c) OF THE UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS DOES NOT APPLY

Section 105.17(c) of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, current edition and all revisions through date of advertisement, does not apply to this Contract. That section is overridden and controlled by Section 7 of the General Conditions of this Contract.

SECTION 8: FORCE MAJEURE

8.1 FORCE MAJEURE

BIDDER shall be excused from performance of the work during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss, or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. BIDDER shall provide OWNER satisfactory evidence that non-performance is due to other than fault or negligence on its part.

EXHIBIT A: SCOPE OF WORK

BID NO. 2020-03

Trauma 2nd Floor Waste Water Replacement

Project Name: Trauma 2nd Floor Waste Water Replacement
Project Address: 1800 W. Charleston Blvd., Las Vegas, Nevada 89102
Project Location: 1000 Shadow Lane, Las Vegas, Nevada

Please see the following Specifications and Drawings, available as separate documents/files on the Clark County Purchasing website or via CD. Contact frances.heiy@umcsn.com if you need a CD:

1.0 Scope

The proposed improvement is officially known as "Trauma 2nd floor waste water replacement" which consists of removal and replacement of existing waste and vent cast iron piping lines with PVC material. These lines service areas of the 2nd level of Trauma Building from point of connection at main riser locations on the 1st floor and up to point of connections for toilets, floor sinks/drains, wall mounted/cabinet sinks and showers. Replacement is to include all in wall venting and any other cast iron pipes up to a point of connection, which is readily visible above ceiling of 2nd floor. All new piping shall be properly supported to code/ manufacturer's requirements. All new plastic pipe will be wrapped with sound insulation. Refer to attached sketches/drawings for areas of work.

In areas where fixtures have been previously removed or otherwise abandoned, the underground will be connected within the wall to any existing venting and a clean out will be placed in wall for access.

The work includes all removal and re-installation of affected building components and finishes to access piping concealed inside of walls or ceilings. Ceiling, cabinets, tile/wall coverings are to be removed, re-installed and restored as necessary. Toilet carriers, toilets, toilet flush assemblies, sinks, faucets. P traps with any required insulation kits, supply tubes and all associated angle stops shall be replaced as part of the project. Sealing of all floor-to-floor piping penetrations shall be accomplished by successful bidder using SpecSeal® SSC Firestop Collars (UL listed) or approved equal, installed per manufacturer's specifications. Sealing of all through wall penetrations of smoke/fire compartment assemblies will be provided/performed by successful bidder according to UL penetration details appropriate for wall type and piping/penetration type. UL details shall be submitted for review by Engineering Department representative. All floor penetrations will be sealed top and bottom to resist water/ smoke infiltration from floor to floor.

An ICRA permit issued by UMC's Infection Control Department is to be posted by Successful Bidder at all areas of work. HEPA air scrubbers will be required in each area to obtain a negative pressure to surrounding environments. HEPA vacuums will be available and used at each containment to clean workers, equipment and tools prior to exiting the contained area. Refer to the sample ICRA for more information or requirements. This work will all take place in either a Level III or Level IV areas as described in the sample ICRA.

Sealing of all floor-to-floor penetrations and through wall penetrations will be provided by SUCCESSFUL BIDDER.

- 1.1 SUCCESSFUL BIDDER should be able to demonstrate experience working in an operational hospital.
- 1.2 SUCCESSFUL BIDDER will work with UMC to develop the best approach and most cost effective means for accomplishing the work.
- 1.3 Schedule/Milestones: SUCCESSFUL BIDDER will present a schedule that minimizes impact to operations of the owner.

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2.0 INTENT OF PLANS AND SPECIFICATIONS

The true intent of these Specifications is to provide for the completion in every detail of the work described herein, and it is understood that the Contractor will furnish all labor, services, insurance, permits, licenses, materials, equipment, tools, transportation and

Trauma 2nd Floor Waste Water Replacement

necessary supplies, such as may reasonably be required to execute the Contract in a satisfactory and workmanlike manner and in accordance with the plans, specifications, and terms of the Contract. The specifications herein describe the work necessary to meet the performance requirements of UMC, and shall be considered the minimum requirements expected of the Contractor. The specifications are not intended to exclude potential Contractors.

2.1 Definitions and Applicable Documents:

2.2 Applicable Documents

2.2.1 Nevada Revised Statutes, Chapter 338-Public Works

2.2.2 Nevada Revised Statutes, Chapter 624-Contractors

3.1 License(s)

3.2 General Contractors shall possess a valid "B – General Building" license, in accordance with NRS, Chapter 624.

3.3 All subcontractors shall possess the appropriate valid specialty license(s), in accordance with NRS, Chapter 624.

4.1 Contractor's Responsibilities

4.2 Performance

4.2.1 Contractor is responsible for daily clean up and removal of refuse from areas of work. All refuse will be transported in covered containers through the facility.

4.2.2 Contractor will furnish and install proper floor and wall protection for existing finishes.

4.2.3 Contractor will provide a dumpster for projects determined to generate more than 3 yards of refuse.

4.2.4 Contractor is responsible for all area containment, and negative air filtration systems (if required) for the scope of work.

4.2.5 All workers assigned to work at UMC must provide proof of negative TB testing results. Flu vaccinations are highly encouraged. Any Workers without a flu vaccination will be required to follow standard Infection Control policy of wearing a mask while working at UMC property.

4.2.6 Contractor will provide a copy of their current Safety Manual to UMC Safety Department.

4.2.7 Contractor will follow and be compliant with Infection Control permit requirements if deemed necessary.

4.2.8 Contractor will follow and be compliant with any Interim Life Safety Management plans when deemed necessary.

4.2.9 Contractor will secure all HVAC ducting when performance of work creates dust or smoke particulates as necessary to prevent contamination of existing duct systems.

4.2.10 All personnel must wear a badge issued by the Engineering Department/Plant Operations at all times while on campus.

4.1.12 Provide all management, supervision, labor, material, tools, equipment and disposal containers to complete the entire project.

Trauma 2nd Floor Waste Water Replacement

4.1.13 Provide all material, equipment, tools and labor to establish and maintain any/all required temporary containment areas and negative air ventilation (to the outside or as directed) systems.

4.1.14 Contractor is responsible for sealing of all penetrations disturbed or created in performance of contract covered work. UL penetration details will be provided by contractor and followed when performing this work. No mixing of sealant types is allowed in any penetration location.

4.2 Includes:

4.2.1 Obtain any required permits and pay all applicable fees.

4.2.3 Hot work permits issued at the Engineering Department are required when cutting or grinding, or when performing any work that requires an open flame.

4.2.4 Construction waste to be contained within the construction area until transport.

4.2.5 Construction waste will be transported in covered containers through the facility.

4.2.6 Secure/cover fire alarm smoke detectors in area of construction to avoid false alarms.

4.2.7 All work to take place during regular hours (7 a.m. - 4 p.m.) Monday-Friday. Work hours may be shifted to accomplish specific items of work best performed in early morning or evening hours at no additional cost.

4.2.8 Responsible for the replacement, patching or repair of any of the building materials or adjacent surfaces damaged while performing scope of work.

4.2.9 Responsible for the security of all tools, materials, etc. while contractor physically present on the work site.

4.2.10 Costs associated with any required third-party inspections.

4.3 Excludes:

4.3.1 Salvage or storage of any kind of contents from the building.

4.3.2 Site security during work.

5.1 Materials

5.2 Provided by Owner- N/A

5.3 Provided by Contractor

5.3.1 Includes:

- a. All materials and equipment necessary to properly establish and maintain all required containment areas,
- b. All personal protective materials/equipment, and
- c. All other materials necessary to successfully complete the entire project.

6.1 Clarifications

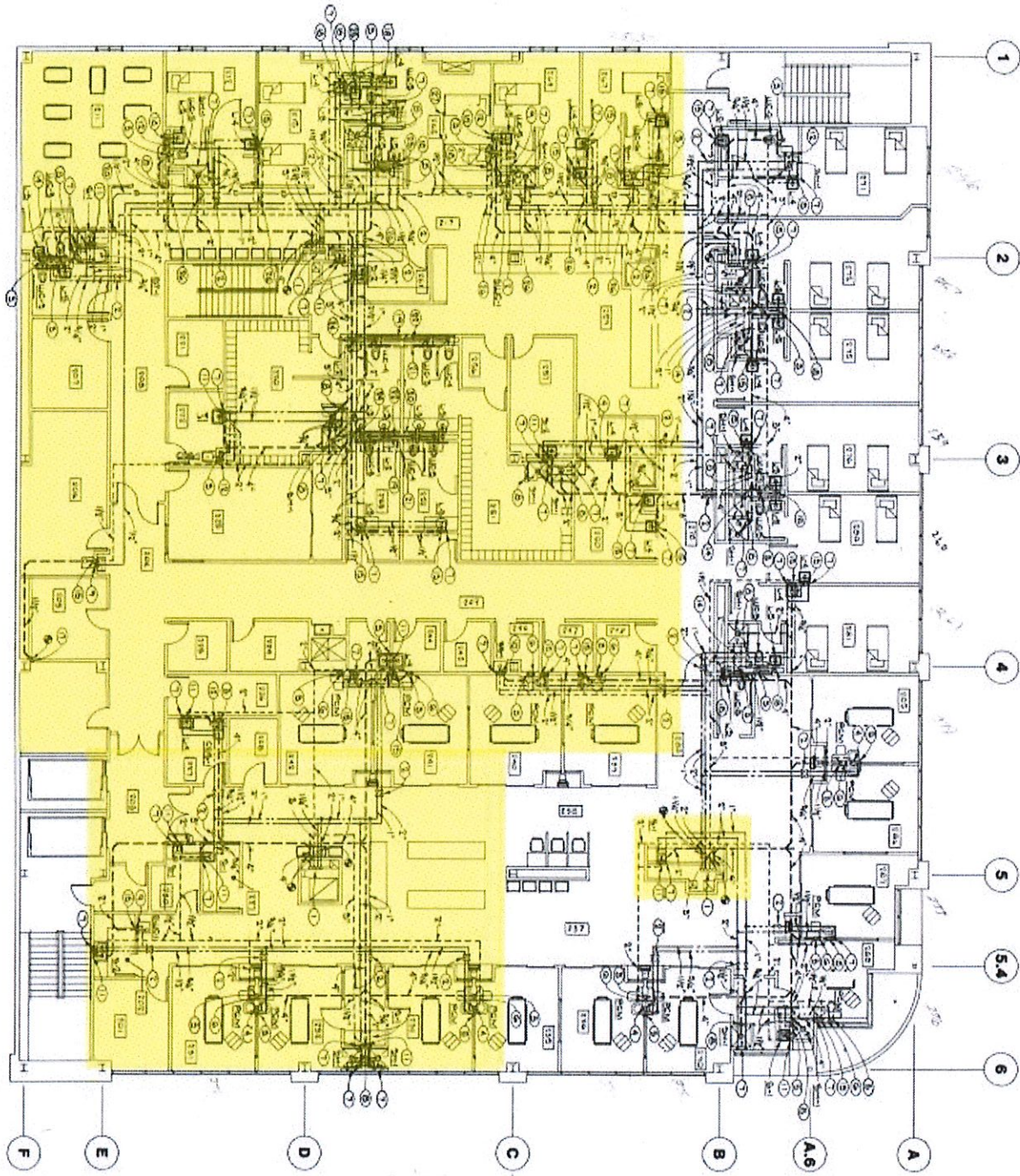
6.2 Schedule:

- 6.2.1 All work to take place during regular hours (7 a.m. – 4 p.m.), Monday– Friday, unless otherwise agreed upon by both parties. Work hours may be shifted to accomplish specific items of work best performed in early morning or evening hours at no additional cost.
- 6.2.2 Schedule and phasing of project shall be mutually agreed upon, in writing, prior to commencement of the on-site work.
- 6.2.3 All long lead materials shall be ordered for the project no more than two (2) weeks after issuance of Purchase Order.
- 6.2.4 All project work shall be completed no later than seventeen (17) calendar weeks from issuance of Notice to Proceed.
- 6.3 Access:
 - 6.3.1 Contractor requires full access to the entire work area. Work area security and access to work area(s) will be arranged through UMC's Plant Operations/Engineering department.
- 6.4 Acceptance:
 - 6.4.1 Engineering representative will review all work performed. Any deficiencies found will be corrected before final acceptance.
- 7.1 Owner's Responsibilities
- 7.2 Disposal:
 - 7.2.1 Provide a staging area for disposal dumpster. Contractor shall secure the dumpster during non-working hours. Owner is not responsible if/when the dumpster is used by any other parties other than the contractor.
 - 7.2.2 Engineering representative will review all work performed. Any deficiencies found will be corrected before final acceptance.

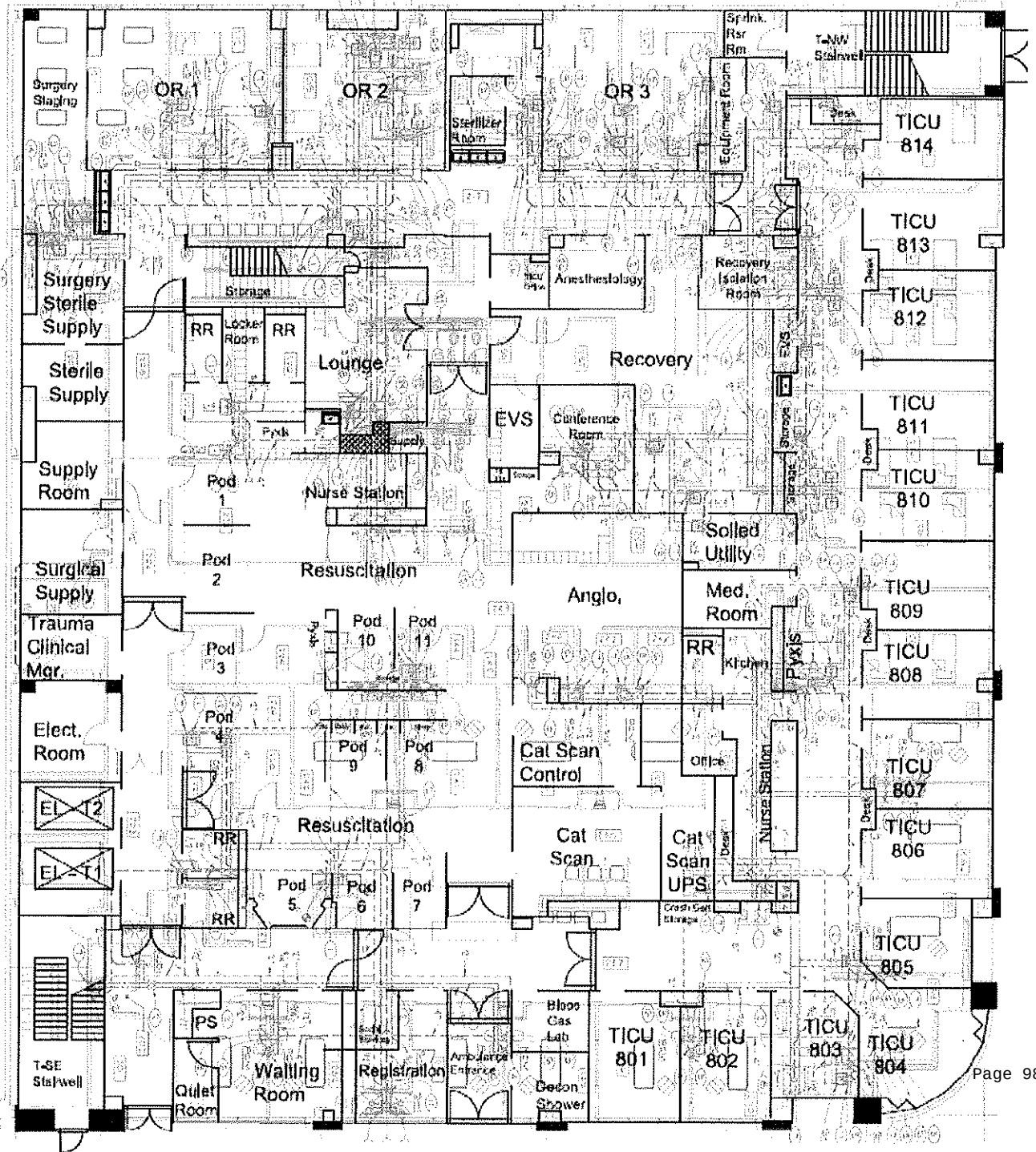
The above-referenced documents are incorporated herein by reference, and the specifications contained therein must be met by the lowest responsive and responsible bidder.

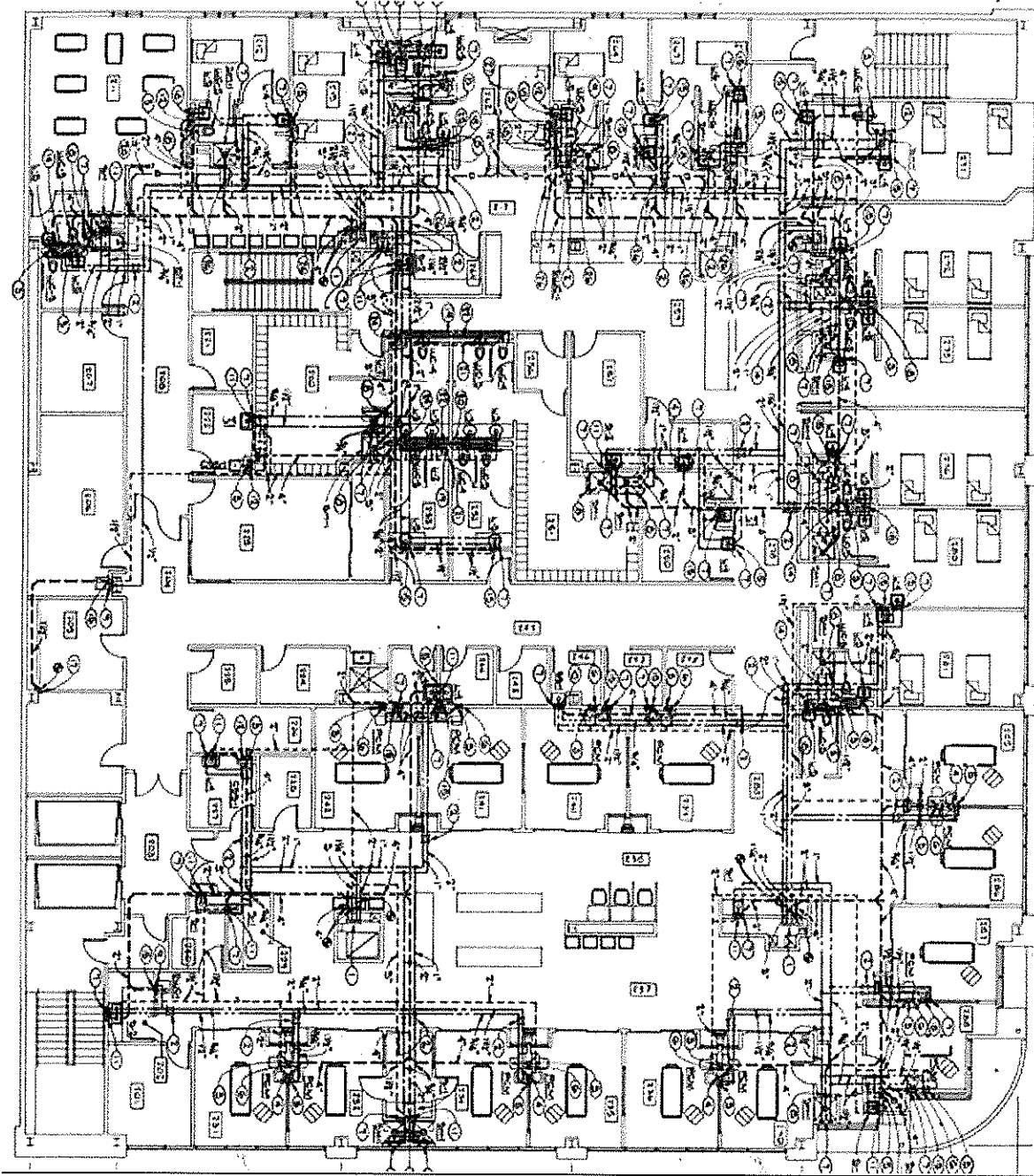
DRAWINGS

THE PROJECT AREA OF WORK IS HIGHLIGHTED IN YELLOW



**** OVERLAY DRAWING IS FOR INFORMATIONAL PURPOSE ONLY TO GIVE AN OUTLINE OF WHERE WORK WILL BE PERFORMED ON THE 1ST FLOOR****







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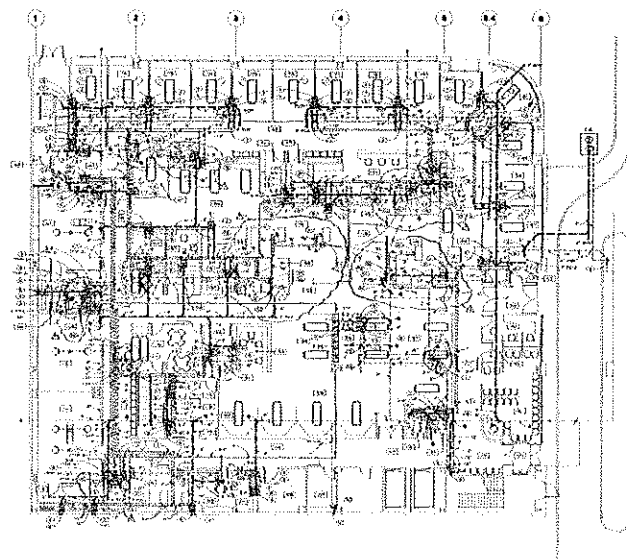
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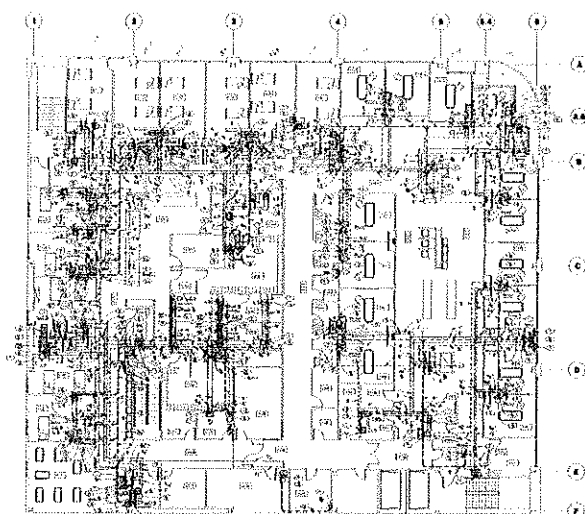
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FIRST LEVEL PLUMBING PLAN - TENANT IMPROVEMENT

SHEET NOTES

1. SEE SCHEDULE FOR FIXTURE SPECIFICATIONS
2. SEE SCHEDULE FOR EQUIPMENT SPECIFICATIONS
3. SEE SCHEDULE FOR PIPING SPECIFICATIONS
4. SEE SCHEDULE FOR VALVE SPECIFICATIONS
5. SEE SCHEDULE FOR FITTING SPECIFICATIONS
6. SEE SCHEDULE FOR HANGAR SPECIFICATIONS
7. SEE SCHEDULE FOR SUPPORT SPECIFICATIONS
8. SEE SCHEDULE FOR ISOLATION SPECIFICATIONS
9. SEE SCHEDULE FOR INSULATION SPECIFICATIONS
10. SEE SCHEDULE FOR PAINT SPECIFICATIONS
11. SEE SCHEDULE FOR FINISH SPECIFICATIONS
12. SEE SCHEDULE FOR ACCESS SPECIFICATIONS
13. SEE SCHEDULE FOR CLEARANCE SPECIFICATIONS
14. SEE SCHEDULE FOR ELEVATION SPECIFICATIONS
15. SEE SCHEDULE FOR DIMENSION SPECIFICATIONS
16. SEE SCHEDULE FOR MATERIAL SPECIFICATIONS
17. SEE SCHEDULE FOR METHOD SPECIFICATIONS
18. SEE SCHEDULE FOR QUALITY SPECIFICATIONS
19. SEE SCHEDULE FOR SAFETY SPECIFICATIONS
20. SEE SCHEDULE FOR SCHEDULING SPECIFICATIONS
21. SEE SCHEDULE FOR TRAINING SPECIFICATIONS
22. SEE SCHEDULE FOR DOCUMENTATION SPECIFICATIONS
23. SEE SCHEDULE FOR COMMUNICATION SPECIFICATIONS
24. SEE SCHEDULE FOR RISK SPECIFICATIONS
25. SEE SCHEDULE FOR COMPLIANCE SPECIFICATIONS
26. SEE SCHEDULE FOR BEST PRACTICES SPECIFICATIONS
27. SEE SCHEDULE FOR INNOVATION SPECIFICATIONS
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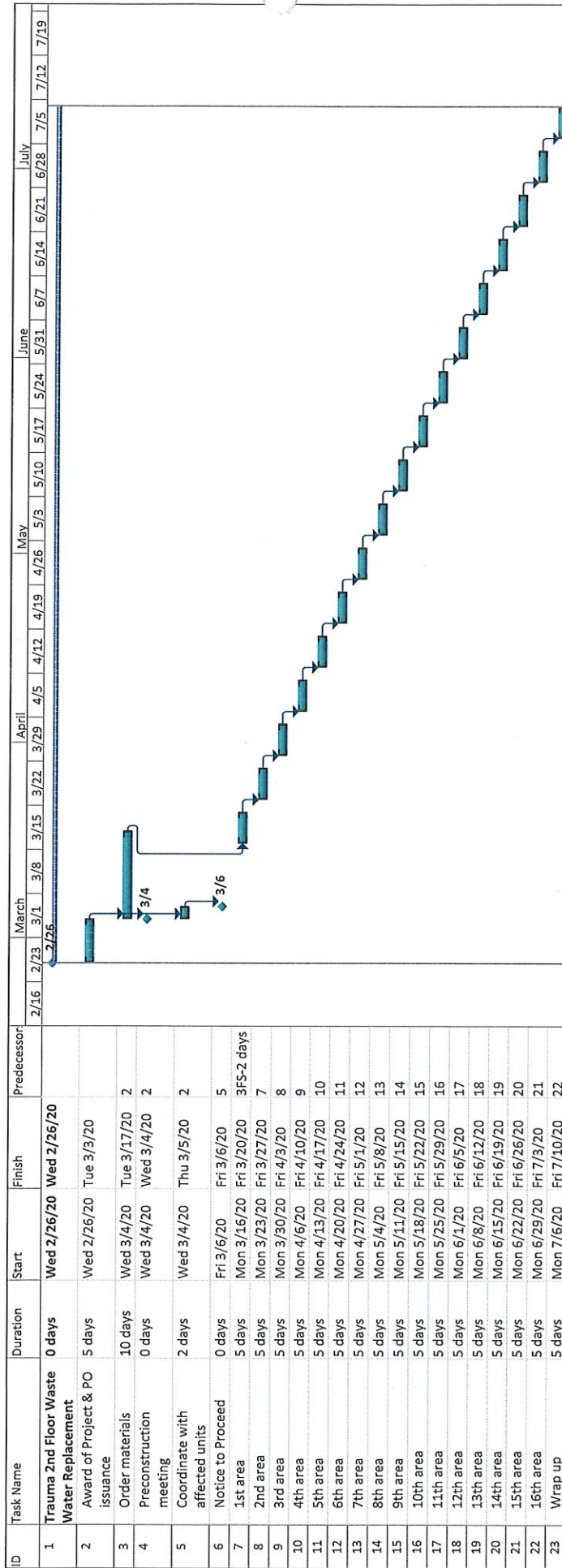


SECOND LEVEL PLUMBING PLAN - TENANT IMPROVEMENT

History

- [illegible]

[illegible]



Estimated Duration of Project

Task	Project Summary		Manual Summary Rollup		Deadline	
	Split		Manual Summary		Progress	
	Milestone		Start-only			
	Summary		Finish-only			
Project: Trauma 2nd Floor Waste Date: Tue 1/28/20						
Page 1						

SPECIAL CONDITIONS
BID NO. 2020-03
Trauma 2nd Floor Waste Water Replacement

1. PRE-CONSTRUCTION CONFERENCE

- a) A MANDATORY Pre-Construction Conference shall be held after the award of the contract and the SUCCESSFUL BIDDER has submitted all post award submittals. The OWNER's representative shall schedule this meeting.
- b) The SUCCESSFUL BIDDER and all subcontractors are required to attend the Pre-Construction Conference to discuss this project, requirements, and all associated required documents. The Notice to Proceed will not be issued until all parties involved in the project have completed and returned the required forms. The SUCCESSFUL BIDDER is responsible for attendance of all subcontractors at the Pre-Construction Conference and their submission of the required forms.
- c) The BIDDER shall provide all submittals requested within **ten (10) calendar days** from the date of the Pre-Construction Conference. If the BIDDER does not provide submittals on or before the 5th calendar day, it will pay over to the OWNER the amount of **\$100.00** per day as liquidated damages.
- d) The SUCCESSFUL BIDDER shall be able to provide the OWNER, at OWNER's request, evidence of successful experience in working in an operating Hospital environment and knowledge of ICRA's

2. SPECIAL WORK CONSTRAINTS

- a) All work performed under the Contract will only be allowed under OWNER-approved work and safety plans.
- b) The SUCCESSFUL BIDDER is required to attend any progress meetings as well as any required Safety meetings, at time(s) to be mutually determined at the Pre-Construction Conference.
- c) The SUCCESSFUL BIDDER is to follow all Infection Control measures in the work areas; negative pressure, dust control, and constant housekeeping to prevent the spread of dust.
- d) Off-Site parking will be provided for the SUCCESSFUL BIDDER and Subcontractor(s). The parking is located at 625 Shadow Lane, 89102 (Clark County Health District Facility). The Successful BIDDER and Subcontractor(s) will not be allowed to park any vehicles on site, other than for temporary loading and unloading.
- e) Site Access will be restricted to badged SUCCESSFUL BIDDER and Subcontractor employees ONLY. OWNER will provide badges based upon a continually updated (daily) list to be provided to OWNER weekly by the Successful BIDDER.
- f) Infection Control Requirements - at BIDDER's sole cost and expense, all BIDDER and Subcontractor personnel working onsite on this project are required to adhere to OWNER's Infection Control requirements as outlined as outlined in the Infection Control Risk Assessment for Construction document (See Exhibit E attached) and as outlined below:
 - i. Evidence of annual TB testing (2 years), a current 2 step TB test, or a current IGRA blood test. Individuals with a positive TB test must have proof of a past positive test, a negative sign and symptom review and a negative chest x-ray within the last year if applicable.
 - ii. Current seasons' Influenza vaccine is required for all BIDDER/subcontractor personnel. However, OWNER's Infection Control Department reserves the right to require this vaccine at any time. All personnel will follow OWNER's EH6.5 Influenza Policy, available upon request. (Influenza season is generally November through March).

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BID FORM

BID NO. 2020-03

Trauma 2nd Floor Waste Water Replacement

PWP NUMBER: CL- 2020-200

PJ BECKER & SONS CONSTRUCTION, LLC.

(NAME)

6767 W. TROPICANA AVE., SUITE 110, LAS VEGAS, NV 89103

(ADDRESS)

I, THE UNDERSIGNED BIDDER:

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.
2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
3. Have completed all information in the blanks provided and have submitted the following within this Bid:
 - a) Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.
 - b) Attached a bid security in the form of, at my option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the Total Base Bid amount.
 - c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.
4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit Bid Attachment 2 within two-hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via hand delivery or email to frances.heiy@umcsn.com and I understand that hand delivery is recommended, and OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:
 - a) My firm's name on the list if my firm will perform any work which is more than 1 percent (1%) of the BIDDER's total bid and which is not being performed by a subcontractor. The BIDDER shall also include on the list:
 - 1) A description of the labor or portion of the work that the BIDDER will perform: or
 - 2) A statement that the BIDDER will perform all work other than that being performed by a subcontractor listed.
 - b) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid an amount exceeding \$250,000.
 - c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will not be paid an amount exceeding \$250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent (1%) of the BIDDER's total bid or \$50,000, whichever is greater.
5. I acknowledge that if I am one of the three apparent low BIDDER(s) at bid opening, and if I have submitted a valid Certificate of Eligibility as described in 3 (c) above, I must submit Bid Attachment 3, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions. The forms must be submitted via hand delivery or email to frances.heiy@umcsn.com and I understand hand delivery is recommended. OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me and the bid will be deemed non-responsive.

Trauma 2nd Floor Waste Water Replacement

6. I acknowledge that if notified that I am the low BIDDER, I must submit the Disclosure of Ownership/Principals form within 24-hours of request.
7. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the Bid Attachment 4, Schedule of Values, by 5:00 PM of the next business day.
8. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the Bid Attachment 5, Project Workforce Checklist, by 5:00 PM of the next business day.
9. I acknowledge that my bid is based on the current State of Nevada prevailing wages, if applicable.
10. I acknowledge that I have not breached a public work contract for which the cost exceeds \$25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.
11. I will provide the following submittals within ten (10) business days from receipt of Notice of Intent to Award:
 - a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for 100% of the Contract amount as required.
 - b) Certificates of insurance for Commercial General Liability in the amount of \$1,000,000, Automobile Liability in the amount of \$1,000,000, Pollution Liability, which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of \$1,000,000 including Asbestos Abatement Liability (proof of subcontractor certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.
 - c) The apparent low BIDDER must submit a Request for Waiver form, included in Attachments, for the Bidder and all named (used) subcontractors. All supporting documentation for waiver(s) must be submitted with the Request for Waiver form.
12. I acknowledge that if I do not provide the above submittals on or before the **tenth** business day after Notice of Intent to Award or do not keep the bonds or insurance policies in effect, or allow them to lapse during the performance of the Contract; I will pay over to the OWNER the amount of **\$100.00** per day as liquidated damages.
13. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.
14. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days **specified in the General Conditions**.
15. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
16. I have carefully checked the figures below and the OWNER will not be responsible for any error or omissions in the preparation or submission of this Bid.
17. I agree no verbal agreement or conversation with an officer, agent or employee of the OWNER, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.
18. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No. <u>1</u>	dated, <u>FEB 18, 2020</u>	Addendum No. _____	dated, _____
Addendum No. <u>2</u>	dated, <u>MAR 12, 2020</u>	Addendum No. _____	dated, _____
Addendum No. <u>3</u>	dated, <u>MAR 20, 2020</u>	Addendum No. _____	dated, _____
Addendum No. <u>4</u>	dated, <u>MAY 08, 2020</u>	Addendum No. _____	dated, _____

Trauma 2nd Floor Waste Water Replacement

19. I agree to perform all work described in the drawings, specifications, and other documents for the amounts quoted below:

ITEM NUMBER	ITEM DESCRIPTION	LUMP SUM
1.	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	\$ 138,650.
2.	PERMITS AND FEES (if required)	\$ - 0 -
3.	METALS	\$ 2,525.
4.	WOOD, PLASTICS, AND COMPOSITES	\$ 19,650.
5.	THERMAL AND MOISTURE PROTECTION	\$ 3,150.
6.	FINISHES	\$ 75,750.
7.	SPECIALTIES	\$ 900
8.	MILLWORK	\$ 31,200.
9.	PLUMBING	\$ 306,000.
10.	ICRA COMPLIANCE MEASURES	14,250.
11.		
TOTAL BID AMOUNT		\$ 592,075.

Quantities stated are to be used to evaluate proposals and will not alleviate the BIDDER from completing all work as required in the Contract Documents and Plans. Each BIDDER is held responsible for the examination and/ or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the BIDDER of the responsibility of completing the Bid without extra cost to the project OWNER. Estimates of quantities of the various items of work and materials, as set forth in the Proposal Form, are approximates only and given solely to be used as a uniform basis for the comparison.

ADDITIVE ALTERNATES

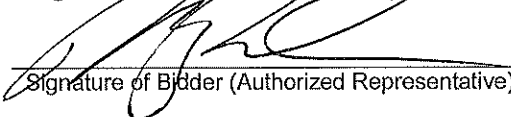
The OWNER may exercise the following items subject to the availability of funds. The additive alternate price quoted shall remain firm throughout the Contract term, as detailed in Instruction to Bidders.

Alternative	ITEM DESCRIPTION	TOTAL
1.	NONE	\$ - 0 -
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
ADD ALTERNATES AMOUNT		\$ - 0 -
GRAND TOTAL BID AMOUNT		\$ 592,075.

SUBCONTRACTORS EXCEEDING 5% OF BASE BID AMOUNT			
BIDDERMUST INCLUDE ITS NAME ON THIS LIST IF HE OR SHE INTENDS TO PERFORM ANY WORK NOT PERFORMED BY A SUBCONTRACTOR AND INCLUDED A DESCRIPTION OF THE LABOR OR PORTION OF THE WORK OR A STATEMENT THAT ALL WORK OTHER THAN THAT BEING PERFORMED BY A SUBCONTRACTOR. THE BIDDER SHALL NOT SUBSTITUTE A SUBCONTRACTOR WHO IS NAMED IN THIS BID, PURSUANT TO NEVADA REVISED STATUTE 338.141. THE FOLLOWING SUBCONTRACTORS SHALL BE UTILIZED. A BIDDER, WHICH FAILS TO LIST A SUBCONTRACTOR (S), REPRESENTS THAT NO SUBCONTRACTOR(S) MEET THE STATUTORY REQUIREMENTS.			

DESCRIPTION OF WORK	BIDDERS' NAME(S)	*BEG	*ETHNICITY
FULL TIME SUPERVISION, SETTING UP CONTAINMENT BARRIERS, SCRUBBERS WHERE REQUIRED, DEMOLITION, CLEAN UP, DRYWALL	PJ BECKER & SONS CONSTRUCTION, LLP	N/A	CAUCASIAN
REPAIRS, MILLWORK MODIFICATIONS OR NEW MILLWORK, PAINTING AND ANY OTHER ITEMS NOT SPECIFICALLY SPELLED OUT AND ANY GENERAL LABOR WORK			
DESCRIPTION OF WORK	SUBCONTRACTORS' FIRM NAME(S)	*BEG	*ETHNICITY
PLUMBING	Aqua Plumbing	N/A	CAUCASIAN

PJ BECKER & SONS CONSTRUCTION, LLP
 Legal Name of Firm as it Would Appear in Contract


 Signature of Bidder (Authorized Representative)

MAY 21, 2020
 Today's Date

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

20. BUSINESS ENTERPRISE INFORMATION:

The BIDDER submitting this Bid is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB as defined in the Instructions to Bidders.

21. BUSINESS ETHNICITY INFORMATION:

The BIDDER submitting the Bid Ethnicity is ☒ Caucasian (CX) ☐ African American (AA) ☐ Hispanic American (HA) ☐ Asian Pacific American (AX) ☐ Native American (NA) ☐ Pacific Islander (PI)
☐ Other as defined in the Instructions to Bidders.

22. BIDDERS' PREFERENCE Is the Bidder claiming Bidders' Preference?

☒ Yes If yes, the Bidder acknowledges that he/she is required to follow the requirements set forth in the Affidavit (Bid Attachment 3).
☐ No I do not have a Certificate of Eligibility to receive preference in bidding.

23.

PJ BECKER & SONS CONSTRUCTION, LLP
LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

6767 W. TRIPICANA AVE., Suite 110
ADDRESS OF FIRM

LAS VEGAS, NV 89103
CITY, STATE, ZIP CODE

702-248-1027
TELEPHONE NUMBER

702-248-1092
FAX NUMBER

NEVADA STATE CONTRACTORS' BOARD LICENSE INFORMATION:

I certify that the license(s) listed below will be the license(s) used to perform the majority of the work on this project.

LICENSE NUMBER: 71803

LICENSE CLASS: "SB"

LICENSE LIMIT: Unlimited

ONE TIME LICENSE LIMIT INCREASE \$ N/A IF YES, DATE REQUESTED N/A

DUN & BRADSTREET NUMBER UNKNOWN

CLARK COUNTY BUSINESS LICENSE NO. 2006289-240

STATE OF NEVADA BUSINESS LICENSE NO. NV20081311701

Page 1 of 429

MICHAEL BECKER
AUTHORIZED REPRESENTATIVE
(PRINT OR TYPE)

[Signature]
SIGNATURE OF AUTHORIZED
REPRESENTATIVE

MIKE@PJBECKERANDSONS.COM
E-MAIL ADDRESS

MAY 21, 2020
TODAY'S DATE

**BID ATTACHMENT 1
BID BOND**

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned, P.J. Becker & Sons Construction, LLC as Principal Contractor, and Merchants National Bonding, Inc.

as Surety, are hereby held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA as OWNER in the penal sum of five (5) percent of the base bid amount for the payment of which, well and truly to be made, were hereby jointly and severally bind ourselves, successors and assigns.

Signed this 19th day of March, 2020.

The condition of the above obligation is such that whereas the Principal has submitted to UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing, for BID NO. 2020-03, TRAUMA 2ND FLOOR WASTE WATER REPLACEMENT.

NOW, THEREFORE,

- a) If said BID shall be rejected; or
- b) If said BID shall be accepted and the Principal BIDDER shall deliver an insurance certificate and bonds pursuant to the forms attached hereto properly completed in accordance with said BID, and shall furnish a BOND for their faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID;

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Bond must be acceptable to Clark County.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF
SURETY)

P.J. Becker & Sons Construction, LLC
(Principal Contractor)

Surety: Merchants National Bonding, Inc.

119079

(State of Nevada, License Number)

Michael Becker - Owner
(Authorized Representative and Title)

Thomas J. Burns, Attorney-in-Fact
(Appointed Agent Name)

By:

(Signature)

By:

(Signature)

Address: PO Box 14498

Des Moines, IA 50306

Telephone: 1-800-678-8171

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Greg McKinley; Rena M Casprowitz; Scott T Kerestesi; Thomas J Burns

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

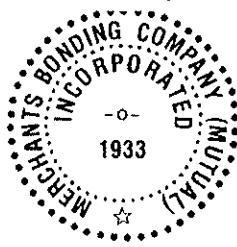
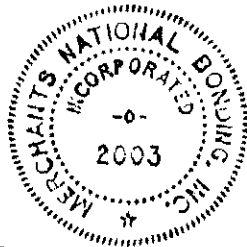
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August, 2015.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

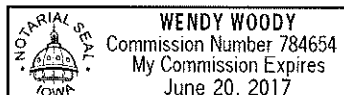
By *Larry Taylor*

President

STATE OF IOWA

COUNTY OF Dallas ss.

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

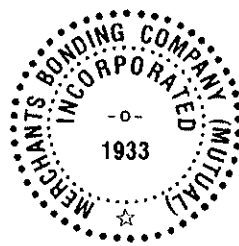


Wendy Woody
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked. Page 111 of 429

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of March 2020.



William Warner Jr.
Secretary

NOTARIAL ACKNOWLEDGEMENT

State of NEVADA

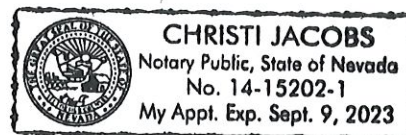
County of CLARK

On the 19th day of March in the year 2020, before me personally appeared RENA M. CASPROWITZ, known to me to be the ATTORNEY-IN-FACT of the MERCHANTS NATIONAL BONDING INC., known to me to be the person who executed the within Instrument, on behalf of the Corporation, therein names, and acknowledged to me that such Corporation executed the same.

Christi Jacobs

Christi Jacobs

My commission expires 09/09/2023



**BID ATTACHMENT 2
DESIGNATION OF SUBCONTRACTORS**

SUBCONTRACTORS EXCEEDING 1% OF BASE BID AMOUNT

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

Within 2 hours after the completion of the opening of the bids, the BIDDERS who submitted the three lowest bids must submit a list containing:

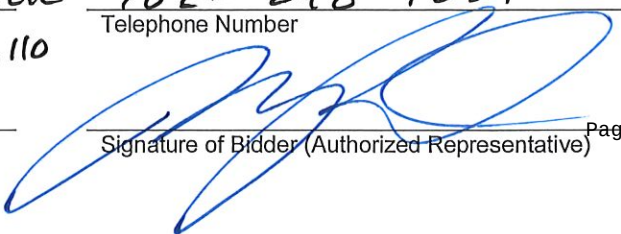
- (1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid an amount exceeding \$100,000.
- (2) If any one of the BIDDERS who submitted one of the three lowest bids will employ a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

A bidder that fails to submit the list within the required time represents that no subcontractor(s) meet the statutory requirements. The BIDDER shall not substitute any person for a subcontractor who is named in this bid, pursuant to Nevada Revised Statute 338.141. If a BIDDER does not submit this list and has subcontractor(s) that meet the statutory requirements, its bid shall be deemed not responsive.

DESCRIPTION OF WORK	SUBCONTRACTOR'S FIRM NAME(S)	NV STATE CONTRACTORS' LICENSE NUMBER	*BEG	*ETHNICITY
ENCLOSURE OF PHASES WORK PT BECKER & SONS REQUIRED, SUPERVISION AND CONST.	PT BECKER & SONS	71803	N/A	CAUCASIAN
GENERAL LABOR WORK NEW DOWNLINE AND RELATIVES NEW OR MODIFIED MILLWORK, PAINTING				
Aqua Plumbing Work	Aqua Plumbing		N/A	CAUCASIAN

PJ BECKER & SONS CONSTRUCTION, LLC
Legal Name of Firm as it would appear in Contract
6767 W. TROPICANA AVE. SUITE 110
LAS VEGAS, NV 89103
Address including City, State and Zip Code

702-248-1027
Telephone Number


Signature of Bidder (Authorized Representative)

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

BID ATTACHMENT 3
AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY

THE LOW OR BEST BIDDER MUST SUBMIT THIS FORM VIA HAND DELIVERY OR EMAIL TO FRANCES.HEIY@UMCSN.COM IF THEY HAVE MET THE REQUIREMENTS OF NEVADA REVISED STATUTE 338.141 AND 338.0117, AND HAVE IT TIME STAMPED WITHIN TWO (2) HOURS AFTER COMPLETION OF THE OPENING OF THE BIDS TO BE ELIGIBLE TO RECEIVE A PREFERENCE IN BIDDING. SUBMISSIONS AFTER THE TWO (2) HOURS WILL BE REJECTED. A BIDDER THAT FAILS TO SUBMIT THE AFFIDAVIT WITHIN THE REQUIRED TIME REPRESENTS THAT THEY WILL FOREGO RECEIVING THE PREFERENCE.

I, Michael Becker ("Affiant"), on behalf of the P. Becker & Son Const ("BIDDER"), swear and affirm that in order to be in compliance with NRS 338.147, and NRS 338.0117, and be eligible to receive a preference in bidding for Bid No. 2019-10, Trauma ICU Renovation ("Project"); certify that for the duration of the Project, collectively, and not on any specific day;

- (a) At least 50 percent of the workers employed on the Project including, without limitation, any employees of the Bidder, and of any Subcontractor engaged on the Project, will hold a valid driver's license or identification card issued by the State of Nevada Department of Motor Vehicles ("DMV");
- (b) All vehicles used primarily for the Project will be:
 - (1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 707.826; or
 - (2) Registered in the State of Nevada;
- (c) If applying to receive a preference in bidding pursuant to subsection 3 of NRS 338.1727 or subsection 2 of NRS 408.3886, at least 50 percent of the design professionals working on the Project, including, without limitation, employees of the design-build team, and of any subcontractor or consultant engaged in the design of the Project, will have a valid driver's license or identification card issued by the DMV;
- (d) The BIDDER, Applicant or Design-Build Team, and any Subcontractor engaged on the Project will maintain and make available for the inspection within this State his or her records concerning payroll relating to the Project.

Upon submission of the State Contractors' Board certificate of eligibility to receive a preference in bidding on public works and this Affidavit, BIDDER, Applicant, or Designated-Build Team recognizes and accepts that if a contract is awarded as a result of receiving a preference in bidding, failure to comply with the requirements herein, including all record keeping obligations detailed in the General Conditions, entitles Clark County to a penalty as defined by statute.

BID ATTACHMENT 3
AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY
Page 2 of 2

By: Michael Becker Title: MANAGING PARTNER
Printed Name of Affiant

Signature of Affiant: [Signature] Date: MAY 21, 2020

Signed and sworn to (or affirmed) before me on this 20 day of MAY, 2020.

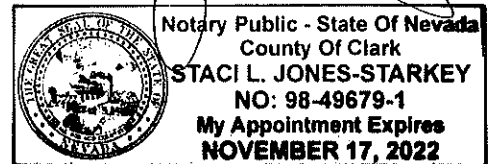
by MICHAEL BECKER (name of Affiant)

State of NEVADA)
ss)

County of: CLARK)

[Signature]
 Notary Signature

STAMP AND SEAL



Proof of Authorization to Sign Affidavit

The person must establish his/her actual authority to act on behalf of the business organization. The individual must be the person indicated in the table below and provide written documentation clearly indicating the person's position within that business organization. If the individual signing the Affidavit is an employee of the business organization, written documentation on organization letterhead must be provided; clearly indicating the person's authority to act on behalf of the business organization. The authorized person identified in the table must sign the written documentation.

If the individual making application for the business organization is not one of the persons identified in the table or an authorized employee, a valid power of attorney executed by an authorized person on behalf of the business organization must be provided. The power of attorney must be made not more than 90 calendar days before the Affidavit is signed.

BUSINESS ENTITY	PERSON WHO HAS AUTHORITY TO COMPLETE AFFIDAVIT
Sole Proprietorship	Name of Sole Proprietor
Partnership	Name of Partner
Corporation	1. Director, if Authorized 2. Executive Officer (as indicated in the Article of Incorporation)
Limited Liability Company	1. Member, if Member-Managed LLC 2. Manager, if Manager-Managed LLC

BID ATTACHMENT 4 SCHEDULE OF VALUES

THE THREE (3) APPARENT LOWEST BIDDERS FOR THE TOTAL BID AMOUNT SHALL SUBMIT THIS FORM INTO THE CONTRACTS MANAGEMENT DIVISION VIA HAND DELIVERY OR BY EMAIL TO FRANCES.HEIY@UMCSN.COM BY 5:00 P.M. OF THE NEXT BUSINESS DAY.

THE BIDDER SHALL INDICATE THE TOTAL BID AMOUNT FOR THE ITEMS SPECIFIED BELOW. THIS LIST SHALL NOT BE CONSIDERED ENTIRELY INCLUSIVE. BIDDER(S) AGREES TO PROVIDE, UPON REQUEST, ADDITIONAL INFORMATION THAT MAY INCLUDE BUT NOT BE LIMITED TO DETAILED BREAKDOWN OF AMOUNTS, MANUFACTURER'S PRODUCTS, LITERATURE, EQUIPMENT MODEL NUMBERS, OR AS INFORMATION IS REQUIRED TO SUPPORT AND/OR SUBSTANTIATE THE WORK, IN ACCORDANCE WITH NRS 338.

ITEM	DESCRIPTION	DOLLAR AMOUNTS
01	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	\$ 138,650.
02	PERMITS AND FEES (if required)	\$ -0-
03	METALS	\$ 2,525.
04	WOOD, PLASTICS, AND COMPOSITES	\$ 19,650.
05	THERMAL AND MOISTURE PROTECTION	\$ 3,150.
06	FINISHES	\$ 75,750.
07	SPECIALTIES	\$ 900.
08	MILLWORK	\$ 31,200.
09	PLUMBING	\$ 306,000.
10	ICRA COMPLIANCE MEASURES	\$ 14,250.
		\$
	TOTAL BID AMOUNT	\$ 592,075.
	ADD ALTERNATIVES	
01	None	\$ -0-
02		\$
03		\$
04		\$
	ADD ALTERNATES AMOUNT	\$ -0-
	GRAND TOTAL BID AMOUNT	\$ 592,075.

PLEASE PHOTOCOPY THIS FORM SHOULD ADDITIONAL SPACES BE REQUIRED

This Schedule of Values for the various portions of the work, aggregating the total contract Amount, shall be divided to facilitate payments to the BIDDER in accordance with the Contract Documents.

Page 116 of 429

PJ BECKER & SON CONSTRUCTION LLC

Legal Name of Firm as it would appear on Contract
6767 W. TROPICANA AVE., STE 110

LAS VEGAS, NV 89103

Address including City, State and Zip Code

71803

Nevada State Contractor's License Number

Authorized Signature

BID ATTACHMENT 5

Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

Contract No.: 2020-03 Contractor/Subcontractor: PJ BECKER & SONS CONSTRUCTION, LLP

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Boilermaker	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Carpenter, can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Elevator Constructor	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Hod Carrier, includes brick-mason tender and plaster tender.	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Laborer, can also include fence erector (non-steel/iron), flag person, highway strip and traffic barrier erector	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Mason, can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Mechanical Insulator	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Operating Engineer, can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Plumber/Pipefitter	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☒
Refrigeration	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Roofer (not sheet metal)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Sheet Metal Worker, can also include air balance technician.	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Sprinkler Fitter	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Truck Driver	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐
Well Driller (see also Operating Engineer)	Yes ☐ No ☐ N/A ☒	Yes ☐ No ☐

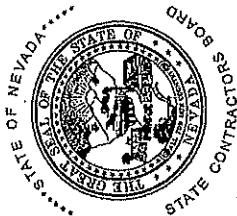
I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change.

Signed: _____

Date: MAY 21, 2020 Page 117 of 429

Name and Title: _____

MICHAEL BECKER, MANAGING PARTNER



NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074, (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

CERTIFICATE OF ELIGIBILITY

PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-18-10-30-0576

P J BECKER & SONS CONSTRUCTION LLC (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 0071803 ORIGINAL ISSUE DATE: 09/08/2008 BUSINESS TYPE: **LIMITED LIABILITY COMPANY** CLASSIFICATION: **B-GENERAL BUILDING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389, ATTACHED HERETO. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON OCTOBER 30, 2019 AND EXPIRES ON SEPTEMBER 30, 2020, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



Nancy Mathias 10/28/2019
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE
FOR MARGI A. GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

EXHIBIT B

BONDS AND INSURANCE REQUIREMENTS AND FORMS

1. BONDS

A. The BIDDER shall furnish bonds covering the faithful performance of the Contract, payment of all obligations arising thereunder and a Guaranty Bond to take effect upon substantial completion of the project, utilizing the bond forms. Bonds may be secured through the BIDDER's usual sources, provided that the surety is authorized and licensed to do business in the State of Nevada. All bonds specified shall indicate the State of Nevada Insurance Division license number, the surety company name, address, telephone number, and include the appointed agent of record who issued the bond. Surety Bonds issued by an individual are not acceptable to Clark County.

B. Not later than **ten (10) business days** after OWNER's written request for insurance, the BIDDER shall furnish contract bonds to the Purchasing and Contracts Division as follows:

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

Award will become final after the Governing Body has authorized the award and the BIDDER has submitted its required bonds utilizing the OWNER's Bond forms.

C. Form of Bonds

1. The bonds referred to herein **shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by OWNER.**
2. The BIDDER shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.
3. **Any Performance Bond, Labor and Material Payment Bond, or Guaranty Bond prepared by an appointed agent must provide their license number and the issuing state.**
4. The bonds specified in this section must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570; Current Revision) companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies.

2. INSURANCE

A. BIDDER further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the OWNER to make any payment under this contract, to provide the OWNER with a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the state of Nevada in accordance with Nevada Revised Statutes Chapters §616A through 616D, inclusive, whether or not the BIDDER has employees.

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

C. The BIDDER shall furnish not later than **ten (10) business days** after OWNER's written request for insurance, the insurance as indicated below. The certificates for each insurance policy shall be signed by a person authorized by that insurer and licensed by the State of Nevada.

D. As a condition precedent to receiving payments, BIDDER shall have on file with OWNER current certificates of insurance evidencing the required coverage. Insurance certificates for the OWNER should contain the information shown on the sample certificates attached.

Trauma 2nd Floor Waste Water Replacement

- E. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. OWNER requires insurance carriers to maintain a Best's Key Rating of A.VII or higher (i.e., A.VII, A.VIII, A.IX, A.X, etc.). The adequacy of the insurance supplied by the BIDDER, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the OWNER.
- F. BIDDER shall furnish renewal certificates to the OWNER for the required insurance during the period of coverage required by the contract. BIDDER will furnish renewal certificates for the same minimum coverage as required in this Contract. The request for updated renewal certificates will be sent by the OWNER to the BIDDER thirty (30) calendar days in advance of the expiration date shown on the certificate of insurance. A second request will be sent if the renewal certificate is not received from within **seven business days**. If within twenty (20) calendar days from the date of the request for an updated renewal certificate, the updated certificate has still not been provided, the OWNER may declare the BIDDER in default of its obligation under this paragraph.
- G. OWNER, its Officers, employees, agent, and volunteers must be expressly covered as insured's with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project must be expressly covered as insured's with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project.
 1. The BIDDER's insurance shall be primary as respects OWNER, its officers, employees, agents, and volunteers. any other coverage (insurance or otherwise) available to OWNER, its officers, employees, and volunteers shall be excess over the insurance required of the BIDDER and shall not contribute with it.
- H. The BIDDER's commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically the BIDDER's contractual obligation of additional insured to OWNER. All policies must note that the OWNER will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. **Separate copies of additional insured endorsements are required and must be attached to any certificate of insurance. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
- I. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$25,000. **If the deductible is "zero" it must still be referenced on the certificate.**
- J. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than **\$2,000,000** per occurrence or per accident. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. BIDDER's insurer must notify the OWNER of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.
- K. The BIDDER shall obtain and maintain, for the duration of the Contract or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the BIDDER, its agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in BIDDER's Bid. The BIDDER is required to obtain and maintain the following coverage:
 1. Commercial General Liability: Commercial General Liability coverage shall be on "occurrence" basis only and not "claims made." The coverage must be provided on either an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability (including a Broad Form CGL Endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to OWNER within **ten (10) business days** after OWNER's written request of insurance. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors. BIDDER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. **A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
 2. Auto Liability: Auto Liability must provide coverage for claims for damage due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of **any motor vehicles whether owned, hired or non-owned**. BIDDER shall maintain limits of no less than **\$1,000,000** combined single limit "per accident" for bodily injury and property damage. **A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
 3. Builders Risk / Course of Construction: Unless otherwise provided in the Contract Documents, the BIDDER shall purchase and maintain property insurance (builders' risk) upon the work at the site to the full insurable value. This insurance shall include the interests of University Medical Center of Southern Nevada, the OWNER, OWNER's designated representative, BIDDER, Subcontractors, and Subcontractors of any tier. Coverage shall

Trauma 2nd Floor Waste Water Replacement

be written on forms to include Fire, Extended Coverage, and Special Form including theft. BIDDER is responsible for the deductible for any claim made against the policy.

4. Pollution Insurance: Unless otherwise provided in the Contract Documents, the BIDDER shall purchase and maintain pollution insurance which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of \$1,000,000 including Asbestos Abatement Liability (proof of subcontractor certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.
-
- L. If the BIDDER fails to maintain any of the insurance coverage required herein, then the OWNER will have the option to declare the BIDDER in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. The BIDDER is responsible for any expenses paid by the OWNER to maintain such insurance and the OWNER may collect the same from the BIDDER or deduct the amount paid from any sums due the BIDDER under the contract.
 - M. The insurance requirements specified herein do not relieve the BIDDER of its responsibility or limit the amount of their liability to the OWNER or other persons and the BIDDER is encouraged to purchase such additional insurance, as it deems necessary.
 - N. BIDDER is responsible for and must remedy all damage or loss to any property, including property of OWNER, caused in whole or in part by the BIDDER, any subcontractor or anyone employed, directed or supervised by BIDDER. The BIDDER is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
 - O. The BIDDER shall pay all premiums and costs of insurance.
 - P. Regardless of the coverage provided by any insurance policy, the BIDDER shall indemnify, defend and hold OWNER harmless from any and all claims, demands, actions, attorneys' fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of BIDDER or its principals, employees, subcontractors or other agents while performing services under this Contract. BIDDER shall indemnify, defend and hold harmless the OWNER and others specified from any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.
 - Q. BIDDER agrees that its officers, employees, subcontractors at every tier and suppliers shall perform all work in accordance with any and all current and adopted local, state, and federal building, demolition, and fire codes as applicable to jurisdiction and shall be held liable for any actions, damages, or costs caused by or arising from non-conformance with this requirement.
 - R. Any conflict between adopted codes and standards shall be resolved by using the more stringent requirement unless specifically directed otherwise by the applicable governments entity.



PJBECKE-01

MESPINOZA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2020

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

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

PRODUCER Cragin & Pike, Inc. 2603 W. Charleston Blvd. Las Vegas, NV 89102	CONTACT NAME:	FAX (A/C, No): (702) 258-3394	
	PHONE (A/C, No, Ext): (702) 877-1111		
	E-MAIL ADDRESS: reception@cragin-pike.com		
INSURED P J Becker & Sons Construction, LLC 6767 W. Tropicana Blvd., Suite 110 Las Vegas, NV 89103	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Associated Industries Ins. Co., Inc.		
	INSURER B: Acuity A Mutual Insurance Co.		14184
	INSURER C: Crum & Forster		44520
	INSURER D: Insurance Company of the West (ICW)		27847
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$5,000 Deduct/ ☒ per occurrence GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	AES102787407	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ No Liability Deduct	X	X	Z62221	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	X	X	SEO105442	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WLV504281201	9/1/2019	9/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Exclusion - Designated Residential Construction - Condominium, Townhouse, Row House or Tract Home applies per form AESGL160 attached to the General Liability policy.

RE: BID NO. 2020-03, Trauma 2nd Floor, Waste Water Replacement

Additional Insured status applies as respects the General Liability policy for ongoing and completed operations, per forms CG2033 and CG2037 attached. This insurance shall be primary non-contributory as respects the General Liability policy, per form NXGL009 attached. A Waiver of Transfer of Rights of Recovery against Others to Us (Waiver of Subrogation) applies as respects the General Liability policy per form CG2404 attached. Additional Insured status applies as SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

University Medical Center of Southern Nevada
1800 W. Charleston Blvd
Henderson, NV 89012

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Cragin & Pike, Inc.		NAMED INSURED P J Becker & Sons Construction, LLC 6767 W. Tropicana Blvd., Suite 110 Las Vegas, NV 89103	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

respects the Automobile policy, per form CA7213 attached. A Waiver of Transfer of Rights of Recovery against Others to Us (Waiver of Subrogation) applies as respects the Automobile policy per form CA7247 attached. A Waiver of Transfer of Rights of Recovery against Others to Us (Waiver of Subrogation) applies as respects the Workers Compensation policy per form WC000313 attached. Notice of Cancellation Terms and Conditions letter attached. Umbrella follows forms. University Medical Center of Southern Nevada, its officers, employees and volunteers are included as additional insureds per attached forms.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
All persons or organizations where required by written contract with the Named Insured. This form does not apply to your work on "residential property".	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

All persons or organizations where required by written contract with the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Third Party:	All persons or organizations where required by written contract with the Named Insured
--------------	--

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph 4. of **SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance:

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

A. Temporary Substitute Vehicle Physical Damage

The following is added to item C Certain Trailers, Mobile Equipment and Temporary Substitute Autos under Section I - Covered Autos:

If Physical Damage Coverage is provided by this Coverage Form, any *auto* you do not own while used with permission of its owner as a temporary substitute for a covered *auto* you own that is out of service because of its breakdown, repair, servicing, loss or destruction is a covered *auto* for Physical Damage Coverage.

B. Who Is an Insured

The following are added to Who Is an Insured under Section II - Liability Coverage:

1. Newly Acquired Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. This coverage does not apply to *bodily injury* or *property damage* that occurred before you acquired or formed the organization;
- c. No person or organization is an *insured* with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

2. Employees as Insureds

Any *employee* of yours is an *insured* while using a covered *auto* you do not own, hire or borrow in your business or your personal affairs.

C. Increased Supplementary Payments

1. The limit shown in paragraph A2a(2) of Section II - Liability Coverage is increased to \$3,000.
2. The limit shown in paragraph A2a(4) of Section II - Liability Coverage is increased to \$300.

D. Fellow Employee Coverage

The Fellow Employee Exclusion contained in Section II - Liability Coverage does not apply.

E. Towing for Covered Autos after Covered Losses

The following is added to paragraph A4 Coverage Extensions of Section III - Physical Damage Coverage in the Business Auto Coverage Form and to paragraph - A4 Coverage Extension under Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form and the Towing Coverage endorsement, if it applies to your policy:

If a covered *loss* to a covered *auto* renders the vehicle undriveable, we will pay for reasonable and necessary costs to tow the vehicle to the nearest service or salvage facility. This coverage only applies to a covered *auto* insured for Comprehensive or Collision coverage. Such payments will not reduce the limits of insurance described in C Limit of Insurance.

F. Transportation Expenses

The Transportation Expenses Coverage Extension is replaced by the following:

We will also pay up to \$75 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered *auto* of the private passenger or *light truck* type. We will pay only for those covered *autos* for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered *auto* is returned to use or we pay for its *loss*.

G. Increased Sub-limit for Audio, Visual and Data Electronic Equipment Coverage

The sub-limit shown in paragraph C2 of the Limit of Insurance Provision of Section III - Physical Damage Coverage in the Business Auto Coverage Form is increased to \$3,000.

H. The following are added to Coverage Extensions under Section III - Physical Damage Coverage in the Business Auto Coverage Form and to Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form:

1. Accidental Airbag Discharge

We will pay to replace an airbag that deploys without the car being involved in an accident. This coverage applies only to a covered *auto* which you own.

2. Loan/Lease Gap Coverage

In the event of a total *loss* to a covered *auto* of the private passenger or *light truck*

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages.

10. Electronic Logging Devices or Electronic On-Board Recorders

We will also pay, with respect to a covered *loss*, up to \$3,000 for the actual loss sustained to an electronic on-board recorder or electronic logging device permanently installed in the *auto* but only with respect to a covered *auto*.

Deductible

A deductible applies to this coverage. Refer to paragraph N Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages, and Electronic Logging Devices or Electronic On-Board Recorders Coverages for further information.

I. Deductible Provision

Paragraph D, Deductible of Section III - Physical Damage Coverage in the Business Auto Coverage Form and paragraph D, Deductible of Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form are replaced by the following:

1. For each covered *auto*, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to *loss* caused by fire or lightning.
2. For combinations of tractor, truck, semi-trailer or trailers when attached together by coupling devices at the time of *loss*, one deductible will apply.
 - a. If more than one *auto* of the combination is damaged or stolen, the largest applicable deductible shown in the Declarations will apply.
 - b. If only one *auto* of the combination is damaged or stolen, the deductible shown in the Declarations for that *auto* will apply.
3. The deductibles will not apply to *loss* caused by a collision of a covered *auto* with any other *auto* insured by us.
4. If the insured chooses to have a damaged windshield or other glass repaired instead of replaced, no deductible will apply to the *loss*.

J. Knowledge of Claim or Suit

The following is added to the Duties in the Event of Accident, Claim, Suit or Loss Condition:

Knowledge of an *accident*, claim, *suit* or *loss* by an agent or *employee* of any insured shall not in itself constitute knowledge of the insured unless your partners, executive officers, directors, managers, members or a person who has been designated by them to receive reports of *accidents*, claims, *suits* or *loss* shall have received such notice from the agent or *employee*.

K. Waiver of Subrogation for Written Contracts

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition:

We waive any right of recovery we may have against a person or organization because of payments we make for *bodily injury* or *property damage* arising out of your use of a covered *auto* which occurs while under a contract with that person or organization. The waiver applies only to a person or organization with whom you have a written contract or agreement requiring you to waive the right of recovery under this policy. The written contract or agreement must have been executed prior to the *accident* causing *bodily injury* or *property damage*.

L. Worldwide Coverage Territory for Hired Autos

The following is added to paragraph B7 of Section IV - Business Auto Conditions in the Business Auto Coverage Form and to paragraph B7 of Section V - Motor Carrier Conditions in the Motor Carrier Coverage Form:

With respect to *autos* hired for 30 days or less, the coverage territory is extended to include all parts of the world if the insured's responsibility to pay damages is determined in a suit in the United States of America (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to.

M. Mental Anguish Coverage

The Definition of *bodily injury* is amended to include mental anguish.

N. Deductible Applicable to Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle Coverages and Electronic Logging Devices or Electronic On-Board Recorders

1. If *loss* to property covered by these extensions is the result of a *loss* to the covered *auto* under this Coverage Form's Comprehensive or Collision Coverage, then for each covered *auto* our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any

- (c) Handling, processing or packaging waste.
- (3) Any equipment or device used for the processing, fabricating or alloying of *special nuclear material* if at any time the total amount of such material in the custody of the *insured* at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (4) Any structure, basin, excavation, prem-

ises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

- g. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- h. "Property damage" includes all forms of radioactive contamination of property.

NEVADA CHANGES - DOMESTIC PARTNERSHIP

IL-0115R(1-10)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

- A. All references to spouse shall include an individual who is in a domestic partnership recognized under Nevada law.
- B. Under the Commercial Auto Coverage Part, the

term *family member* is replaced by the following:

"Family member" means a person related to the:

1. Individual Named Insured by blood, adoption, marriage or domestic partnership recognized under Nevada law, who is a resident of such Named Insured's household, including a ward or foster child; or
2. Individual named in the Schedule by blood, adoption, marriage or domestic partnership recognized under Nevada law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage - Broadened Coverage For Named Individual endorsement is attached.

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU

CA-7213(10-98)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

1. Who Is an Insured under Section II - Liability Coverage is amended to include any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on

your policy. Such persons or organizations are additional insureds only with respect to liability arising out of operations performed for the additional insured by you.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this Coverage Form, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**THE PREMIUM FOR THIS BLANKET WAIVER OF SUBROGATION
ENDORSEMENT APPLIES TO ALL OPERATIONS OF THE INSURED AND
WILL BE CHARGED AT 2% OF TOTAL MANUAL PREMIUM DEVELOPED FOR
THE STATE OF NEVADA. NO MINIMUM CHARGE APPLIES.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **09-01-19** Policy No. **WLV 5042812 01**
Insured **PJ BECKER & SONS CONSTRUCTION LLC**
Insurance Company **INSURANCE COMPANY OF THE WEST**

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Endorsement No.
Premium \$ **INCL.**

Countersigned By _____



NOTICE OF CANCELLATION TERMS AND CONDITIONS

Notice of cancellation is a policy right, not an unregulated service. For example, the *insured* can cancel immediately, so it would be impossible for the insurer to give you the notice you request. State law also grants the insurer the right to cancel for reasons such as nonpayment with less notice than you require.

The Insurance Carrier is obligated to mail or deliver written notice of cancellation to the first Named Insured only.

For the reason just cited, if our agency were to issue a certificate that provides the cancellation notice you request, we would do so with the full knowledge that it would be impossible to actually give that amount of notice under certain circumstances. As such, the certificate could be alleged to constitute a misrepresentation or fraud which could subject our agency and staff to serious civil and criminal penalties.

PERFORMANCE BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Principal Contractor, and _____, as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called OWNER, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said OWNER to perform all work required under the Bidding Schedule(s) Bid No. **Bid No. 2020-03** of the Owner's specifications, entitled, **TRAUMA 2ND FLOOR WASTE WATER REPLACEMENT**.

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on their part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the contract is hereby waived by said Surety.

SIGNED this _____ day of _____,
20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF
SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

(Appointed Agent Name)

(State of Nevada, License Number)

By: _____
(Signature)

(Appointed Agent Name)

(License Number and Issuing State)

By: _____
(Signature)

Address: _____

Address: _____

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Telephone: _____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

LABOR AND MATERIAL PAYMENT BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Contractor, and _____, as Surety, are held and firmly bound unto UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter called OWNER, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said OWNER to perform all work required under the Bid Schedule(s), **BID NO. 2020-03, Trauma 2nd Floor Waste Water Replacement.**

NOW THEREFORE, if said Contractor, or subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED this _____ day of _____,
20_____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF
SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

(Appointed Agent Name)

(State of Nevada, License Number)

By: _____
(Signature)

(Appointed Agent Name)

(License Number and Issuing State)

By: _____
(Signature)

Address: _____

Address: _____ Page 134 of 429

Telephone: _____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

BOND NUMBER: _____
BID NO. 2020-03

Trauma 2nd Floor Waste Water Replacement

GUARANTY BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

GUARANTEE for _____

(Name and Address of Prime Contractor)

We hereby guarantee that the **BID NO. 2020-03, Trauma 2nd Floor Waste Water Replacement**, which we have constructed, has been done in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of the Notice of Substantial Completion of the above named work by the University Medical Center of Southern Nevada, without any expense whatsoever to said University Medical Center of Southern Nevada, ordinary wear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within fourteen (14) calendar days after being notified in writing by University Medical Center of Southern Nevada, we collectively or separately, do hereby authorize University Medical Center of Southern Nevada to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

SIGNED this _____ day of _____,
20 _____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF
SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By: _____

(Signature)

Surety: _____

(Appointed Agent Name)

(State of Nevada, License Number)

By: _____

(Signature)

(Appointed Agent Name)

(License Number and Issuing State)

By: _____

(Signature)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

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ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

EXHIBIT C-1 MEDIATOR AGREEMENT

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

WHEREAS, _____ was awarded the **BID NO. 2020-03, Trauma 2nd Floor Waste Water Replacement**, and the OWNER and _____ entered into a contract entitled _____ ("Contract");

WHEREAS, a claim, dispute or controversy relating to the Contract has arisen between the Parties;

WHEREAS, the Parties have been unsuccessful in resolving the claim, dispute or controversy by informal negotiations as required in section _____ of the Contract,

WHEREAS, _____ has submitted a demand to _____ for non-binding informal mediation of the claim, dispute or controversy, pursuant to section _____ of the Contract;

WHEREAS, the Contract requires the Parties to mutually agree upon a private independent mediator to mediate the claim, dispute or controversy;

WHEREAS, the Parties have mutually agreed to hire Mediator in this matter;

WHEREAS, Mediator is willing to accept this appointment;

NOW THEREFORE, the County, Contractor and Mediator agree as follows:

1. Scope of Services

The Parties hereby retain and appoint Mediator to mediate the above-referenced claim, dispute or controversy arising out of the Contract. Mediator agrees to conduct a mediation in accordance with section 7 of the General Conditions of the Contract and consistent with the most current version of "The Model Standards of Conduct for Mediators" as approved by the American Arbitration Association. Additionally, Mediator agrees to conduct the mediation consistent with sections addressing "Mediator's Impartiality and Duty to Disclose", "Duties and Responsibilities of the Mediator" and "Confidentiality" of the current version of the "Construction Industry Mediation Procedures" as approved by the American Arbitration Association.

2. Mediator's Fees and Expenses

Mediator will charge an hourly rate of \$_____ for his services as a mediator. The Parties are equally responsible for the cost of the Mediator. The County is responsible for fifty-percent (50%) of the fees of Mediator and Contractor is responsible for fifty-percent (50%) of the cost of Mediator.

OWNER and Contractor agree to reimburse Mediator for reasonable expenses including, but not limited to, long distance telephone calls, photocopying and mailing fees.

3. Billing

Mediator will provide, on a monthly basis, invoices to OWNER and Contractor itemizing all services provided. Mediator agrees to bill OWNER for its fifty-percent (50%) share and Mediator agrees to bill the Contractor for its fifty-percent (50%) share. Mediator understands and agrees that the Parties are only responsible for their respective fifty-percent (50%) shares. If the Contractor does not pay Mediator its fifty-percent (50%) share of the fees, then OWNER is not responsible. Likewise, if OWNER does not pay Mediator its fifty-percent (50%) share of the fees, then the Contractor is not responsible.

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OWNER and Contractor agree to make payment for Mediator's fees and expenses within sixty (60) days after receipt of such billings.

4. Term

The term of this Agreement shall commence on the date of this Agreement and shall continue until Mediator concludes the above-referenced matters on which he is serving as the Parties' Mediator.

5. Amendment and Modification

No provision of this Agreement will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the authorized agents of both parties.

6. Applicable Law

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

7. Exclusive Benefit of the Parties

Except as specifically provided in this section, this Agreement is not intended to create any rights, powers or interests in any third party and this Agreement is entered into for the exclusive benefit of OWNER, Contractor, and Mediator.

8. Notices

Any notice required or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States Mail at the following addresses:

To OWNER:

To Contractor:

To Mediator:

Either party may, at any time and from time to time, change its address by written notice to the other party.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties and may only be modified, supplemented or amended by a written agreement signed by both parties.

(SIGNATURE ON NEXT PAGE)

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

C-3

EXHIBIT C-2

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (hereinafter referred to as ("Confidentiality Agreement")) is made and entered into this ____ day of _____, 20__ by and between the University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (OWNER), and _____ ("_____"). County and _____ are collectively referred to as "Parties".

RECITALS

WHEREAS, _____ was awarded **BID NO. 2020-03** for the **TRAUMA 2ND FLOOR WASTE WATER REPLACEMENT** Project, and OWNER and _____ entered into a contract entitled for the Project ("Contract");

WHEREAS, a claim, dispute or controversy relating to the Contract has arisen between the Parties;

WHEREAS, the Parties have been unsuccessful in resolving the claim, dispute or controversy by informal negotiations as required in section _____ of the Contract,

WHEREAS, _____ has submitted a demand to _____ for non-binding informal mediation of the claim, dispute or controversy, pursuant to section _____ of the Contract;

WHEREAS, pursuant to section _____ of the Contract, the Parties are required to enter into this Confidentiality Agreement as a condition of the informal nonbinding mediation prior to the commencement of the mediation;

NOW THEREFORE, in consideration of the premises and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

AGREEMENT

IT IS HEREBY AGREED by and between the Parties, their directors, officers, representatives and employees to maintain the confidentiality of the mediation and not disclose any statements, documents or information of merit or substance relating to the mediation. The Parties agree not to rely upon or introduce as evidence in any arbitral, judicial, or other proceedings the following:

a) views expressed or suggestions or offers made by another party or the mediator in the course of the mediation proceedings, with respect to a possible settlement of a dispute, and with respect to negotiations that preceded the mediation;

b) admissions made by another party in the course of the mediation proceedings and negotiations that preceded the mediation relating to the merits of the dispute;

c) written and oral statements made or documents exchanged;

d) proposals made or views expressed by the mediator; or

e) the fact that another party had or had not indicated willingness to a proposal for settlement made by another party or the mediator.

The confidentiality of this provision is waived in the event the disclosure constitutes probative evidence in a pending action alleging negligence or willful misconduct of the mediator.

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IT IS FURTHER AGREED by and between the Parties, their directors, officers, representatives and employees that no cause of action may be asserted based upon the manner in which the mediation is conducted or what transpires during the mediation proceeding.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: Mason VanHouweling
Chief Executive Officer

By: _____

Name: _____

Its: _____

STATE OF NEVADA)
COUNTY OF CLARK) ss.

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

WITNESS my hand and official seal.

NOTARY PUBLIC

EXHIBIT D
Contractor Acknowledgement of UMC Procedures & Practices

Check In/Check Out Procedures

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

Parking

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

System/Utilities Shutdown Notification

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

Structural Fire Proofing

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

Hot Work

A Hot Work Permit is required for all temporary operation involving open flame or producing heat and/or sparks. This includes, but not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch Applied Roofing, Welding. Permits are available in the Engineering Department office. All requirements and guidelines listed on the Hot Work Permit shall be followed. UMC Safety Manager or designee will conduct an inspection of location prior to commencement of Hot Work. Fire watch shall be initiated upon completion of Hot Work. Contractor shall have fully charged and serviceable fire extinguisher at Hot Work location at all times when engaged in Hot Work. Flammables and combustibles shall be removed prior to work. Current Hot Work Permit is mandatory. If performing any of the above-mentioned duties. If observed engaged in Hot Work without required permit work will be stopped immediately in addition to removal of offending contractor from property. **In the event that a fire alarm is activated do to negligence of the Contractor the City of Las Vegas will issue a \$1000.00 fine. Contractor will be responsible for payment.**

Above the Ceiling Work

Work of any kind of work being performed above the ceiling level must be reported to Engineering Department and be issued a contractor badge with red dot. This badge with red dot is your "permit". If you are performing any work above the ceiling are not displaying a badge, you will be told to stop all work and may be asked to leave the property immediately.

Wall Penetrations

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

Accident Reporting

Accidents happen and are to be reported to the Engineering Department immediately. Failure to notify the Engineering Department immediately can result in a contractor/vendor or contractor/vendor employee being permanently banned from working at this facility. Any contractor/vendor or their employee found to be working in an unsafe manner can be asked to leave the property immediately.

Infection Control

The following precautions should be taken to maintain safety: Isolate HVAC system to prevent contamination of duct system; construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site, or they can wear cloth or paper coveralls that are removed each time they leave the work site; all personnel entering work site are required to wear shoe covers or use sticky mats to trap dirt/dust, shoe covers must be changed each time the worker exits the work area or sticky mats changed whenever they lose their stickiness; contain construction waste before transport in tightly covered/taped containers; wet mop area with disinfectant; remove barrier material carefully to minimize spreading of dirt and debris associated with construction.

Contractor – Safety

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

Your emergency contact: Name: _____ Number: _____

Fire Codes - announcement via overhead paging system

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

Hospital Codes - announcement via overhead paging system

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

Emergency Exits

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

Partitions

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

Chemicals

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

Noise

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

Electrical

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

Smoking

Smoking is prohibited on UMC property.

Waste

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

OSHA

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

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

Print Employee Name

Signature

Date

Company

EXHIBIT E
Infection Control Risk Assessment for Construction
(ICRA)

Site:
Date of evaluation:

Step One:

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

TYPE A	Inspection and Non-Invasive Activities. Includes, but is not limited to: ▪ removal of ceiling tiles for visual inspection, limited to 1 tile per 50 square feet ▪ painting (but not sanding) ▪ wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.
TYPE B	Small scale, short duration activities which create minimal dust Includes, but is not limited to: ▪ installation of telephone and computer cabling ▪ access to chase spaces ▪ cutting of walls or ceiling where dust migration can be controlled.
TYPE C	Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies Includes, but is not limited to: ▪ sanding of walls for painting or wall covering ▪ removal of floor coverings, ceiling tiles and casework ▪ new wall construction ▪ minor duct work or electrical work above ceilings ▪ major cabling activities ▪ any activity which cannot be completed within a single work shift.
TYPE D	Major demolition and construction projects Includes, but is not limited to: ▪ activities which require consecutive work shifts ▪ requires heavy demolition or removal of a complete cabling system ▪ new construction.

Step Two:

Using the following table, identify the patient risk groups that will be affected. If more than one risk group will be affected, select the higher risk group:

Low Risk	Medium Risk	High Risk	Highest Risk
- Office areas - Unoccupied Space	- Cardiology - Echocardiography - Endoscopy - Nuclear Medicine - Physical Therapy - Radiology/MRI - Respiratory Therapy	- CCU - Emergency Room - Labor & Delivery - Laboratories (specimen) - Newborn Nursery - Outpatient Surgery - Pediatrics - Pharmacy - Post Anesthesia Care Unit - Surgical Units - Maternity	- Any area caring for immunocompromised patients - Cardiac Cath Lab - Central Sterile Supply - Intensive Care Units - Medical Unit - Negative pressure isolation rooms - Oncology - Operating rooms, including C-section rooms

Step Three:

Match the patient risk group (low, medium, high, highest) with the planned project type (A, B, C, D) on the following matrix, to find the level of infection control activities which are required. The color-coded precautions are delineated on the next page.

Attachment 1 Construction Activity/Infection Control Matrix

Patient Risk Level	Construction Project Type			
	TYPE A	TYPE B	TYPE C	TYPE D
Low Risk Group	I	II	II	III/IV
Medium Risk Group	I	II	III	IV
High Risk Group	I	II	III/IV	IV
Highest Risk Group	II	III/IV	III/IV	IV

Note: Infection Control approval will be required when the Construction Activity and Risk Level indicate that Class IV Type C control procedures are necessary.

Infection Control Precautions

During Construction Project

Upon Completion of Project

	During Construction Project	Upon Completion of Project
CLASS I	Execute work by methods to minimize raising dust from construction operations. Immediately replace a ceiling tile displaced for visual inspection	
CLASS II	1. Provide active means to prevent airborne dust from dispersing into atmosphere. 2. Water-mist work surfaces to control dust while cutting. 3. Seal unused doors with duct tape. 4. Block off and seal air vents. 5. Place dust mat at entrance and exit of work area. 6. Remove or isolate HVAC system in areas where work is being performed.	1. Wipe work surfaces with disinfectant. 2. Contain construction waste before transport in tightly covered containers. 3. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. 4. Remove isolation of HVAC system in areas where work is being performed.
CLASS III	1. Remove or Isolate HVAC system in area where work is being done to prevent contamination of duct system. 2. Complete all critical barriers, i.e. sheetrock, plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. 3. Maintain negative air pressure within work site, utilizing HEPA equipped air filtration units. 4. Contain construction waste before transport in tightly covered containers. 5. Cover transport receptacles or carts. Tape covering unless solid lid.	1. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Dept. 2. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. 3. Vacuum work area with HEPA filtered vacuums. 4. Wet mop area with disinfectant. 5. Remove isolation of HVAC system in areas where work is being performed.
CLASS IV	1. Isolate HVAC system in area where work is being done to prevent contamination of duct system. 2. Complete all critical barriers, i.e. sheetrock, plywood, plastic, to seal area from non-work area, or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. 3. Maintain negative air pressure within work site, utilizing HEPA equipped air filtration units. 4. Seal holes, pipes, conduits, and punctures appropriately. 5. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site, or they can wear cloth or paper coveralls that are removed each time they leave the work site. 6. All personnel entering work site are required to wear shoe covers. Shoe covers must be changed each time the worker exits the work area. 7. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Department.	1. Remove barrier material carefully to minimize spreading of dirt and debris associated with construction. 2. Contain construction waste before transport in tightly covered containers. 3. Cover transport receptacles or carts. Tape covering unless solid lid 4. Vacuum work area with HEPA filtered vacuums. 5. Wet mop area with disinfectant. 6. Remove isolation of HVAC system in areas where work is being performed.

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

Unit Below	Unit Above	North	South	East	West
Risk Group	Risk Group	Risk Group	Risk Group	Risk Group	Risk Group

Step Five: Identify specific site of activity, e.g. Patient room, medication room, etc.

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

Step Seven: Identify containment measures, using prior assessment.

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

(Note: Renovation/construction area shall be isolated from the occupied areas during construction and shall be negative with respect to surrounding areas.)

Step Eight: Consider potential risk of water damage. Is there a risk due to compromising structural integrity? (e.g. wall, ceiling, roof)

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

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

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

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

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

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

Note: Identify and communicate the responsibility for project monitoring that includes infection control concerns and risks. The ICRA may be modified throughout the project. Revision must be communicated to the Project Manager.

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), 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 Counsel 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, Pacific Islander 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 Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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:						
(Include d.b.a., if applicable)						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

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

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

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

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

Signature	Print Name
Title	Date

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

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

For County Use Only:

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

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

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

REPRESENTATIONS AND CERTIFICATIONS

The prospective bidder/proposer, _____ certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or affiliates
 - a. Are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and
 - b. Has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").
2. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
3. Have within a three (3)-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
4. Have not within a five (5) -year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification; and,
6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Printed Name & Title of Authorized Representative**Bid Number**

Signature of Authorized Representative

Date

I am unable to certify to the above statement. My explanation is attached.

Page 15 of 429

Signature

Date

Bid Number

Progress Billing

PO: _____
Application: _____
Date: _____

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

Project Name
Location

Application For Payment On Contract

Original PO Contract Amount.....
Net Change by Change Order.....
Contract Sum.....
Total Complete to Date.....
Total Retained.....
Total Earned Less Retained.....
Less Previous Billings.....
Current Payment Due
Balance on Contract.....

Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor: _____ Date: _____

Make Checks Payable to: _____
Address: _____

BID NO. 2020-03
Trauma 2nd Floor Waste Water Replacement

Date: _____

Description of Work	Contract	Changes	Current Comp.	Previous	Total Comp.	%	Balance	Retained
---------------------	----------	---------	---------------	----------	-------------	---	---------	----------

These line items will come from our bid document... It will be job specific.

[illegible]

WEEKLY WAGE AND HOUR REPORT OF PUBLIC WORK CONTRACTORS FOR THE PAYROLL PERIOD ENDING _____

Month and Day _____ Year _____

Pursuant to Chapter 338 of NRS and NAC, respectively, the contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name and the actual per diem, wages and benefits paid to each workman employed by him in connection with the public work. The contractor or subcontractor shall ensure that a copy of the record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month.

Report # _____ ☐ Regular Weekly Report ☐ Final Report for Project Bid/Project # _____ PWP- _____

Project Title _____
☐ Prime Contractor Name & Address _____ Public Body Awarding Contract _____ License # _____

☐ Subcontractor Name & Address _____ License # _____

Report Hours For Above Referenced Public Works Project Only

Report Month 1 of Above Referenced Public Works Project Only																	
Employee Name & State/Jurisdiction that Issued Identification	Work Classification	Hours Worked By Day							Total Hours For Week	Hourly Rate Of Pay	Hourly Fringe Benefit Contribution				Gross Amount Earned For Week	Net Wage Paid For Week	
		S	M	T	W	T	F	S			H & W	Pen.	Vac.	App. Trg			Other
		S															
		O															
		S															
		O															
		S															
		O															

_____ to _____
Month and Day Year

1. That no deductions have been made from the wages earned by any person so listed other than those permissible or required by law.
2. That any apprentice listed herein is registered in a bona fide apprenticeship program.
3. Check all that apply:

- ☐ The contractor is signatory to a collective bargaining agreement with some or all of its employees.
- ☐ Each employee listed has been paid the required applicable wages plus the amount of fringe benefits listed in their contract.
- ☐ Each employee listed has been paid the required applicable wages per hour with no fringe benefit contributions paid by the contractor.

Contractor Name:	Address:
Telephone:	Fax:

NRS 338.070:

4. The contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name and the actual per diem, wages and benefits paid to each workman employed by him in connection with the public work.
5. The record must be open at all reasonable hours to the inspection of the public body awarding the contract, and its officers and agents. The contractor or subcontractor shall ensure that a copy of the record for each calendar month is received by the public body awarding the contract no later than 15 days after the end of the month. The copy must be open to public inspection as provided in NRS 239.010. The record in the possession of the public body awarding the contract may be discarded by the public body 2 years after final payment is made by the public body for the public work.
6. Any contractor or subcontractor, or agent or representative thereof, performing work for a public work who neglects to comply with the provisions of this section is guilty of a misdemeanor.

BID NO. 2020-03
Trauma 2nd Floor Waste Water Replacement
WORKERS EMPLOYED REPORT (A) (PER N.R.S. 338.070)

Project Number: _____ Date: _____

Project Name: _____ PWP Number: CL-2020-61 _____

General Contractor: _____ Subcontractor: _____

Prepared by: _____ Contact Number: _____

Email Address: _____

	Worker Name	Workers Occupation	Has a Driver's License or Identification Card	State Issued	Wages	Per Diem	Benefits
1			☐ YES or ☐ NO				
2			☐ YES or ☐ NO				
3			☐ YES or ☐ NO				
4			☐ YES or ☐ NO				
5			☐ YES or ☐ NO				
6			☐ YES or ☐ NO				
7			☐ YES or ☐ NO				
8			☐ YES or ☐ NO				
9			☐ YES or ☐ NO				
10			☐ YES or ☐ NO				
11			☐ YES or ☐ NO				
12			☐ YES or ☐ NO				
13			☐ YES or ☐ NO				
14			☐ YES or ☐ NO				
15			☐ YES or ☐ NO				
16			☐ YES or ☐ NO				
17			☐ YES or ☐ NO				
18			☐ YES or ☐ NO				
19			☐ YES or ☐ NO				
20			☐ YES or ☐ NO				

**DO NOT INCLUDE ANY LICENSE OR I.D. NUMBERS
WORKERS EMPLOYED REPORT (B)** (PER N.R.S. 338.070)

Project Number: _____

Date: _____

Project Name: _____

PWP Number: CL-2020-61

General Contractor: _____

Subcontractor: _____

Prepared by: _____

Contact Number: _____

Email Address: _____

	Worker Name	Driver's License No. or Identification No.	State Issued	First day on Project	Last day on Project
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

CONFIDENTIAL
NON-APPORTIONED VEHICLE REPORT

Project Number:	_____	Date:	_____
Project Name:	_____	PWP Number:	CL-2020-61 _____
General Contractor:	_____	Subcontractor:	_____
Prepared by:	_____	Contact Number:	_____
Email Address:	_____		

	OWNER Name	Vehicle Description	License No. and State
1			
2			
3			
4			
5			
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MATERIALS PURCHASED REPORT

Project Number: _____		Date: _____
Project Name: _____		PWP Number: CL-2020-61 _____
General Contractor: _____		Subcontractor: _____
Prepared by: _____		Contact Number: _____
Email Address: _____		

	Material Supplier Name	Address	Materials Purchased
1			
2			
3			
4			
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6			
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8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

CLOSEOUT DOCUMENTATION SUMMARY REPORT OF SUBCONTRACTORS

Project Number: _____

Date: _____

Project Name: _____

PWP Number: CL-2020-61

General Contractor: _____

Subcontractor: _____

Prepared by: _____

Contact Number: _____

Email Address: _____

	Subcontractor Name	*BEG	Ethnicity	Address	Bid Item or Work Performed	Value of Contract
1						
2						
3						
4						
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*Reference Instruction to Bidders for definitions.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
BID NO. 2020-03

TRAUMA 2 WASTE WATER PROJECT
Addendum Date: February 18, 2020

ADDENDUM NO. 1

Additional Information

UMC will host an **OPTIONAL** site walk on Monday, February 24 at 2:00 p.m. If you would like to attend, please meet UMC representatives at 2:00 p.m. sharp in the lobby of the Delta Point Building, located at 901 Rancho Lane, Las Vegas, NV 89102. No questions will be answered at this site walk; rather, it is an opportunity for interested Bidders and subcontractors to review the PICU Suite unavailable during the mandatory site walk.

Issued by

If you have any questions, please contact me at (702) 207-8846, or via email at frances.heiy@umcsn.com.

Issued by:

Frances Heiy
Contracts Specialist
UMC

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
BID NO. 2020-03**

**TRAUMA 2 WASTE WATER PROJECT
Addendum Date: March 12, 2020**

ADDENDUM NO. 2

Additional Information

1. This Addendum contains responses to all questions related to this Bid that UMC received by the Thursday, February 27, 2020 deadline. See "Questions and Answers" section below.
2. UMC has revised portions of the Scope of Work for this Bid to include Bid 2020-03 T2 Waste Water Plumbing Standards (779492).zip. Please see below "Changes/Clarifications" section for important information regarding these changes, and make sure you have reviewed all documentation related to this Bid, which can be found on the Clark County Purchasing website under the appropriate opportunity number. This documentation includes the following files:
 - American Standard rear spud toilet
 - American Standard Spec Sheet 0321.026.020
 - American Standard Spec Sheet 3351.101.020
 - Bemis Toilet Seat 1955CT
 - Brasscraft SCR19X C
 - CHICAGO FAUCETS 895-317GN8AE3ABCP
 - Dearborn 704-1
 - Dearborn 760-1
 - Sloan ROYAL 111.16
 - Zurn Z8946-3-NT
3. Reminder: Bids are due on or before **Tuesday, March 24, 2020, at 2:00:00 p.m.**, based on the time clock at UMC's Materials Management front desk. A public Bid Opening will take place immediately thereafter in Ambulatory Conference Room. Please review the Bid Document for more information regarding Bid acceptance and delivery methods.

Questions and Answers

Attention Bidders: The responses in this section address questions received by UMC in reference to the above-mentioned Bid. They are intended to clarify information contained in the Bid Document. Some questions have been edited for clarity, grammar and/or spelling.

1. **Will background checks be required since Contractor will be working in and near the PICU/NICU?** There are no current requirements for a background check for any workers to perform onsite here at UMC. Contractors will be required to register their workers at a free vendor registration site. There are Infection Control requirements for annual TB testing of all personnel who will be part of the project. Flu shots are strongly suggested but not required. Masks will need to be worn if there is no flu vaccination.
2. **Water will need to be shut off in multiple areas and at multiple times, this will affect the areas of non-highlighted work areas. Is the hospital aware?** Water supply interruptions will be scheduled 48 hours in advance in order to coordinate with affected units. This is a soiled line replacement project and as such there may be flow from areas which are not part of the current phase of the project. It will likely be necessary to perform work with live lines. The hours of this work would be scheduled during low flow volumes (early morning). This will also be coordinated with staff so they are aware and can assist with reducing use in the affected areas during performance of the work as much as possible from a clinical perspective.

3. **Does the hospital plan to shut down any of the units while under construction?** The plan is to shut down 2 patient rooms that have back to back plumbing on the 2nd floor and install containment barriers as appropriate at the first floor areas. Wherever possible 1st floor areas and rooms will be closed as appropriate.
4. **What type of sound insulation is being requested for around the new PVC pipe?** Fiberglass pipe wrap. Must meet Class A or flame spread of 25 or less for NFPA compliance.
5. **With 5 days of work in each section, what time frame will we be working with for the plumbers to get into the ceilings etc., and then to be remounting fixtures?** This schedule has worked in other areas of similar scope. It is the responsibility of the successful bidder to determine the best means and methods of sequencing the work to maintain the schedule.
6. **If fixtures break on removal from old age, I.E. Water closets or Lavatories etc., what is the plan of action to replace them?** Per specifications all plumbing fixtures and parts are to be supplied and installed new. Refer to plumbing specification sheets/ attachments for further information.
7. **Would there be a possibility of extending the RFI period another two weeks?** No, the schedule is firm.
8. **Clarification on plastic piping –** Piping is to be Schedule 40 DWV PVC piping.

Changes / Clarifications

1. The list of Specifications and Drawings contained in Exhibit A: Scope of Work in the Bid Document, is expanded to include the following file, Bid 2020-03 T2 Waste Water Plumbing Standards (779492).zip, which is available on the Clark County Purchasing website or via CD;
 - American Standard rear spud toilet
 - American Standard Spec Sheet 0321.026.020
 - American Standard Spec Sheet 3351.101.020
 - Bemis Toilet Seat 1955CT
 - Brasscraft SCR19X C
 - CHICAGO FAUCETS 895-317GN8AE3ABCP
 - Dearborn 704-1
 - Dearborn 760-1
 - Sloan ROYAL 111.16
 - Zurn Z8946-3-NT
2. Other than the items included previously in this Addendum, there are no further changes or clarifications.

Issued by

Page 16 of 429

Should you have any questions, please contact me at (702) 207-8846 or via email at frances.heiy@umcsn.com.

Issued by:

Frances Heiy
Contracts Specialist
UMC

American Standard

Style That Works Better

 **BARRIER FREE**

**AFWALL® FloWise® ELONGATED TOILET
LESS EVERCLEAN®**

- Wall-mounted flushometer valve toilet
- Vitreous china
- Conventional glaze
- High Efficiency, Low Consumption. Operates in the range of 1.1 gpf to 1.6 gpf (4.2 Lpf to 6.0 Lpf)
- Meets definition of HET (High Efficiency Toilet) when used with a high efficiency flush valve (1.28 gpf or 1.6 / 1.1 gpf dual flush)
- Condensation channel
- Elongated bowl
- Powerful direct-fed siphon jet action
- 1-1/2" inlet spud
- Fully-glazed 2-1/8" trapway
- 10" x 12" water surface area
- 100% factory flush tested

- ☐ **2257.001** Elongated bowl only, top spud
- ☐ **2633.001** Elongated bowl only, top spud with slotted rim for bedpan holding (White only)
- ☐ **2634.001** Elongated bowl only, back spud

System MaP® Score:

- 1,000 grams of miso @ 1.6 gpf or 1.28 gpf when used with an American Standard flush valve

* Maximum Performance (MaP) testing performed by IAPMO R&T Lab. MaP Report conducted by Veritec Consulting, Inc. and Koeller and Company.

Component Parts:

- ☐ **047007-0070A** Inlet Spud (furnished with bowl)

Nominal Dimensions:

660 x 356 x 381mm
(26" x 14" x 15")

Recommended working pressure—between
25 psi at valve when flushing and 80 psi static

Fixture only, less seat, bolt caps, and
flushometer valve

Compliance Certifications -

Meets or Exceeds the Following Specifications:

- ASME A112.19.2-2008/CSA B45.1-08 for Vitreous China Fixtures



MEETS THE AMERICANS WITH DISABILITIES ACT GUIDELINES
AND ANSI A117.1 REQUIREMENTS FOR ACCESSIBLE AND USABLE
BUILDING FACILITIES - CHECK LOCAL CODES.

- When installed so top of seat is 432 to 483mm (17" to 19") from the finished floor.

**AFWALL® FloWise® ELONGATED
FLUSHOMETER TOILET**
VITREOUS CHINA LESS EVERCLEAN®



SEE REVERSE FOR ROUGHING-IN DIMENSIONS

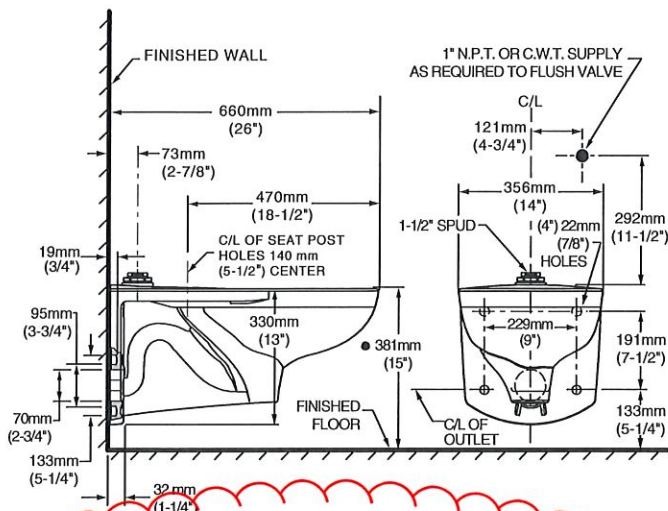
To Be Specified:

- ☐ Color: ☐ White ☐ Bone
- ☐ Seat:
 - ☐ American Standard #5901.100 Heavy duty open front less cover
 - ☐ American Standard #5905.100 Extra heavy duty open front less cover
- ☐ Flushometer Valve:
 - ☐ 1.6 gpf:
 - ☐ Sensor-Operated: American Standard Selectronic® DC Power #6065.161.002 (Top Spud)
 - ☐ Sensor-Operated: American Standard Selectronic® AC Power #6067.262.002 (Back Spud)
 - ☐ Manual: American Standard #6047.161.002 (Top Spud)
 - ☐ 1.28 gpf:
 - ☐ Sensor-Operated: American Standard Selectronic® DC Power #6065.121.002 (Top Spud)
 - ☐ Sensor-Operated: American Standard Selectronic® AC Power #6067.222.002 (Back Spud)
 - ☐ Manual: American Standard #6047.121.002 (Top Spud)
 - ☐ 1.6 / 1/1 gpf Dual Flush:
 - ☐ Sensor-Operated: American Standard Selectronic® DC Power #6065.761.002 (Top Spud)

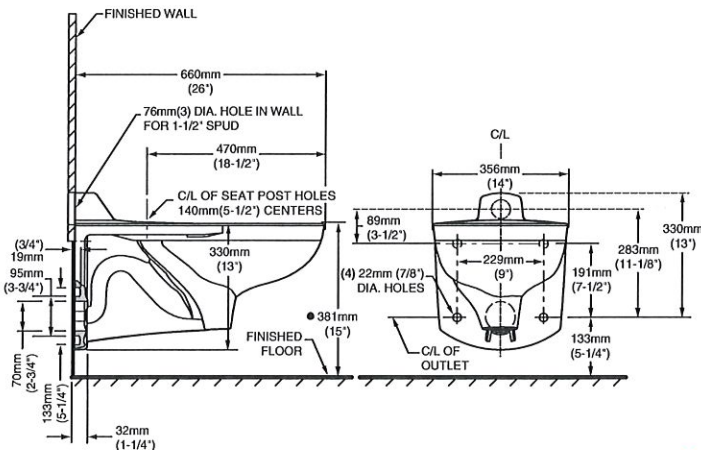
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2257.001/2633.001



2634.001



NOTES:

● Toilet designed to meet ADA accessibility standards when top of seat height set at 432 to 458mm (17" to 18") from finished floor.

PRODUCT 2257 SHOWN, 2366 SAME EXCEPT WITH SLOTTED RIM FOR BED PAN HOLDING.

WASTE OUTLET SEAL RING MUST BE NEOPRENE OR GRAPHITE-FELT (WAX RING NOT RECOMMENDED).

SUGGESTED 2mm (1/16") CLEARANCE BETWEEN FACE OF WALL AND BACK OF BOWL.

TO COMPLY WITH AREA CODE GOVERNING THE HEIGHT OF VACUUM BREAKER ON THE FLUSHOMETER VALVE, THE PLUMBER MUST VERIFY DIMENSIONS SHOWN FOR SUPPLY ROUGHING.

FLUSHOMETER VALVE NOT INCLUDED WITH FIXTURE AND MUST BE ORDERED SEPARATELY.

CARRIER FITTING AS REQUIRED TO BE FURNISHED BY OTHERS. PROVIDE SUITABLE REINFORCEMENT FOR ALL WALL SUPPORT.

IMPORTANT: Dimensions of fixtures are nominal and may vary within the range of tolerances established by ANSI Standard A112.19.2. These measurements are subject to change or cancellation. No responsibility is assumed for use of superseded or voided pages

Declyn™ Wall-Hung Lavatory

- Wall-hung sink
- Vitreous china
- Rear overflow
- Soap depression
- Faucet ledge
Shown with 2000.101 Ceramix faucet
(not included)

☐ **0321.026** With wall hanger (Illustrated)
Faucet holes on 102mm (4") centers

☐ **0321.075** For concealed arms support
Faucet holes on 102mm (4") centers

Nominal Dimensions:

470 x 432mm
(18-1/2" x 17")

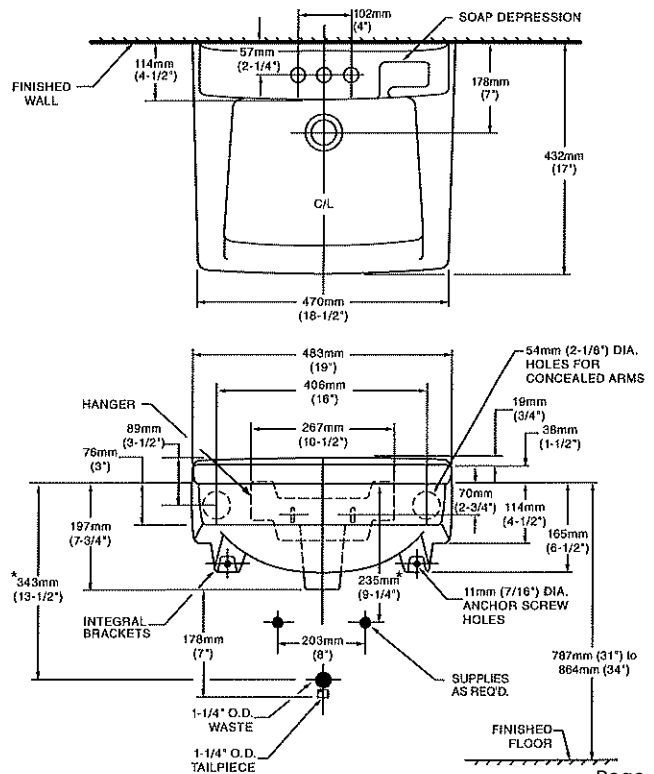
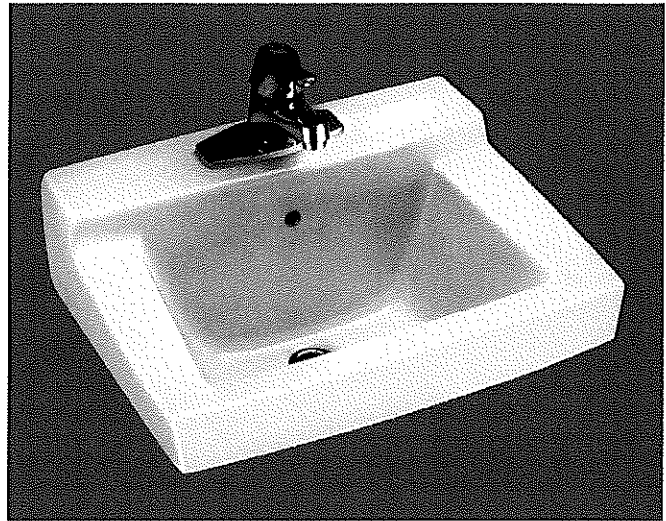
Bowl sizes:

362mm (14-1/4") wide
273mm (10-3/4") front to back
152mm (6") deep

Compliance Certifications -

Meets or Exceeds the Following Specifications:

- ASME A112.19.2/CSA 45.1



To Be Specified:

- ☐ Color: ☐ White
- ☐ Faucet*:
- ☐ Faucet Finish:
- ☐ Supplies:
- ☐ 1-1/4" Trap:
- ☐ Nipple:
- ☐ Concealed Arms Support (by others):

* See faucet section for additional models available

NOTES:

* DIMENSIONS SHOWN FOR LOCATION OF SUPPLIES AND "P" TRAP ARE SUGGESTED. PROVIDE SUITABLE REINFORCEMENT FOR ALL WALL SUPPORTS. FITTINGS NOT INCLUDED AND MUST BE ORDERED SEPARATELY.

IMPORTANT: Dimensions of fixtures are nominal and may vary within the range of tolerances established by ANSI Standard A112.19.2. These measurements are subject to change or cancellation. No responsibility is assumed for use of superseded or voided pages.

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Afwall® Millennium™ FloWise® Elongated Flushometer Toilet

VITREOUS CHINA with EVERCLEAN®



Afwall® Millennium™ FloWise® Elongated Flushometer Toilet with EverClean®

- Wall-mounted flushometer valve toilet
- Vitreous china
- High Efficiency, Low Consumption. Operates in the range of 1.1 gpf to 1.6 gpf (4.2 Lpf to 6.0 Lpf)
- Meets definition of HET (High Efficiency Toilet) when used with a high efficiency flush valve (1.1 gpf - 1.6 gpf or 1.28/1.1 gpf dual flush)
- Maximum Performance (MaP) score of 1,000 grams at 1.1 gpf - 1.6 gpf
- Permanent EverClean® antimicrobial surface inhibits the growth of stain- and odor-causing bacteria, mold, and mildew on the surface
- Condensation channel
- Concealed trapway design
- Elongated bowl
- Powerful direct-fed siphon jet action
- 1-1/2" inlet spud
- Fully-glazed 2-1/8" trapway
- 10" x 12" water surface area
- Tested to support static weight load of 1,000 lbs. (454 kg)

- ☐ **3351.101** Elongated bowl only, top spud
- ☐ **3352.101** Elongated bowl only, top spud with slotted rim for bedpan holding
- ☐ **3353.101** Elongated bowl only, back spud
- ☐ **3354.101** Elongated bowl only, back spud with slotted rim for bedpan holding

System MaP* Score:

- 1,000 grams of miso @ 1.1 gpf to 1.6 gpf when used with an American Standard flush valve
- * Maximum Performance (MaP) testing performed by IAPMO R&T Lab. MaP report conducted by Gauley Associates Ltd. and Koeller and Company.

Component Parts:

- ☐ **047007-0070A** Inlet Spud (furnished with bowl)

Nominal Dimensions:

660 x 356 x 381mm
(26" x 14" x 15")

Recommended working pressure—between
25 psi at valve when flushing and 80 psi static

Fixture only, less seat, bolt caps, and
flushometer valve

Compliance Certifications -

Meets or Exceeds the Following Specifications:

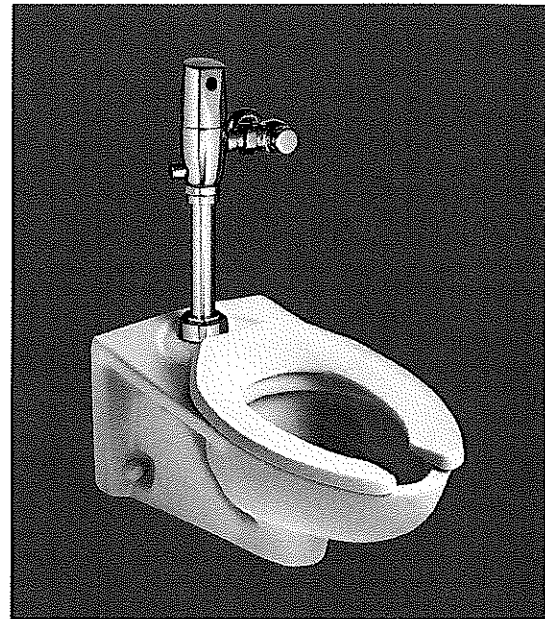
- ASME A112.19.2/CSA B45.1 for Vitreous China Fixtures

* This product is not recommended for bariatric use.



MEETS THE AMERICANS WITH DISABILITIES ACT GUIDELINES
AND ANSI A117.1 REQUIREMENTS FOR ACCESSIBLE AND USABLE
BUILDING FACILITIES - CHECK LOCAL CODES.

- When installed so top of seat is 432 to 483mm (17" to 19") from the finished floor.



SEE REVERSE FOR ROUGHING-IN DIMENSIONS

To Be Specified:

- ☐ Color: ☐ White
- ☐ Seat:
 - ☐ American Standard #5901.100 Heavy duty open front less cover
 - ☐ American Standard #5905.100 Extra heavy duty open front less cover
- ☐ Flushometer Valve:
 - ☐ 1.6 gpf:
 - ☐ Sensor-Operated: American Standard Selectronic® DC Power #6065.161.002 (Top Spud)
AC Power #6067.161.002 (Top Spud)
 - ☐ Manual: American Standard #6047.161.002 (Top Spud)
 - ☐ 1.28 gpf:
 - ☐ Sensor-Operated: American Standard Selectronic® DC Power #6065.121.002 (Top Spud)
AC Power #6067.121.002 (Top Spud)
 - ☐ Manual: American Standard #6047.121.002 (Top Spud)
 - ☐ 1.6 / 1.1 gpf Dual Flush:
 - ☐ Sensor-Operated: American Standard Selectronic® DC Power #6065.761.002 (Top Spud)
AC Power #6067.761.002 (Top Spud)
 - ☐ 1.28 / 1.1 gpf Dual Flush:
 - ☐ Sensor-Operated: American Standard Selectronic® DC Power #6065.721.002 (Top Spud)
AC Power #6067.721.002 (Top Spud)

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ENVIRONMENTAL
PRODUCT
DECLARATION



When used with
1.1 or 1.28 gpf
toilet flush valves



ADA
COMPLIANT

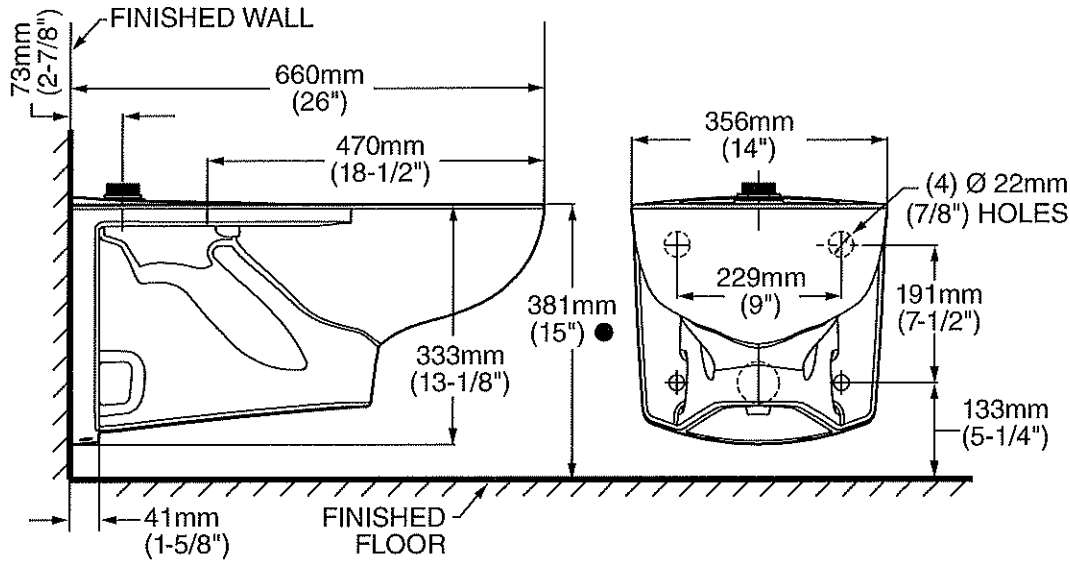


EVERCLEAN

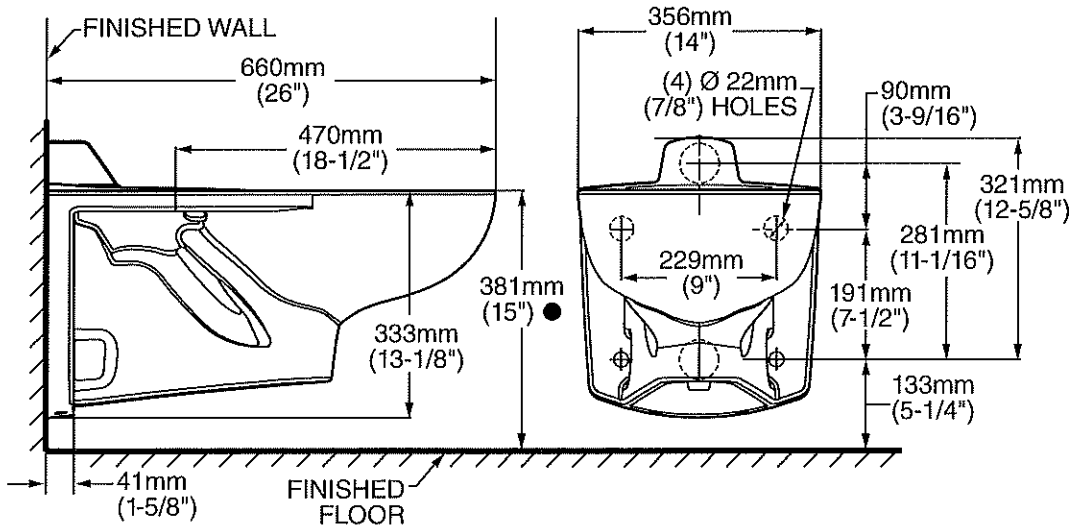


WATER
EFFICIENT

3351.101/3352.101



3353.101/3354.101



NOTES:

● Toilet designed to meet ADA accessibility standards when top of seat height set at 432 to 483mm (17" to 19") from finished floor.

PRODUCT 3351 AND 3353 SHOWN, 3352 AND 3354 SAME EXCEPT WITH SLOTTED RIM FOR BED PAN HOLDING.

WASTE OUTLET SEAL RING MUST BE NEOPRENE OR GRAPHITE-FELT (WAX RING NOT RECOMMENDED).

SUGGESTED 2mm (1/16") CLEARANCE BETWEEN FACE OF WALL AND BACK OF BOWL.

TO COMPLY WITH AREA CODE GOVERNING THE HEIGHT OF VACUUM BREAKER ON THE FLUSHOMETER VALVE, THE PLUMBER MUST VERIFY DIMENSIONS SHOWN FOR SUPPLY ROUGHING.

FLUSHOMETER VALVE NOT INCLUDED WITH FIXTURE AND MUST BE ORDERED SEPARATELY.

CARRIER FITTING AS REQUIRED TO BE FURNISHED BY OTHERS.

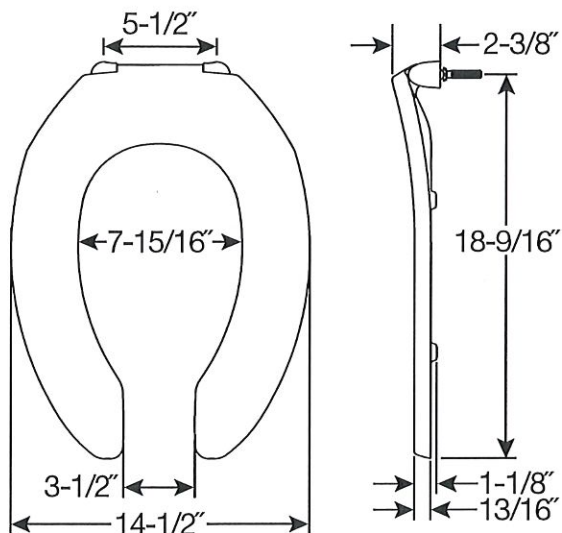
PROVIDE SUITABLE REINFORCEMENT FOR ALL WALL SUPPORT.

IMPORTANT: Dimensions of fixtures are nominal and may vary within the range of tolerances established by ANSI Standard A112.19.2. These measurements are subject to change or cancellation. No responsibility is assumed for use of superseded or voided pages



1955CT / 1955SSCT

COMMERCIAL HEAVY-DUTY
PLASTIC TOILET SEAT



FEATURES:

- **STA-TITE®**
Commercial Fastening System™
Eliminates callbacks for loosened seats

SPECIFICATIONS:

Size: Elongated

Material: Plastic

Style: Open Front less Cover

Ring Bumpers: Four

Hinges: Plastic Non Self-Sustaining Check Hinges (1955CT) or Self-Sustaining Check Hinges (1955SSCT) with Non-Corroding 300 Series Stainless Steel Posts and Pintles

Hardware: STA-TITE® Commercial Fastening System™

Codes & Standards:



Complies with
IAPMO/ANSI Z124.5
Performance Standards
Heavy-Duty Commercial

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Proudly Made in the USA

Eco-Friendly



For Residential and Commercial Applications

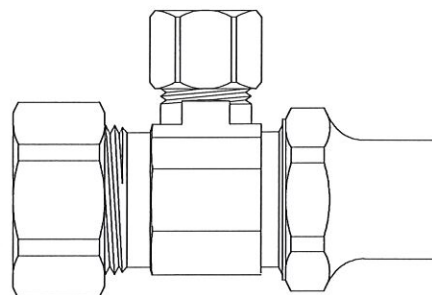
Job Name		Engineer / Architect	
Job Location		Wholesaler	
Submittal Date		Contractor	

SCR1B/ SCR09/ SCR19/ SCR39/ SCR49 Multi-Turn Angle Stop w/ Loose Key – Compression x Compression

Use: For use in potable water distribution systems. Not intended for recirculating water systems that produce continuous use temperatures above 115° F. For those applications, use our KT™ series ball stops.

Design Features:

- **Machined one-piece brass body** provides strength, durability, and long-lasting performance
- **Large loose key handle** provides a secure grip for trouble-free on/off operation
- **Removable loose key handle** helps protect against accidental stop operation during rough-ins
-  **No Lead**
- **For use with** ASTM F876 PEX tubing, in ASTM F877 water distribution systems (parts containing PX and PXX only)
- **For use in** ASTM F877 water distribution systems as noted in Appendixes (parts containing PX and PXX only)



Operating Specifications:

Temperature: 40° - 140° F

Pressure: 125 PSI maximum

Standard

STOP MATERIAL SPECIFICATIONS	
Body	Brass, chrome plated
Lock Shield Stem	Brass, chrome plated
Bib & Packing Washer	Rubber
Lock Shield	Brass, chrome plated
Loose Key	Zinc die cast
Compression Nut	Brass, chrome plated
Compression Sleeve	Brass
PEX Insert*	Stainless steel

*Where specified

No Lead

STOP MATERIAL SPECIFICATIONS	
Body	No-Lead brass, chrome plated
Lock Shield Stem	No-Lead brass, chrome plated
Bib & Packing Washer	Rubber
Lock Shield	Brass, chrome plated
Loose Key	Zinc die cast
Compression Nut	Brass, chrome plated
Compression Sleeve	Brass
PEX Insert*	Stainless steel

Standard Part Listing:

- ☐ SCR1B C 3/8" nom compression x 3/8" OD compression, chrome plated
- ☐ SCR09 C 1/2" nom compression x 1/4" OD compression with loose key, chrome plated
- ☐ SCR09 R 1/2" nom compression x 1/4" OD compression with loose key, rough brass
- ☐ SCR19 C 1/2" nom compression x 3/8" OD compression with loose key, chrome plated
- ☐ SCR19 C1 1/2" nom compression x 3/8" OD compression with loose key, chrome plated, window box
- ☐ SCR19 R 1/2" nom compression x 3/8" OD compression with loose key, rough brass

This specification and all information contained herein is the confidential and exclusive property of BrassCraft Manufacturing, and shall not be disclosed to others without the written consent of BrassCraft Mfg. This specification must be returned to BrassCraft Mfg. if requested.

BrassCraft®

SCR1B/ SCR09/ SCR19/ SCR39/ SCR49 Multi-Turn Angle Stop w/ Loose Key – Compression x Compression

Standard Part Listing (con't):

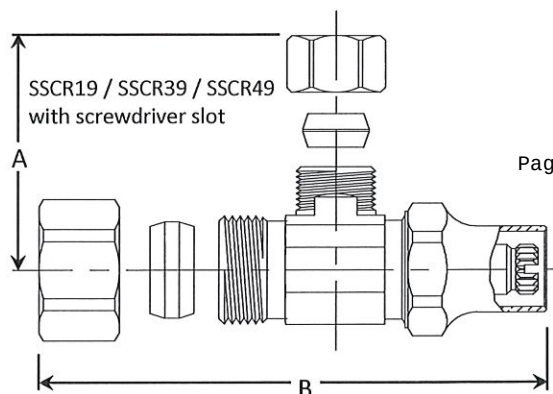
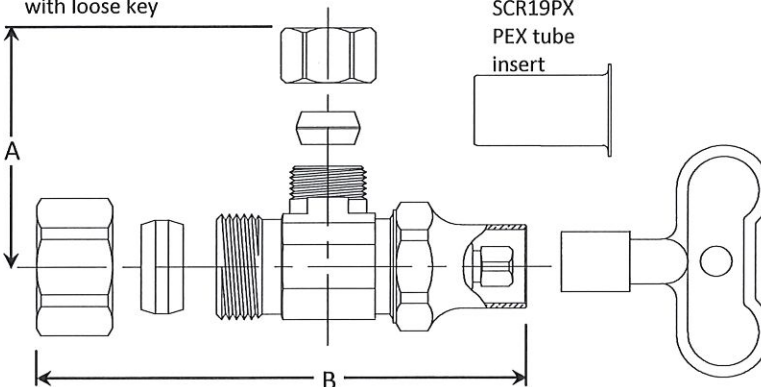
- ☐ SCR19PX C 1/2" Nom. compression x 3/8" OD compression with loose key, PEX stainless steel insert, chrome plated
- ☐ SCR39 C 1/2" Nom. compression x 1/2" OD compression with loose key, chrome plated
- ☐ SCR39 C1 1/2" nom compression x 1/2" OD compression with loose key, chrome plated, window box
- ☐ SCR49 C 1/2" nom compression x 5/8" OD compression with loose key, chrome plated
- ☐ SSCR19 C 1/2" nom compression x 3/8" OD compression with screwdriver slot, chrome plated
- ☐ SSCR39 C 1/2" nom compression x 1/2" OD compression with screwdriver slot, chrome plated
- ☐ SSCR49 C 1/2" nom compression x 5/8" OD compression with screwdriver slot, chrome plated

No-Lead Part Listing:

- ☐ SCR1BX C 3/8" nom compression x 3/8" OD compression, chrome plated
- ☐ SCR09X C 1/2" nom compression x 1/4" OD compression with loose key, chrome plated
- ☐ SCR19X C 1/2" nom compression x 3/8" OD compression with loose key, chrome plated
- ☐ SCR19X C1 1/2" nom compression x 3/8" OD compression with loose key, chrome plated, window box
- ☐ SCR19X R 1/2" nom compression x 3/8" OD compression with loose key, rough brass
- ☐ SCR39X C 1/2" nom compression x 1/2" OD compression with loose key, chrome plated
- ☐ SCR39X C1 1/2" nom compression x 1/2" OD compression with loose key, chrome plated, window box
- ☐ SSCR19X C 1/2" nom compression x 3/8" OD compression with screwdriver slot, chrome plated
- ☐ SSCR49X C 1/2" nom compression x 5/8" OD compression with screwdriver slot, chrome plated

PART DIMENSIONS (Inches)		
Model	Dim. A	Dim. B
SCR1B	1.02	2.56
SCR09	1.02	2.56
SCR19	1.02	2.56
SCR19PX	1.02	2.56
SCR39	1.11	2.65
SCR49	1.24	2.71
SSCR19	1.02	2.56

SCR09/ SCR19/ SCR39/ SCR49
with loose key



Listings & Certifications:

- IAPMO listed to ASME A112.18.1 / CSA B125.1 (File # 0645)
- CSA listed to ASME A112.18.1 / CSA B125.1 (File # 204593)
- No-Lead product CSA listed to Low Lead Content Certification Program – Plumbing Products Class 6853-01



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This specification and all information contained herein is the confidential and exclusive property of BrassCraft Manufacturing, and shall not be disclosed to others without the written consent of BrassCraft Mfg. This specification must be returned to BrassCraft Mfg. if requested.

BrassCraft

Manual Sink Faucets

895-317GN8AE3ABCP

**CHICAGO
FAUCETS**

Geberit Group

Product Type

Deck-mounted manual sink faucet with 4" centers

Features & Specifications

- 4" fixed centers
- 8" rigid/swing gooseneck spout
- Pressure compensating Softflo aerator 2.2 GPM
- Vandal Proof 4" wristblade handle
- Quatern™ compression operating cartridge, right-hand
- Quatern™ compression operating cartridge, left-hand
- ECAST® design provides durable construction with total lead content equal to or less than 0.25% by weighted average
- Complies with the requirements of the Buy American Act of 1933.
- CFNow! Item Ships in 3 Days

Performance Specification

- Rated Operating Pressure: 20-125 PSI
- Rated Operating Temperature: 40-140°F

Warranty

- 5-Year Limited Cartridge Warranty
- Lifetime Limited Faucet Warranty
- 1-Year Limited Finish Warranty

Codes & Standards

- ADA ANSI/ICC A117.1
- NSF/ANSI 372 Low Lead Content
- Certified to NSF/ANSI 61, Section 9
- WARNING: This product can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Job Name _____

Item Number _____

Section/Tag _____

Model Specified _____

Architect _____

Engineer _____

Contractor _____

☐ Submitted as Shown ☐ Submitted with Variations

Date _____



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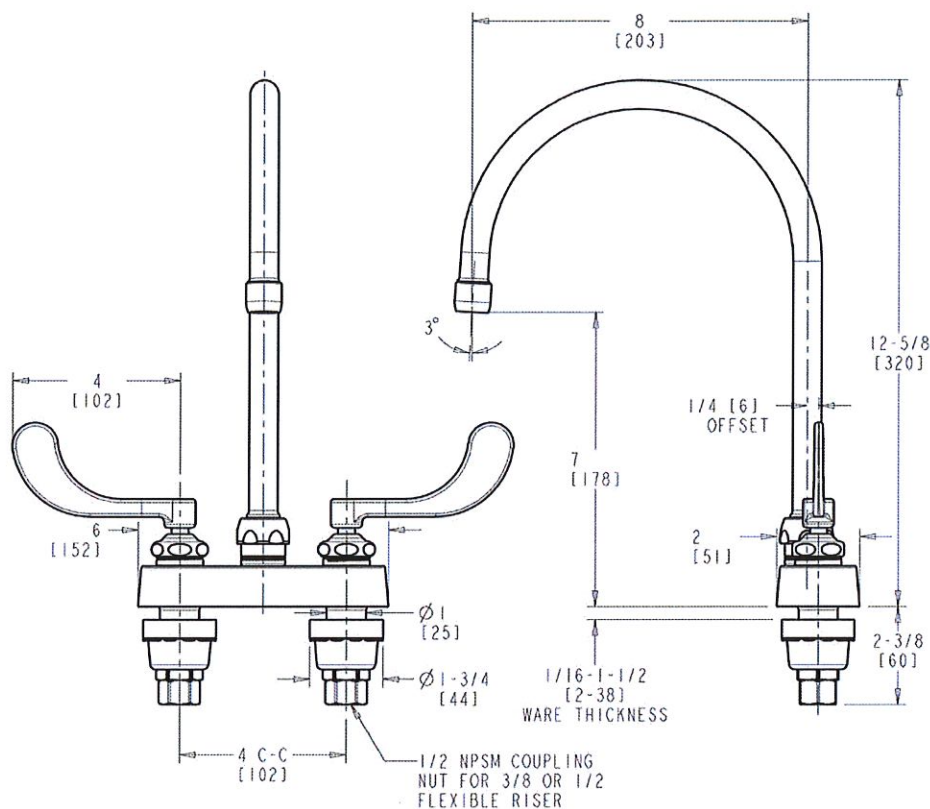
ECAST

ECAST products are intended for installation where state laws and local codes mandate lead content levels or in any location where lead content is a concern.



Architect/Engineer Specification

Chicago Faucets No. 895-317GN8AE3ABCP, Sink Faucet for hot and cold water, deck-mounted with 4" fixed centers, chrome plated. Rigid/swing gooseneck spout, 8" center-to-center. 2.2 GPM (8.3 L/min) pressure compensating Sofflo aerator. 4" metal, vandal-proof, wristblade handles with sixteen-point, tapered broach and secured blue and red index buttons. Quaturn™ rebuildable compression cartridge, opens and closes 90°, closes with water pressure, features square, tapered stem. 1/2" NPSM supply inlets and coupling nut for 3/8" or 1/2" flexible riser. ECAST® construction with less than 0.25% lead content by weighted average. This product meets ADA ANSI/ICC A117.1 requirements and is tested and certified to industry standards: ASME A112.18.1/CSA B125.1, Certified to NSF/ANSI 61, Section 9 by CSA, California Health and Safety Code 116875 (AB1953-2006), Vermont Bill S.152, and NSF/ANSI 372 Low Lead Content.



Operation and Maintenance

Installation should be in accordance with local plumbing codes. Flush all pipes thoroughly before installation. After installation, remove spout outlet or flow control and flush faucet thoroughly to clear any debris. Care should be taken when cleaning the product. Do not use abrasive cleaners, chemicals or solvents as they can result in surface damage. Use mild soap and warm water for cleaning and protecting the life of Chicago Faucet products. For specific operation and maintenance refer to the installation instructions and repair parts documents that are located at www.chicagofaucets.com.

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Chicago Faucets, member of the Geberit Group, is the leading brand of commercial faucets and fittings in the United States, offering a complete range of products for schools, laboratories, hospitals, office buildings, food service, airports and sport facilities. Call 1.800.TECTRUE or 1.847.803.5000 Option 1 for installation or other technical assistance.



2100 South Clearwater Drive
Des Plaines, IL
P: 847/803-5000
F: 847/803-5454
Technical: 800/TEC-TRUE
www.chicagofaucets.com



**Dearborn®
Brass**

SUBMITTAL SPECIFICATION

4675 W. 160th St.
Cleveland, Ohio 44135
Ph: (800) 321-9532
Fax: (800) 321-9535
www.dearbornbrass.com

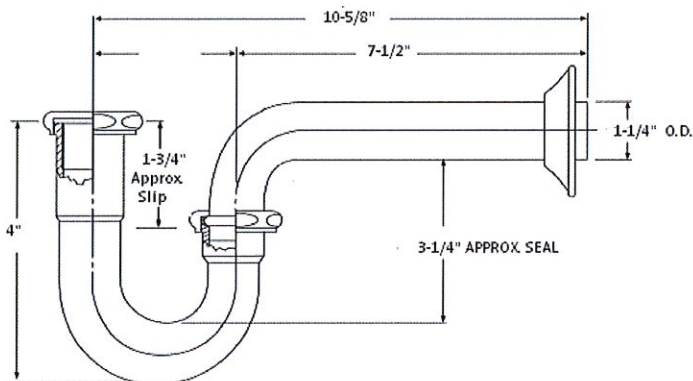
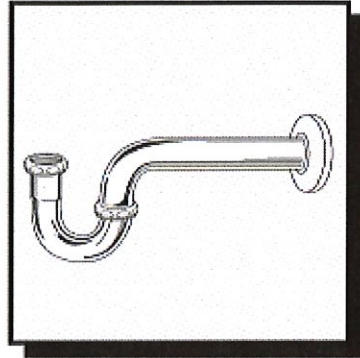
BRASS TUBULAR 1-½" P-TRAP WITHOUT CLEANOUT

Engineering Specification: Dearborn Brass 1-½" Brass Tubular P-Trap without Cleanout are designed for use in tubular drain applications. Available in 17, 20 or Budget Gauge Brass. Options include Brass Nuts, Deep Flange, Longer Wall Tube, Ground Joint and Unfinished Brass.

Job Reference

DESCRIPTION

- Chrome Finished
- 1-½" P-Trap Without Cleanout
 - (1) Metal Flange
 - (1) Quarter Bend
 - (1) J-Bend
 - (2) Rubber Washers
 - (2) Nuts



✓	Product No.	Description	Carton Quantity	Carton Weight (lbs)
	2702-1	1-½" P-Trap – Budget Ga.	25	23
	2702DF-1	1-½" p-Trap – Budget Ga. w/ Deep Flange	25	25
	702-1	1-½" P-Trap – 20 Ga.	25	28
	702BN-1	1-½" P-Trap – 20 Ga. w/Brass Nuts	25	30
	702DF-1	1-½" P-Trap – 20 Ga. w/ Deep Flange	25	29
	702DFBN-1	1-½" P-Trap – 20 Ga. w/ Deep Flange and Brass Nuts	25	31
	702A-1	1-½" P-Trap – 20 Ga. w/ 11.25" Wall Tube	25	35
	704-1	1-½" P-Trap – 17 Ga.	25	35
	H704-3	1-½" P-Trap – 17 Ga., Unfinished Brass – Display Box	6	8
	704BN-1	1-½" P-Trap – 17 Ga. w/ Brass Nuts	25	36
	704DF-1	1-½" P-Trap – 17 Ga. w/ Deep Flange	25	36
	704DFBN-1	1-½" P-Trap – 17 Ga. w/ Deep Flange and Brass Nuts	25	38
	704A-1	1-½" P-Trap – 17 Ga. w/ 10" Wall Tube	25	39
	704G-1	1-½" P-Trap – 17 Ga. w/ Ground Joint	25	36
	704GBN-1	1-½" P-Trap – 17 Ga. w/ Ground Joint and Brass Nuts	25	37
	704GBN-3	1-½" P-Trap – 17 Ga. w/ Ground Joint and Brass Nuts, Unfinished Brass	25	38
	704GDFBN-1	1-½" P-Trap – 17 Ga. w/ Ground Joint, Deep Flange and Brass Nuts	25	37

Data is subject to manufacturing tolerances.



**Dearborn®
Brass**

4675 W. 160th St.
Cleveland, Ohio 44135
Ph: (800) 321-9532
Fax: (800) 321-9535
www.dearbornbrass.com

SUBMITTAL SPECIFICATION

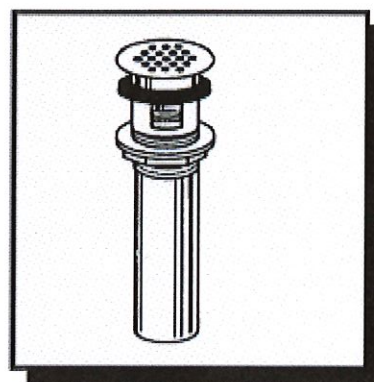
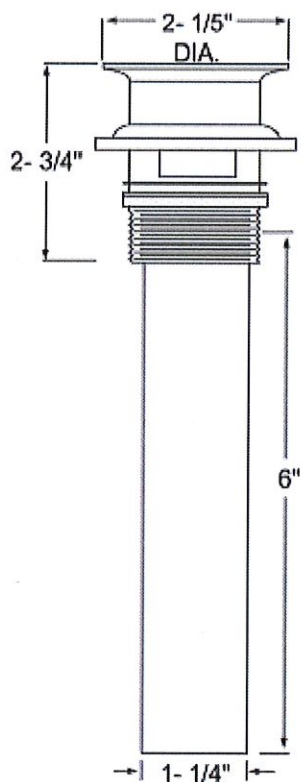
CAST GRID PATENT OUTLET PLUG

Engineering Specification: Dearborn Brass Semi-Cast Grid Patent Overflow Plug with 1- $\frac{1}{4}$ " x 6" – 17 gauge tailpiece.

Job Reference

DESCRIPTION

- Chrome Finished
- Includes: Cast Grid, P.O. Plug with nuts and washers and 17 gauge tailpiece
- Designed for installation in most commercial applications



✓	Product No.	Description	Carton Quantity	Carton Weight (lbs)
	760-1	Semi-Cast Grid Patent Overflow Plug with 1- $\frac{1}{4}$ " x 6" – 17 gauge Tailpiece	25	18

Data is subject to manufacturing tolerances.

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CODE NUMBER

3010000

DESCRIPTION

1.6 gpf, Polished Chrome Finish, Single Flush, Royal® Exposed Manual Water Closet Flushometer.

DETAILS

- Flush Volume: 1.6 gpf (6.0 Lpf)
- Finish: Polished Chrome (CP)
- Valve: Diaphragm
- Valve Body Material: Semi-red Brass
- Fixture Type: Water Closet
- Fixture Connection: Top spud
- Rough-In Dimension: 11 ½" (292mm)
- Spud Coupling: 1 ½" (38mm)
- Supply Pipe: 1" (25mm)

FEATURES

- PERMEX® Synthetic Rubber Diaphragm with Dual Filtered Fixed Bypass
- High Back Pressure Vacuum Breaker Flush Connection with One-piece Bottom Hex Coupling Nut
- Sweat Solder Adapter with Cover Tube & Cast Wall Flange with Set Screw
- Non-Hold-Open Handle, Fixed Metering Bypass and No External Volume Adjustment to Ensure Water Conservation
- Diaphragm, Handle Packing and Vacuum Breaker to be molded from PERMEX® Rubber Compound for Chloramine Resistance
- Adjustable Tailpiece
- ADA Compliant Metal Oscillating Non-Hold-Open Handle
- 1" I.P.S. Screwdriver Bak-Chek® Angle Stop with Free Spinning Vandal Resistant Stop Cap

VIDEOS

- ▶ PVD Special Finishes



COMPLIANCES & CERTIFICATIONS



(ADA Compliant, cUPC Certified, BAA Compliant)

RECOMMENDED SPECIFICATION

Valve Body, Cover, Tailpiece and Control Stop shall be in conformance with ASTM Alloy Classification for Semi- Red Brass. Valve shall be in compliance with the applicable sections of ASSE 1037 and ANSI/ASME 112.19.2.

VALVE OPERATING PRESSURE (FLOWING)

15–80 PSI (103–552 kPa). Specific fixtures may require greater minimum flowing pressure - consult manufacturer requirements.

DOWNLOADS

- [Royal Exposed Installation Instructions](#)
- [Control Stop Repair and Maintenance Guide](#)
- [Flush Connections Flanges Repair and Maintenance Guide](#)
- [Tail Piece Repair and Maintenance Guide](#)
- [Royal Flushometers Repair and Maintenance Guide](#)
- [Tools/Accessories](#)
- [Flushometer Pressure gauges](#)
- [Additional Downloads](#)

NOTES

All information contained within this document subject to change without notice.

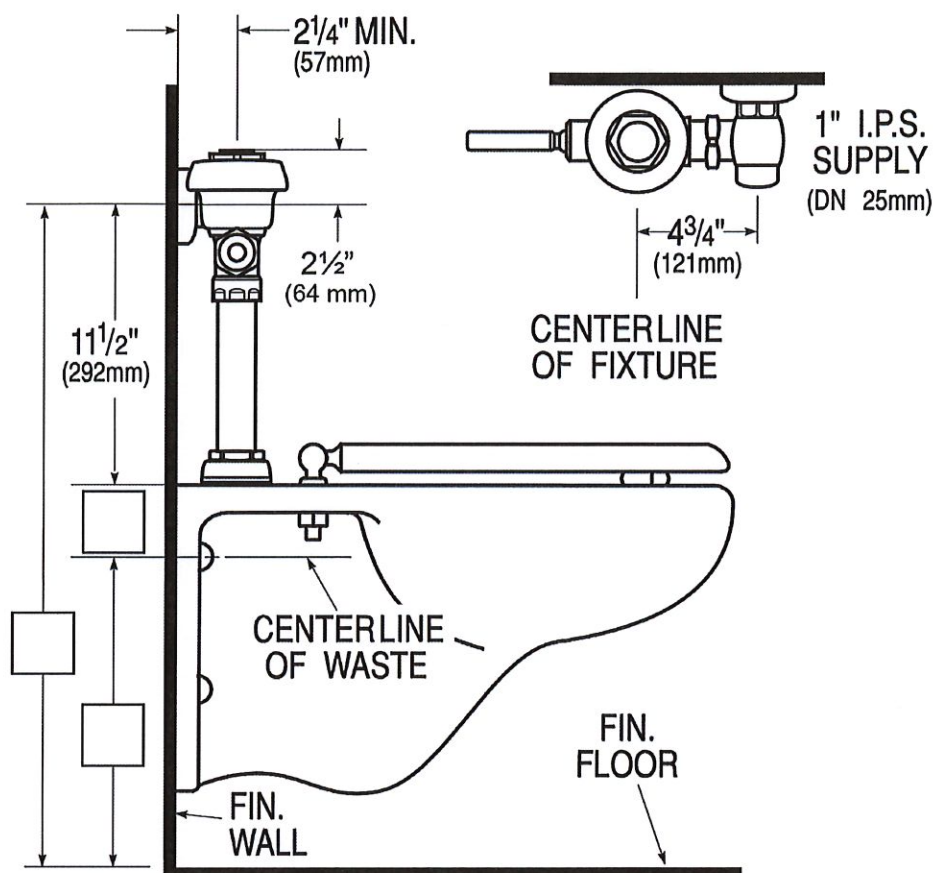
Looking for other variations of the ROYAL 111 product? [View the general spec sheet with all options.](#)

[Find a compatible urinal](#) for this flushometer.

[Find a compatible water closet](#) for this flushometer.

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ROUGH-IN

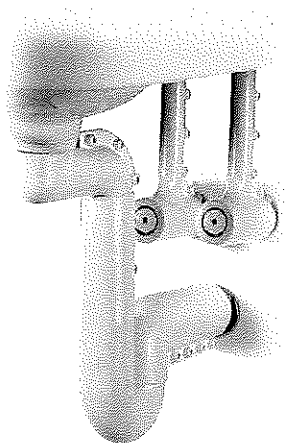




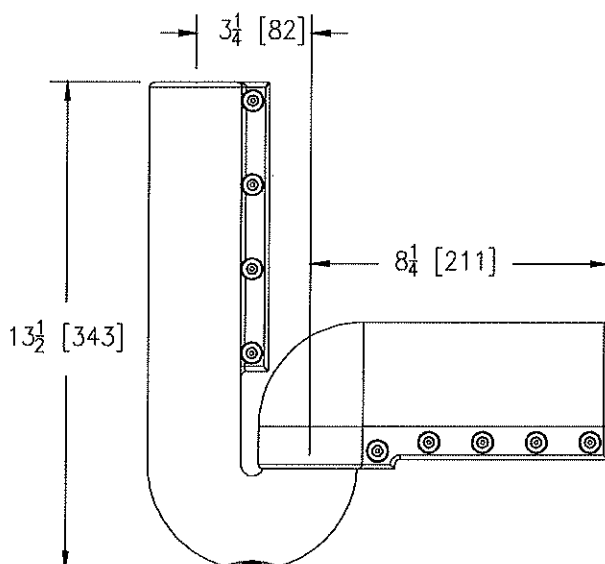
COMBINATION KIT: ONE TRAP, TWO SUPPLY STOP PROTECTORS, AND ONE OFFSET DRAIN PROTECTOR

Z8946-3-NT

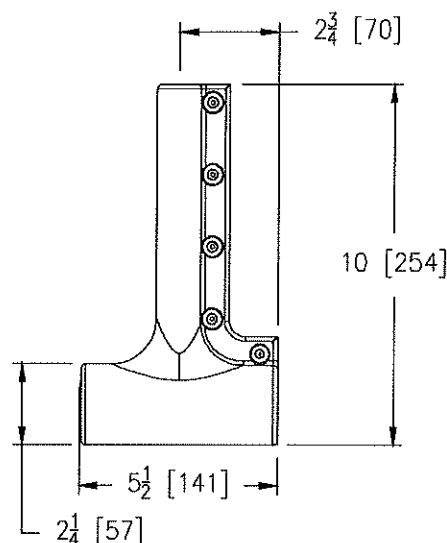
TAG _____



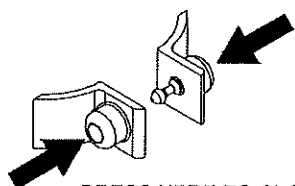
ENGINEERING SPECIFICATION: ZURN Z8946-3-NT Combination Kit: One trap protector, two supply stop protectors and one offset drain protector, satin white PVC resin. Antimicrobial, resists thermal transfer, and is ADA compliant. Trap protector fits both tubular and semi-cast P traps. Patent Pending



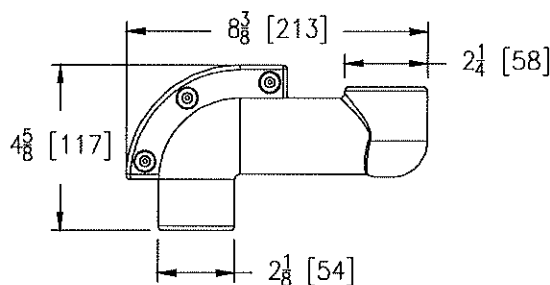
TRAP PROTECTOR



SUPPLY STOP PROTECTOR



PRESS HERE TO CLOSE



OFFSET DRAIN PROTECTOR

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ZURN INDUSTRIES, LLC. ♦ COMMERCIAL BRASS OPERATION ♦ 5900 ELWIN BUCHANAN DRIVE ♦ SANFORD NC 27330

Phone: 1-800-997-3876 ♦ Fax: 919-775-3541 ♦ World Wide Web: www.zurn.com

In Canada: ZURN INDUSTRIES LIMITED ♦ 3544 Nashua Drive ♦ Mississauga, Ontario L4V1L2 ♦ Phone: 905-405-8272 Fax: 905-405-1292

AquaSpec® is a registered trademark of Zurn Industries, LLC.

Rev. B
Dwg. No. 66245

Date: 3/4/2015
Product No. Z8946-3-NT

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
BID NO. 2020-03

TRAUMA 2 WASTE WATER PROJECT
Addendum Date: March 12, 2020

ADDENDUM NO. 2

Additional Information

1. This Addendum contains responses to all questions related to this Bid that UMC received by the Thursday, February 27, 2020 deadline. See "Questions and Answers" section below.
2. **UMC has revised portions of the Scope of Work for this Bid to include Bid 2020-03 T2 Waste Water Plumbing Standards (779492).zip.** Please see below "Changes/Clarifications" section for important information regarding these changes, and make sure you have reviewed all documentation related to this Bid, which can be found on the Clark County Purchasing website under the appropriate opportunity number. This documentation includes the following files:
 - American Standard rear spud toilet
 - American Standard Spec Sheet 0321.026.020
 - American Standard Spec Sheet 3351.101.020
 - Bemis Toilet Seat 1955CT
 - Brasscraft SCR19X C
 - CHICAGO FAUCETS 895-317GN8AE3ABCP
 - Dearborn 704-1
 - Dearborn 760-1
 - Sloan ROYAL 111.16
 - Zurn Z8946-3-NT
3. Reminder: Bids are due on or before **Tuesday, March 24, 2020, at 2:00:00 p.m.**, based on the time clock at UMC's Materials Management front desk. A public Bid Opening will take place immediately thereafter in Ambulatory Conference Room. Please review the Bid Document for more information regarding Bid acceptance and delivery methods.

Questions and Answers

Attention Bidders: The responses in this section address questions received by UMC in reference to the above-mentioned Bid. They are intended to clarify information contained in the Bid Document. Some questions have been edited for clarity, grammar and/or spelling.

1. Will background checks be required since Contractor will be working in and near the PICU/NICU? **There are no current requirements for a background check for any workers to perform onsite here at UMC. Contractors will be required to register their workers at a free vendor registration site. There are Infection Control requirements for annual TB testing of all personnel who will be part of the project. Flu shots are strongly suggested but not required. Masks will need to be worn if there is no flu vaccination.**
2. Water will need to be shut off in multiple areas and at multiple times, this will affect the areas of non-highlighted work areas. Is the hospital aware? **Water supply interruptions will be scheduled 48 hours in advance in order to coordinate with affected units. This is a soiled line replacement project and as such there may be flow from areas which are not part of the current phase of the project. It will likely be necessary to perform work with live lines. The hours of this work would be scheduled during low flow volumes (early morning). This will also be coordinated with staff so they are aware and can assist with reducing use in the affected areas during performance of the work as much as possible from a clinical perspective.**

3. Does the hospital plan to shut down any of the units while under construction? **The plan is to shut down 2 patient rooms that have back to back plumbing on the 2nd floor and install containment barriers as appropriate at the first floor areas. Wherever possible 1st floor areas and rooms will be closed as appropriate.**
4. What type of sound insulation is being requested for around the new PVC pipe? **Fiberglass pipe wrap. Must meet Class A or flame spread of 25 or less for NFPA compliance.**
5. With 5 days of work in each section, what time frame will we be working with for the plumbers to get into the ceilings etc., and then to be remounting fixtures? **This schedule has worked in other areas of similar scope. It is the responsibility of the successful bidder to determine the best means and methods of sequencing the work to maintain the schedule.**
6. If fixtures break on removal from old age, I.E. Water closets or Lavatories etc., what is the plan of action to replace them? **Per specifications all plumbing fixtures and parts are to be supplied and installed new. Refer to plumbing specification sheets/ attachments for further information.**
7. Would there be a possibility of extending the RFI period another two weeks? **No, the schedule is firm.**
8. Clarification on plastic piping – **Piping is to be Schedule 40 DWV PVC piping.**

Changes / Clarifications

1. The list of Specifications and Drawings contained in Exhibit A: Scope of Work in the Bid Document, is expanded to include the following file, **Bid 2020-03 T2 Waste Water Plumbing Standards (779492).zip**, which is available on the Clark County Purchasing website or via CD;
 - American Standard rear spud toilet
 - American Standard Spec Sheet 0321.026.020
 - American Standard Spec Sheet 3351.101.020
 - Bemis Toilet Seat 1955CT
 - Brasscraft SCR19X C
 - CHICAGO FAUCETS 895-317GN8AE3ABCP
 - Dearborn 704-1
 - Dearborn 760-1
 - Sloan ROYAL 111.16
 - Zurn Z8946-3-NT
2. Other than the items included previously in this Addendum, there are no further changes or clarifications.

Issued by

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Should you have any questions, please contact me at (702) 207-8846 or via email at frances.heiy@umcsn.com.

Issued by:

Frances Heiy
Contracts Specialist
UMC

American Standard

Style That Works Better

 **BARRIER FREE**

**AFWALL® FloWise® ELONGATED TOILET
LESS EVERCLEAN®**

- Wall-mounted flushometer valve toilet
- Vitreous china
- Conventional glaze
- High Efficiency, Low Consumption. Operates in the range of 1.1 gpf to 1.6 gpf (4.2 Lpf to 6.0 Lpf)
- Meets definition of HET (High Efficiency Toilet) when used with a high efficiency flush valve (1.28 gpf or 1.6 / 1.1 gpf dual flush)
- Condensation channel
- Elongated bowl
- Powerful direct-fed siphon jet action
- 1-1/2" inlet spud
- Fully-glazed 2-1/8" trapway
- 10" x 12" water surface area
- 100% factory flush tested

- ☐ **2257.001** Elongated bowl only, top spud
- ☐ **2633.001** Elongated bowl only, top spud with slotted rim for bedpan holding (White only)
- ☐ **2634.001** Elongated bowl only, back spud

System MaP* Score:

- 1,000 grams of miso @ 1.6 gpf or 1.28 gpf when used with an American Standard flush valve

* Maximum Performance (MaP) testing performed by IAPMO R&T Lab. MaP Report conducted by Veritec Consulting, Inc. and Koeller and Company.

Component Parts:

- ☐ **047007-0070A** Inlet Spud (furnished with bowl)

Nominal Dimensions:

660 x 356 x 381mm
(26" x 14" x 15")

Recommended working pressure—between
25 psi at valve when flushing and 80 psi static

Fixture only, less seat, bolt caps, and
flushometer valve

Compliance Certifications -

Meets or Exceeds the Following Specifications:

- ASME A112.19.2-2008/CSA B45.1-08 for Vitreous China Fixtures



MEETS THE AMERICANS WITH DISABILITIES ACT GUIDELINES
AND ANSI A117.1 REQUIREMENTS FOR ACCESSIBLE AND USABLE
BUILDING FACILITIES - CHECK LOCAL CODES.

- When installed so top of seat is 432 to 483mm (17" to 19") from the finished floor.

**AFWALL® FloWise® ELONGATED
FLUSHOMETER TOILET**
VITREOUS CHINA LESS EVERCLEAN®



SEE REVERSE FOR ROUGHING-IN DIMENSIONS

To Be Specified:

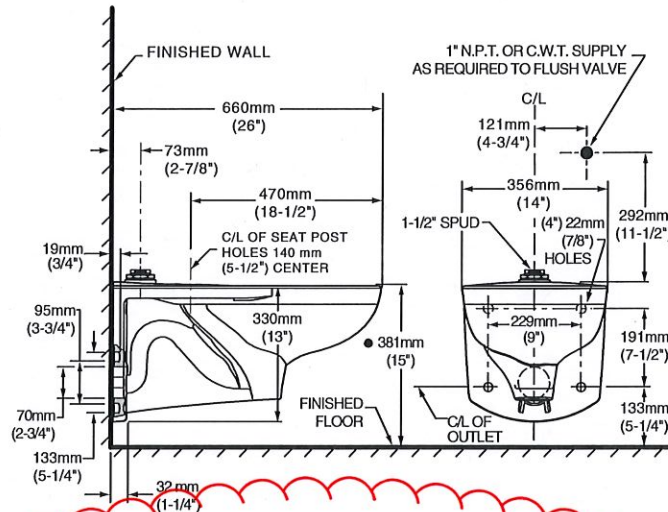
- ☐ Color: ☐ White ☐ Bone
- ☐ Seat:
 - ☐ American Standard #5901.100 Heavy duty open front less cover
 - ☐ American Standard #5905.100 Extra heavy duty open front less cover
- ☐ Flushometer Valve:
 - ☐ 1.6 gpf:
 - ☐ Sensor-Operated: American Standard Selectronic® DC Power #6065.161.002 (Top Spud)
 - ☐ Sensor-Operated: American Standard Selectronic® AC Power #6067.262.002 (Back Spud)
 - ☐ Manual: American Standard #6047.161.002 (Top Spud)
 - ☐ 1.28 gpf:
 - ☐ Sensor-Operated: American Standard Selectronic® DC Power #6065.121.002 (Top Spud)
 - ☐ Sensor-Operated: American Standard Selectronic® AC Power #6067.222.002 (Back Spud)
 - ☐ Manual: American Standard #6047.121.002 (Top Spud)
 - ☐ 1.6 / 1/1 gpf Dual Flush:
 - ☐ Sensor-Operated: American Standard Selectronic® DC Power #6065.761.002 (Top Spud)

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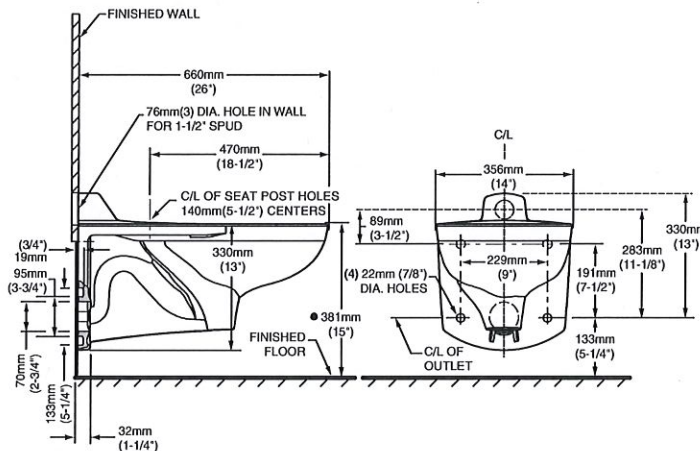


AFWALL® FloWise® ELONGATED FLUSHOMETER TOILET VITREOUS CHINA LESS EVERCLEAN®

2257.001/2633.001



2634.001



NOTES:

● Toilet designed to meet ADA accessibility standards when top of seat height set at 432 to 483mm (17 to 19 inches) from finished floor.

PRODUCT 2257 SHOWN, 2366 SAME EXCEPT WITH SLOTTED RIM FOR BED PAN HOLDING.

WASTE OUTLET SEAL RING MUST BE NEOPRENE OR GRAPHITE-FELT (WAX RING NOT RECOMMENDED).

SUGGESTED 2mm (1/16) CLEARANCE BETWEEN FACE OF WALL AND BACK OF BOWL.

TO COMPLY WITH AREA CODE GOVERNING THE HEIGHT OF VACUUM BREAKER ON THE FLUSHOMETER VALVE, THE PLUMBER MUST VERIFY DIMENSIONS SHOWN FOR SUPPLY ROUGHING.

FLUSHOMETER VALVE NOT INCLUDED WITH FIXTURE AND MUST BE ORDERED SEPARATELY.

CARRIER FITTING AS REQUIRED TO BE FURNISHED BY OTHERS. PROVIDE SUITABLE REINFORCEMENT FOR ALL WALL SUPPORT.

IMPORTANT: Dimensions of fixtures are nominal and may vary within the range of tolerances established by ANSI Standard A112.19.2.

These measurements are subject to change or cancellation. No responsibility is assumed for use of superseded or voided pages

Declyn™ Wall-Hung Lavatory

- Wall-hung sink
 - Vitreous china
 - Rear overflow
 - Soap depression
 - Faucet ledge
- Shown with 2000.101 Ceramix faucet
(not included)

- ☐ **0321.026** With wall hanger (Illustrated)
Faucet holes on 102mm (4") centers
- ☐ **0321.075** For concealed arms support
Faucet holes on 102mm (4") centers

Nominal Dimensions:

470 x 432mm
(18-1/2" x 17")

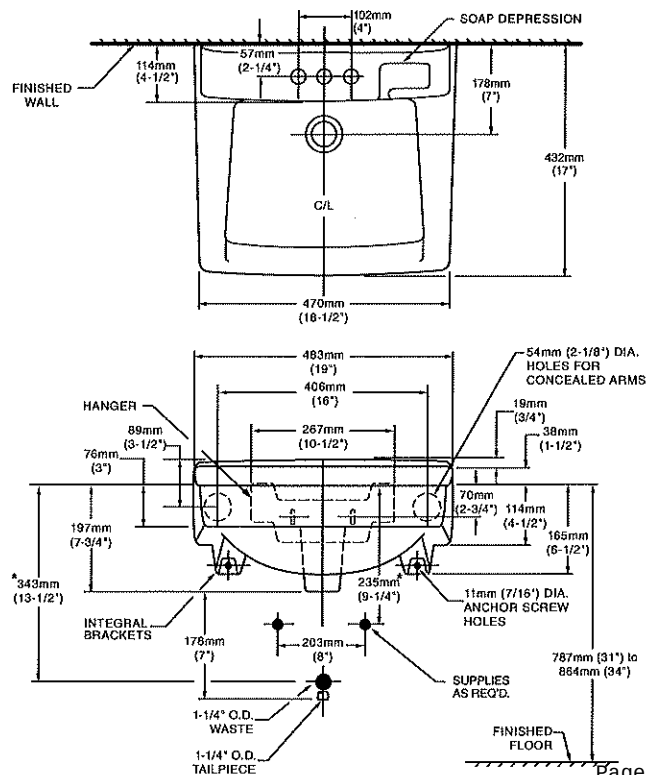
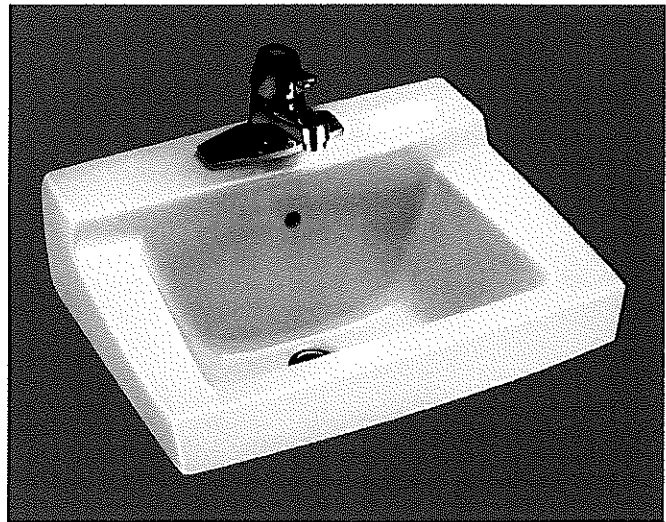
Bowl sizes:

362mm (14-1/4") wide
273mm (10-3/4") front to back
152mm (6") deep

Compliance Certifications -

Meets or Exceeds the Following Specifications:

- ASME A112.19.2/CSA 45.1



To Be Specified:

- ☐ Color: ☐ White
- ☐ Faucet*:
- ☐ Faucet Finish:
- ☐ Supplies:
- ☐ 1-1/4" Trap:
- ☐ Nipple:
- ☐ Concealed Arms Support (by others):

* See faucet section for additional models available

NOTES:

* DIMENSIONS SHOWN FOR LOCATION OF SUPPLIES AND "P" TRAP ARE SUGGESTED. PROVIDE SUITABLE REINFORCEMENT FOR ALL WALL SUPPORTS. FITTINGS NOT INCLUDED AND MUST BE ORDERED SEPARATELY.

IMPORTANT: Dimensions of fixtures are nominal and may vary within the range of tolerances established by ANSI Standard A112.19.2. These measurements are subject to change or cancellation. No responsibility is assumed for use of superseded or voided pages.



Afwall® Millennium™ FloWise® Elongated Flushometer Toilet

VITREOUS CHINA with EVERCLEAN®



Afwall® Millennium™ FloWise® Elongated Flushometer Toilet with EverClean®

- Wall-mounted flushometer valve toilet
- Vitreous china
- High Efficiency, Low Consumption. Operates in the range of 1.1 gpf to 1.6 gpf (4.2 Lpf to 6.0 Lpf)
- Meets definition of HET (High Efficiency Toilet) when used with a high efficiency flush valve (1.1 gpf - 1.6 gpf or 1.28/1.1 gpf dual flush)
- Maximum Performance (MaP) score of 1,000 grams at 1.1 gpf - 1.6 gpf
- Permanent EverClean® antimicrobial surface inhibits the growth of stain- and odor-causing bacteria, mold, and mildew on the surface
- Condensation channel
- Concealed trapway design
- Elongated bowl
- Powerful direct-fed siphon jet action
- 1-1/2" inlet spud
- Fully-glazed 2-1/8" trapway
- 10" x 12" water surface area
- Tested to support static weight load of 1,000 lbs. (454 kg)

- ☐ **3351.101** Elongated bowl only, top spud
- ☐ **3352.101** Elongated bowl only, top spud with slotted rim for bedpan holding
- ☐ **3353.101** Elongated bowl only, back spud
- ☐ **3354.101** Elongated bowl only, back spud with slotted rim for bedpan holding

System MaP* Score:

- 1,000 grams of miso @ 1.1 gpf to 1.6 gpf when used with an American Standard flush valve

* Maximum Performance (MaP) testing performed by IAPMO R&T Lab. MaP report conducted by Gauley Associates Ltd. and Koeller and Company.

Component Parts:

- ☐ **047007-0070A** Inlet Spud (furnished with bowl)

Nominal Dimensions:

660 x 356 x 381mm
(26" x 14" x 15")

Recommended working pressure—between
25 psi at valve when flushing and 80 psi static

Fixture only, less seat, bolt caps, and
flushometer valve

Compliance Certifications -

Meets or Exceeds the Following Specifications:

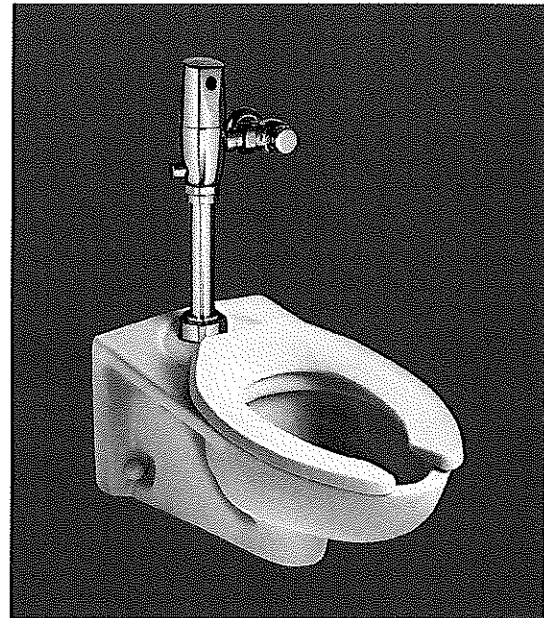
- ASME A112.19.2/CSA B45.1 for Vitreous China Fixtures

* This product is not recommended for bariatric use.



MEETS THE AMERICANS WITH DISABILITIES ACT GUIDELINES
AND ANSI A117.1 REQUIREMENTS FOR ACCESSIBLE AND USABLE
BUILDING FACILITIES - CHECK LOCAL CODES.

- When installed so top of seat is 432 to 483mm (17" to 19") from the finished floor.



SEE REVERSE FOR ROUGHING-IN DIMENSIONS

To Be Specified:

- ☐ Color: ☐ White
- ☐ Seat:
 - ☐ American Standard #5901.100 Heavy duty open front less cover
 - ☐ American Standard #5905.100 Extra heavy duty open front less cover
- ☐ Flushometer Valve:
 - ☐ 1.6 gpf:
 - ☐ Sensor-Operated: American Standard Selectronic® DC Power #6065.161.002 (Top Spud)
AC Power #6067.161.002 (Top Spud)
 - ☐ Manual: American Standard #6047.161.002 (Top Spud)
 - ☐ 1.28 gpf:
 - ☐ Sensor-Operated: American Standard Selectronic® DC Power #6065.121.002 (Top Spud)
AC Power #6067.121.002 (Top Spud)
 - ☐ Manual: American Standard #6047.121.002 (Top Spud)
 - ☐ 1.6 / 1.1 gpf Dual Flush:
 - ☐ Sensor-Operated: American Standard Selectronic® DC Power #6065.761.002 (Top Spud)
AC Power #6067.761.002 (Top Spud)
 - ☐ 1.28 / 1.1 gpf Dual Flush:
 - ☐ Sensor-Operated: American Standard Selectronic® DC Power #6065.721.002 (Top Spud)
AC Power #6067.721.002 (Top Spud)

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ENVIRONMENTAL
PRODUCT
DECLARATION



When used with
1.1 or 1.28 gpf
toilet flush valves



ADA
COMPLIANT

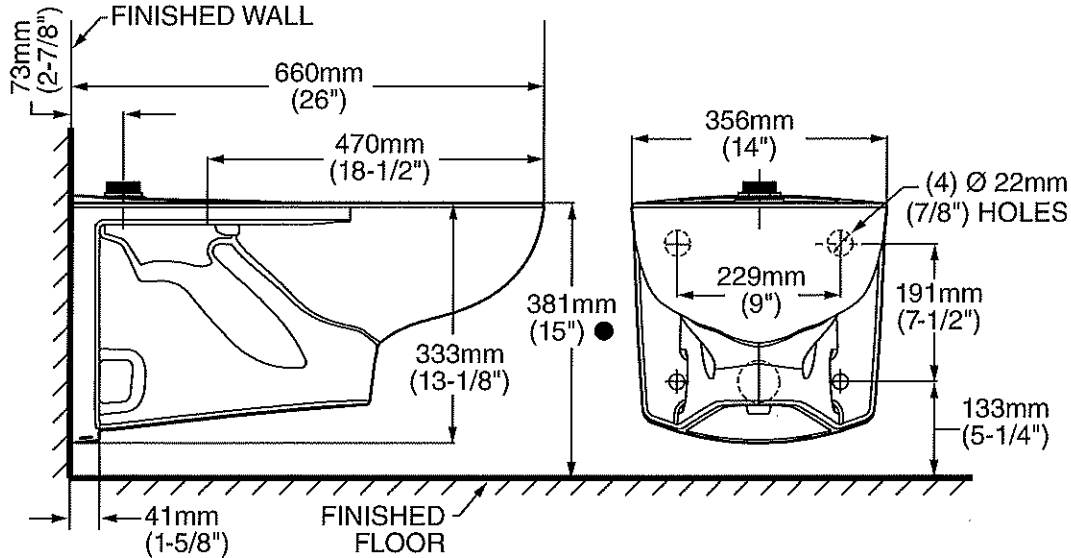


EVERCLEAN

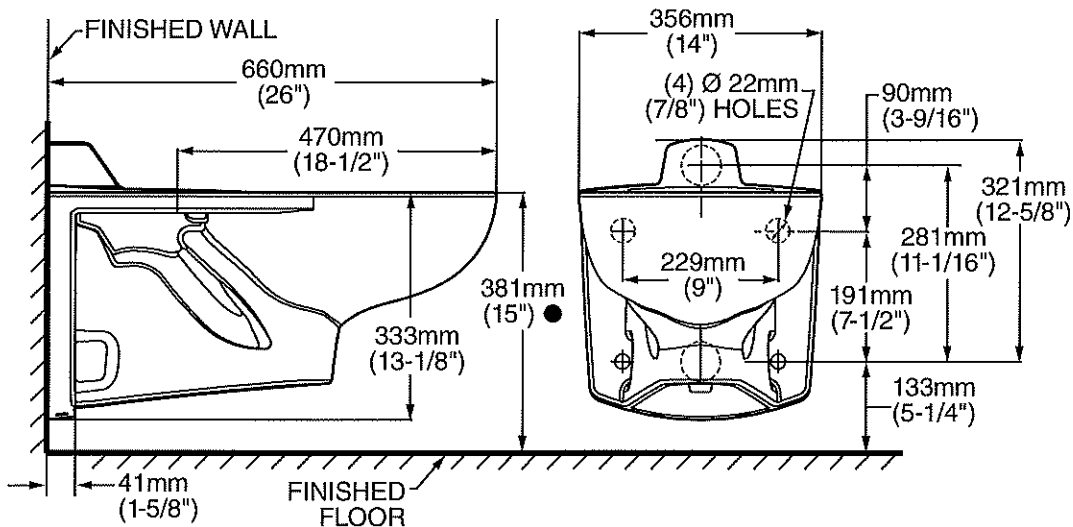


WATER
EFFICIENT

3351.101/3352.101



3353.101/3354.101



NOTES:

● Toilet designed to meet ADA accessibility standards when top of seat height set at 432 to 483mm (17" to 19") from finished floor.

PRODUCT 3351 AND 3353 SHOWN, 3352 AND 3354 SAME EXCEPT WITH SLOTTED RIM FOR BED PAN HOLDING.

WASTE OUTLET SEAL RING MUST BE NEOPRENE OR GRAPHITE-FELT (WAX RING NOT RECOMMENDED).

SUGGESTED 2mm (1/16") CLEARANCE BETWEEN FACE OF WALL AND BACK OF BOWL.

TO COMPLY WITH AREA CODE GOVERNING THE HEIGHT OF VACUUM BREAKER ON THE FLUSHOMETER VALVE, THE PLUMBER MUST VERIFY DIMENSIONS SHOWN FOR SUPPLY ROUGHING.

FLUSHOMETER VALVE NOT INCLUDED WITH FIXTURE AND MUST BE ORDERED SEPARATELY.

CARRIER FITTING AS REQUIRED TO BE FURNISHED BY OTHERS.

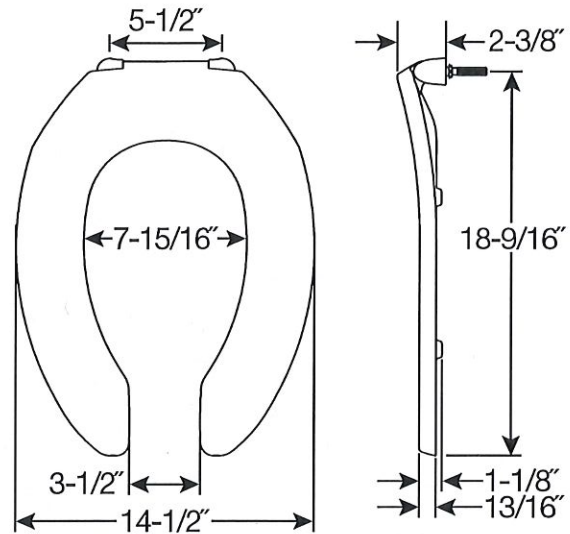
PROVIDE SUITABLE REINFORCEMENT FOR ALL WALL SUPPORT.

IMPORTANT: Dimensions of fixtures are nominal and may vary within the range of tolerances established by ANSI Standard A112.19.2. These measurements are subject to change or cancellation. No responsibility is assumed for use of superseded or voided pages



1955CT / 1955SSCT

COMMERCIAL HEAVY-DUTY
PLASTIC TOILET SEAT



FEATURES:

- **STA-TITE®**
Commercial Fastening System™
Eliminates callbacks for loosened seats

SPECIFICATIONS:

Size: Elongated

Material: Plastic

Style: Open Front less Cover

Ring Bumpers: Four

Hinges: Plastic Non Self-Sustaining Check Hinges (1955CT) or Self-Sustaining Check Hinges (1955SSCT) with Non-Corroding 300 Series Stainless Steel Posts and Pintles

Hardware: STA-TITE® Commercial Fastening System™

Codes & Standards:



Complies with
IAPMO/ANSI Z124.5
Performance Standards
Heavy-Duty Commercial

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Proudly Made in the USA

Eco-Friendly



For Residential and Commercial Applications

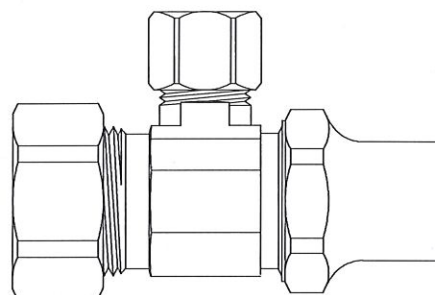
Job Name		Engineer / Architect	
Job Location		Wholesaler	
Submittal Date		Contractor	

SCR1B/ SCR09/ SCR19/ SCR39/ SCR49 Multi-Turn Angle Stop w/ Loose Key – Compression x Compression

Use: For use in potable water distribution systems. Not intended for recirculating water systems that produce continuous use temperatures above 115° F. For those applications, use our KT™ series ball stops.

Design Features:

- **Machined one-piece brass body** provides strength, durability, and long-lasting performance
- **Large loose key handle** provides a secure grip for trouble-free on/off operation
- **Removable loose key handle** helps protect against accidental stop operation during rough-ins
-  **No Lead**
- **For use with** ASTM F876 PEX tubing, in ASTM F877 water distribution systems (parts containing PX and PXX only)
- **For use in** ASTM F877 water distribution systems as noted in Appendixes (parts containing PX and PXX only)



Operating Specifications:

Temperature: 40° - 140° F

Pressure: 125 PSI maximum

Standard

STOP MATERIAL SPECIFICATIONS	
Body	Brass, chrome plated
Lock Shield Stem	Brass, chrome plated
Bib & Packing Washer	Rubber
Lock Shield	Brass, chrome plated
Loose Key	Zinc die cast
Compression Nut	Brass, chrome plated
Compression Sleeve	Brass
PEX Insert*	Stainless steel

*Where specified

No Lead

STOP MATERIAL SPECIFICATIONS	
Body	No-Lead brass, chrome plated
Lock Shield Stem	No-Lead brass, chrome plated
Bib & Packing Washer	Rubber
Lock Shield	Brass, chrome plated
Loose Key	Zinc die cast
Compression Nut	Brass, chrome plated
Compression Sleeve	Brass
PEX Insert*	Stainless steel

Standard Part Listing:

- ☐ SCR1B C 3/8" nom compression x 3/8" OD compression, chrome plated
- ☐ SCR09 C 1/2" nom compression x 1/4" OD compression with loose key, chrome plated
- ☐ SCR09 R 1/2" nom compression x 1/4" OD compression with loose key, rough brass
- ☐ SCR19 C 1/2" nom compression x 3/8" OD compression with loose key, chrome plated
- ☐ SCR19 C1 1/2" nom compression x 3/8" OD compression with loose key, chrome plated, window box
- ☐ SCR19 R 1/2" nom compression x 3/8" OD compression with loose key, rough brass

This specification and all information contained herein is the confidential and exclusive property of BrassCraft Manufacturing, and shall not be disclosed to others without the written consent of BrassCraft Mfg. This specification must be returned to BrassCraft Mfg. if requested.

BrassCraft®

SCR1B/ SCR09/ SCR19/ SCR39/ SCR49 Multi-Turn Angle Stop w/ Loose Key – Compression x Compression

Standard Part Listing (con't):

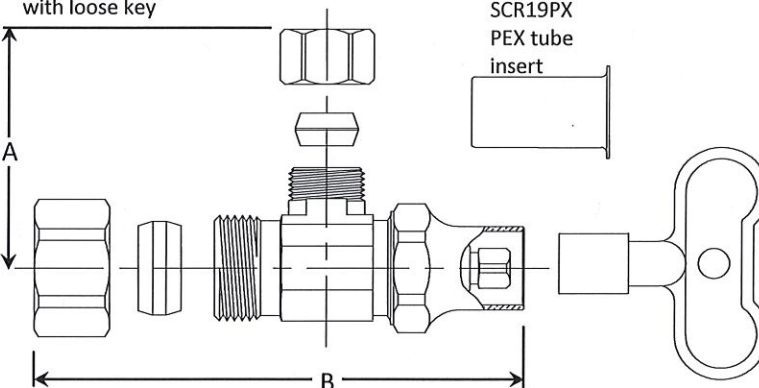
- ☐ SCR19PX C 1/2" Nom. compression x 3/8" OD compression with loose key, PEX stainless steel insert, chrome plated
- ☐ SCR39 C 1/2" Nom. compression x 1/2" OD compression with loose key, chrome plated
- ☐ SCR39 C1 1/2" nom compression x 1/2" OD compression with loose key, chrome plated, window box
- ☐ SCR49 C 1/2" nom compression x 5/8" OD compression with loose key, chrome plated
- ☐ SSCR19 C 1/2" nom compression x 3/8" OD compression with screwdriver slot, chrome plated
- ☐ SSCR39 C 1/2" nom compression x 1/2" OD compression with screwdriver slot, chrome plated
- ☐ SSCR49 C 1/2" nom compression x 5/8" OD compression with screwdriver slot, chrome plated

No-Lead Part Listing:

- ☐ SCR1BX C 3/8" nom compression x 3/8" OD compression, chrome plated
- ☐ SCR09X C 1/2" nom compression x 1/4" OD compression with loose key, chrome plated
- ☐ SCR19X C 1/2" nom compression x 3/8" OD compression with loose key, chrome plated
- ☐ SCR19X C1 1/2" nom compression x 3/8" OD compression with loose key, chrome plated, window box
- ☐ SCR19X R 1/2" nom compression x 3/8" OD compression with loose key, rough brass
- ☐ SCR39X C 1/2" nom compression x 1/2" OD compression with loose key, chrome plated
- ☐ SCR39X C1 1/2" nom compression x 1/2" OD compression with loose key, chrome plated, window box
- ☐ SSCR19X C 1/2" nom compression x 3/8" OD compression with screwdriver slot, chrome plated
- ☐ SSCR49X C 1/2" nom compression x 5/8" OD compression with screwdriver slot, chrome plated

PART DIMENSIONS (Inches)		
Model	Dim. A	Dim. B
SCR1B	1.02	2.56
SCR09	1.02	2.56
SCR19	1.02	2.56
SCR19PX	1.02	2.56
SCR39	1.11	2.65
SCR49	1.24	2.71
SSCR19	1.02	2.56

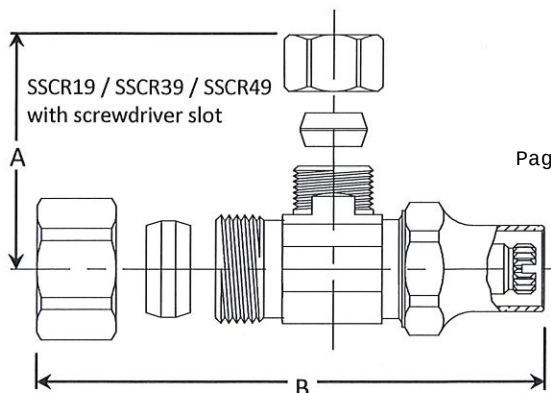
SCR09/ SCR19/ SCR39/ SCR49
with loose key



SCR19PX
PEX tube
insert

Listings & Certifications:

- IAPMO listed to ASME A112.18.1 / CSA B125.1 (File # 0645)
- CSA listed to ASME A112.18.1 / CSA B125.1 (File # 204593)
- No-Lead product CSA listed to Low Lead Content Certification Program – Plumbing Products Class 6853-01



SSCR19 / SSCR39 / SSCR49
with screwdriver slot

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This specification and all information contained herein is the confidential and exclusive property of BrassCraft Manufacturing, and shall not be disclosed to others without the written consent of BrassCraft Mfg. This specification must be returned to BrassCraft Mfg. if requested.

BrassCraft

Manual Sink Faucets

895-317GN8AE3ABCP

**CHICAGO
FAUCETS**

Geberit Group

Product Type

Deck-mounted manual sink faucet with 4" centers

Features & Specifications

- 4" fixed centers
- 8" rigid/swing gooseneck spout
- Pressure compensating Softflo aerator 2.2 GPM
- Vandal Proof 4" wristblade handle
- Quatern™ compression operating cartridge, right-hand
- Quatern™ compression operating cartridge, left-hand
- ECAST® design provides durable construction with total lead content equal to or less than 0.25% by weighted average
- Complies with the requirements of the Buy American Act of 1933.
- CFNow! Item Ships in 3 Days

Performance Specification

- Rated Operating Pressure: 20-125 PSI
- Rated Operating Temperature: 40-140°F

Warranty

- 5-Year Limited Cartridge Warranty
- Lifetime Limited Faucet Warranty
- 1-Year Limited Finish Warranty

Codes & Standards

- ADA ANSI/ICC A117.1
- NSF/ANSI 372 Low Lead Content
- Certified to NSF/ANSI 61, Section 9
- WARNING: This product can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Job Name _____

Item Number _____

Section/Tag _____

Model Specified _____

Architect _____

Engineer _____

Contractor _____

☐ Submitted as Shown

☐ Submitted with Variations

Date _____



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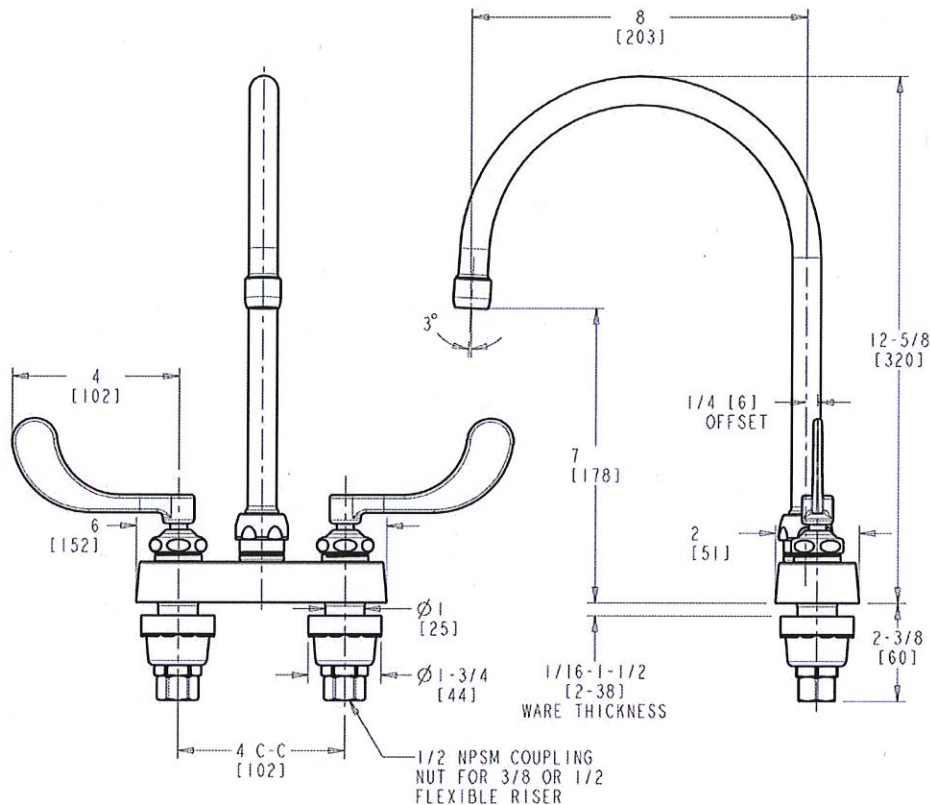
ECAST

ECAST products are intended for installation where state laws and local codes mandate lead content levels or in any location where lead content is a concern.



Architect/Engineer Specification

Chicago Faucets No. 895-317GN8AE3ABCP, Sink Faucet for hot and cold water, deck-mounted with 4" fixed centers, chrome plated. Rigid/swing gooseneck spout, 8" center-to-center. 2.2 GPM (8.3 L/min) pressure compensating Softflo aerator. 4" metal, vandal-proof, wristblade handles with sixteen-point, tapered broach and secured blue and red index buttons. Quatern™ rebuildable compression cartridge, opens and closes 90°, closes with water pressure, features square, tapered stem. 1/2" NPSM supply inlets and coupling nut for 3/8" or 1/2" flexible riser. ECAST® construction with less than 0.25% lead content by weighted average. This product meets ADA ANSI/ICC A117.1 requirements and is tested and certified to industry standards: ASME A112.18.1/CSA B125.1, Certified to NSF/ANSI 61, Section 9 by CSA, California Health and Safety Code 116875 (AB1953-2006), Vermont Bill S.152, and NSF/ANSI 372 Low Lead Content.



Operation and Maintenance

Installation should be in accordance with local plumbing codes. Flush all pipes thoroughly before installation. After installation, remove spout outlet or flow control and flush faucet thoroughly to clear any debris. Care should be taken when cleaning the product. Do not use abrasive cleaners, chemicals or solvents as they can result in surface damage. Use mild soap and warm water for cleaning and protecting the life of Chicago Faucet products. For specific operation and maintenance refer to the installation instructions and repair parts documents that are located at www.chicagofaucets.com.

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Chicago Faucets, member of the Geberit Group, is the leading brand of commercial faucets and fittings in the United States, offering a complete range of products for schools, laboratories, hospitals, office buildings, food service, airports and sport facilities. Call 1.800.TECTRUE or 1.847.803.5000 Option 1 for installation or other technical assistance.





**Dearborn®
Brass**

4675 W. 160th St.
Cleveland, Ohio 44135
Ph: (800) 321-9532
Fax: (800) 321-9535
www.dearbornbrass.com

SUBMITTAL SPECIFICATION

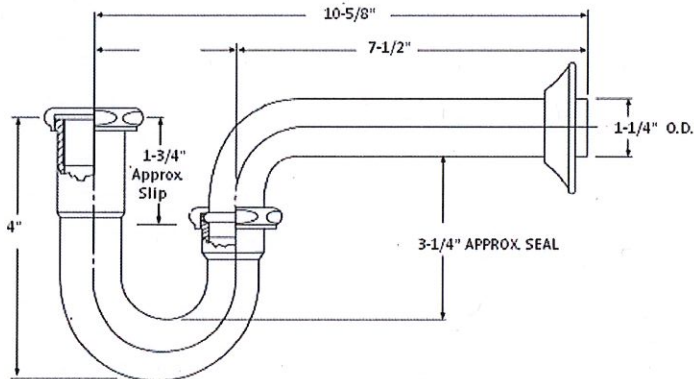
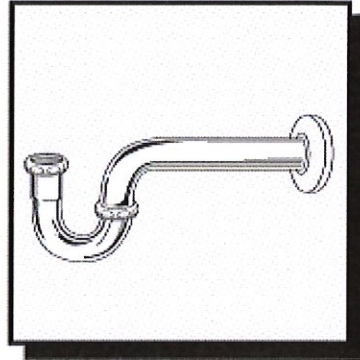
**BRASS TUBULAR
1-½" P-TRAP WITHOUT CLEANOUT**

Engineering Specification: Dearborn Brass 1-½" Brass Tubular P-Trap without Cleanout are designed for use in tubular drain applications. Available in 17, 20 or Budget Gauge Brass. Options include Brass Nuts, Deep Flange, Longer Wall Tube, Ground Joint and Unfinished Brass.

Job Reference

DESCRIPTION

- Chrome Finished
- 1-½" P-Trap Without Cleanout
 - (1) Metal Flange
 - (1) Quarter Bend
 - (1) J-Bend
 - (2) Rubber Washers
 - (2) Nuts



✓	Product No.	Description	Carton Quantity	Carton Weight (lbs)
	2702-1	1-½" P-Trap – Budget Ga.	25	23
	2702DF-1	1-½" p-Trap – Budget Ga. w/ Deep Flange	25	25
	702-1	1-½" P-Trap – 20 Ga.	25	28
	702BN-1	1-½" P-Trap – 20 Ga. w/Brass Nuts	25	30
	702DF-1	1-½" P-Trap – 20 Ga. w/ Deep Flange	25	29
	702DFBN-1	1-½" P-Trap – 20 Ga. w/ Deep Flange and Brass Nuts	25	31
	702A-1	1-½" P-Trap – 20 Ga. w/ 11.25" Wall Tube	25	35
	704-1	1-½" P-Trap – 17 Ga.	25	35
	H704-3	1-½" P-Trap – 17 Ga., Unfinished Brass – Display Box	6	8
	704BN-1	1-½" P-Trap – 17 Ga. w/ Brass Nuts	25	36
	704DF-1	1-½" P-Trap – 17 Ga. w/ Deep Flange	25	36
	704DFBN-1	1-½" P-Trap – 17 Ga. w/ Deep Flange and Brass Nuts	25	38
	704A-1	1-½" P-Trap – 17 Ga. w/ 10" Wall Tube	25	39
	704G-1	1-½" P-Trap – 17 Ga. w/ Ground Joint	25	36
	704GBN-1	1-½" P-Trap – 17 Ga. w/ Ground Joint and Brass Nuts	25	37
	704GBN-3	1-½" P-Trap – 17 Ga. w/ Ground Joint and Brass Nuts, Unfinished Brass	25	38
	704GDFBN-1	1-½" P-Trap – 17 Ga. w/ Ground Joint, Deep Flange and Brass Nuts	25	37

Data is subject to manufacturing tolerances.



**Dearborn®
Brass**

4675 W. 160th St.
Cleveland, Ohio 44135
Ph: (800) 321-9532
Fax: (800) 321-9535
www.dearbornbrass.com

SUBMITTAL SPECIFICATION

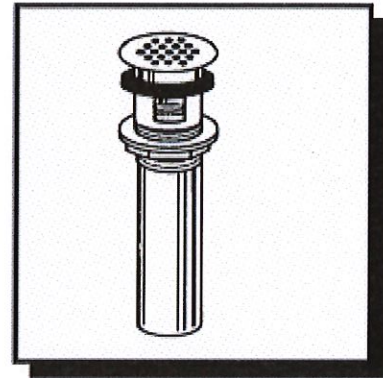
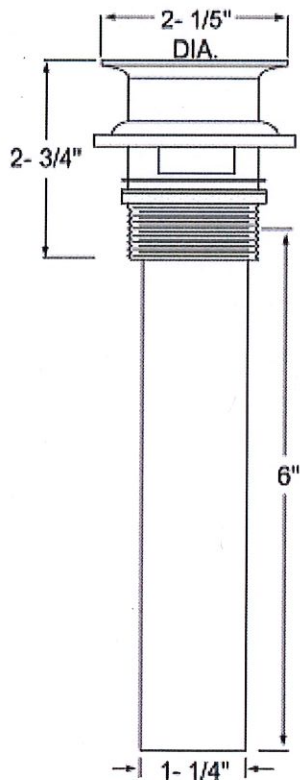
**CAST GRID
PATENT OUTLET PLUG**

Engineering Specification: Dearborn Brass Semi-Cast Grid Patent Overflow Plug with 1-1/4" x 6" – 17 gauge tailpiece.

Job Reference

DESCRIPTION

- Chrome Finished
- Includes: Cast Grid, P.O. Plug with nuts and washers and 17 gauge tailpiece
- Designed for installation in most commercial applications



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✓	Product No.	Description	Carton Quantity	Carton Weight (lbs)
	760-1	Semi-Cast Grid Patent Overflow Plug with 1-1/4" x 6" – 17 gauge Tailpiece	25	18

Data is subject to manufacturing tolerances.

CODE NUMBER

3010000

DESCRIPTION

1.6 gpf, Polished Chrome Finish, Single Flush, Royal® Exposed Manual Water Closet Flushometer.

DETAILS

- Flush Volume: 1.6 gpf (6.0 Lpf)
- Finish: Polished Chrome (CP)
- Valve: Diaphragm
- Valve Body Material: Semi-red Brass
- Fixture Type: Water Closet
- Fixture Connection: Top spud
- Rough-In Dimension: 11 1/2" (292mm)
- Spud Coupling: 1 1/2" (38mm)
- Supply Pipe: 1" (25mm)

FEATURES

- PERMEX® Synthetic Rubber Diaphragm with Dual Filtered Fixed Bypass
- High Back Pressure Vacuum Breaker Flush Connection with One-piece Bottom Hex Coupling Nut
- Sweat Solder Adapter with Cover Tube & Cast Wall Flange with Set Screw
- Non-Hold-Open Handle, Fixed Metering Bypass and No External Volume Adjustment to Ensure Water Conservation
- Diaphragm, Handle Packing and Vacuum Breaker to be molded from PERMEX® Rubber Compound for Chloramine Resistance
- Adjustable Tailpiece
- ADA Compliant Metal Oscillating Non-Hold-Open Handle
- 1" I.P.S. Screwdriver Bak-Chek® Angle Stop with Free Spinning Vandal Resistant Stop Cap

VIDEOS

- ▶ PVD Special Finishes



COMPLIANCES & CERTIFICATIONS



(ADA Compliant, cUPC Certified, BAA Compliant)

RECOMMENDED SPECIFICATION

Valve Body, Cover, Tailpiece and Control Stop shall be in conformance with ASTM Alloy Classification for Semi- Red Brass. Valve shall be in compliance with the applicable sections of ASSE 1037 and ANSI/ASME 112.19.2.

VALVE OPERATING PRESSURE (FLOWING)

15-80 PSI (103-552 kPa). Specific fixtures may require greater minimum flowing pressure - consult manufacturer requirements.

DOWNLOADS

- [Royal Exposed Installation Instructions](#)
- [Control Stop Repair and Maintenance Guide](#)
- [Flush Connections Flanges Repair and Maintenance Guide](#)
- [Tail Piece Repair and Maintenance Guide](#)
- [Royal Flushometers Repair and Maintenance Guide](#)
- [Tools/Accessories](#)
- [Flushometer Pressure gauges](#)
- [Additional Downloads](#)

NOTES

All information contained within this document subject to change without notice.

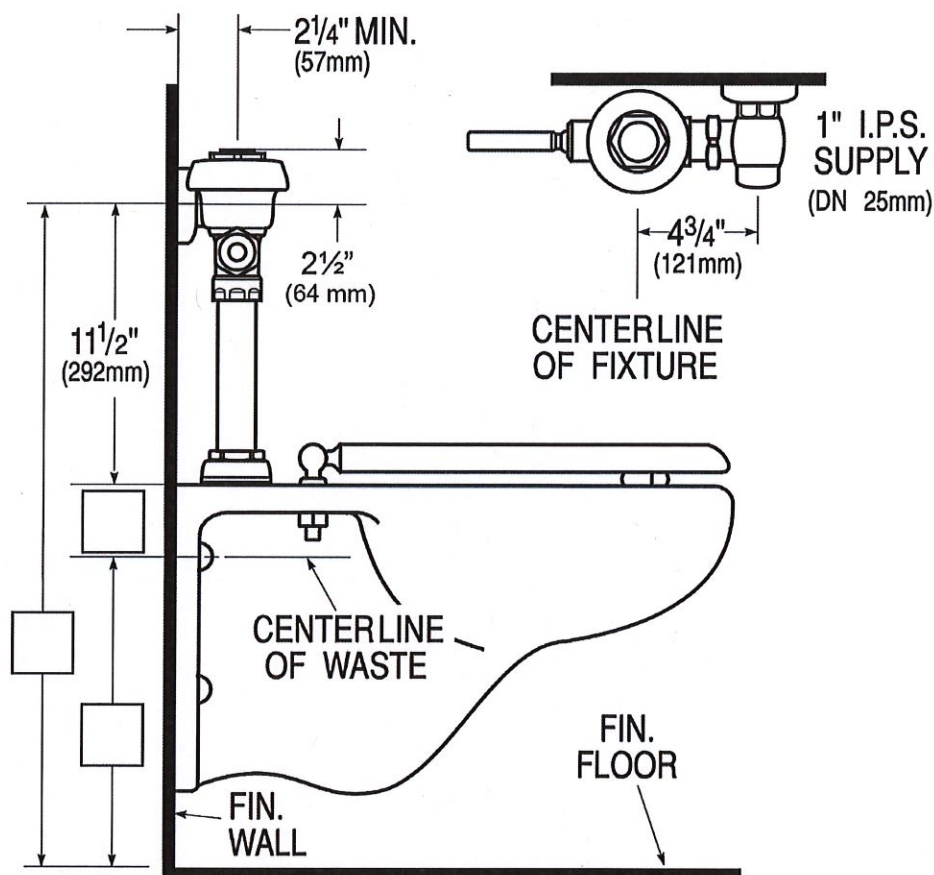
Looking for other variations of the ROYAL 111 product? [View the general spec sheet with all options.](#)

[Find a compatible urinal](#) for this flushometer.

[Find a compatible water closet](#) for this flushometer.

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ROUGH-IN

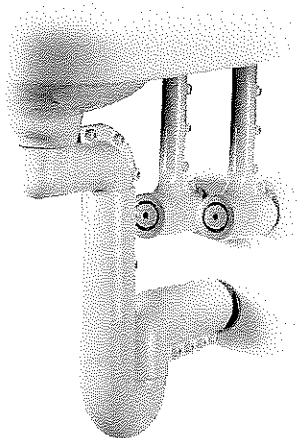




COMBINATION KIT: ONE TRAP, TWO SUPPLY STOP PROTECTORS, AND ONE OFFSET DRAIN PROTECTOR

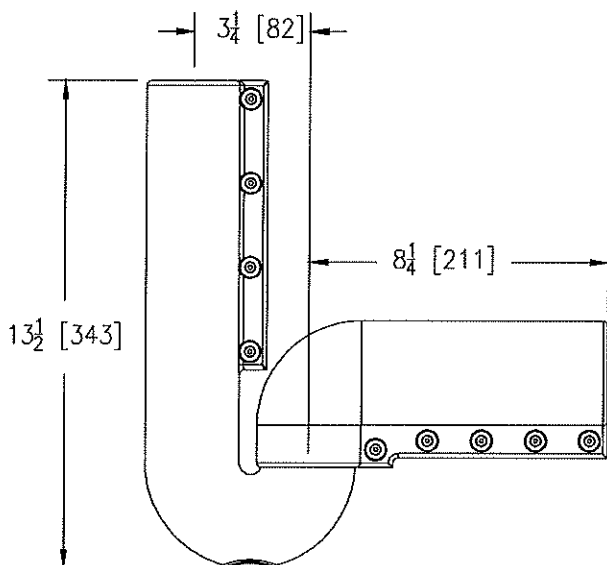
Z8946-3-NT

TAG _____

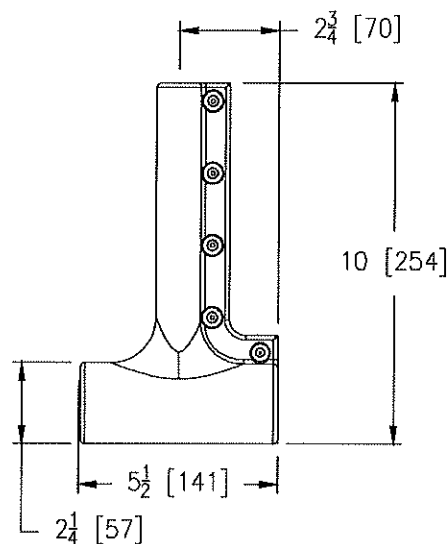


ENGINEERING SPECIFICATION: ZURN Z8946-3-NT Combination Kit: One trap protector, two supply stop protectors and one offset drain protector, satin white PVC resin. Antimicrobial, resists thermal transfer, and is ADA compliant. Trap protector fits both tubular and semi-cast P traps.

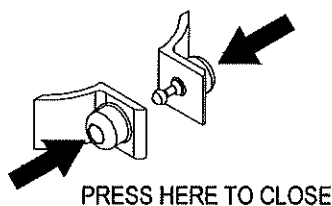
Patent Pending



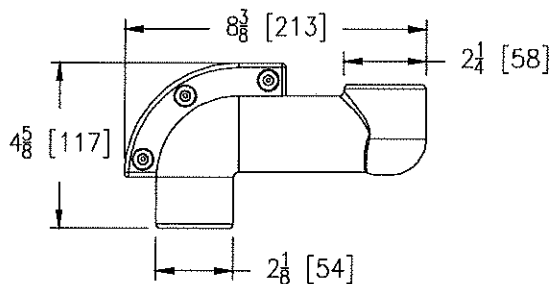
TRAP PROTECTOR



SUPPLY STOP PROTECTOR



PRESS HERE TO CLOSE



OFFSET DRAIN PROTECTOR

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ZURN INDUSTRIES, LLC. ♦ COMMERCIAL BRASS OPERATION ♦ 5900 ELWIN BUCHANAN DRIVE ♦ SANFORD NC 27330

Phone: 1-800-997-3876 ♦ Fax: 919-775-3541 ♦ World Wide Web: www.zurn.com

In Canada: ZURN INDUSTRIES LIMITED ♦ 3544 Nashua Drive ♦ Mississauga, Ontario L4V1L2 ♦ Phone: 905-405-8272 Fax: 905-405-1292

AquaSpec® is a registered trademark of Zurn Industries, LLC.

Rev. B
Dwg. No. 66245

Date: 3/4/2015
Product No. Z8946-3-NT

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
BID NO. 2020-03

TRAUMA 2 WASTE WATER PROJECT
Addendum Date: March 20, 2020

ADDENDUM NO. 3

Additional Information

1. This Addendum addresses changes to the BID timeline. See Changes / Clarifications below

Changes / Clarifications

1. The Q&A period has been extended until Friday, April 3, 2020 at end of day. UMC will respond with an addendum no later than Friday, April 17, 2020 by end of day. The Addendum will be posted on Clark County Purchasing Website.
2. Bid opening is tentatively scheduled for Thursday, May 22, 2020 at **2:00:00 p.m.**, based on the time clock at UMC's Materials Management front desk. A public Bid Opening will take place immediately thereafter in Ambulatory Conference Room. Please review the Bid Document for more information regarding Bid acceptance and delivery methods.

Issued by

Should you have any questions, please contact me at (702) 207-8846 or via email at frances.heiy@umcsn.com.

Issued by:

Frances Heiy
Contracts Specialist
UMC

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
BID NO. 2020-03**

**TRAUMA 2 WASTE WATER PROJECT
Addendum Date: May 8, 2020**

ADDENDUM NO. 4

Additional Information

1. This Addendum addresses changes to the Bid Submission Process. See Changes / Clarifications below.
2. This Addendum addresses a correction to a typo in the Submission Date.

Changes / Clarifications

1. Bid opening is scheduled for Thursday, May 21, 2020 at **2:00:00 p.m.**, based on the time clock at UMC's IT Office. A public Bid Opening will take place immediately thereafter in Ambulatory Conference Room.
2. Only one door at the UMC Delta Point offices (901 Rancho Lane) is accessible. Signs will be placed on the common entrance doors directing Vendors to the door on the second floor on the east side of the building. The side that borders Tonopah and has the parking garage. Walk up the parking deck ramp to the second floor and use the crossway to access the building.
3. Social distancing protocols will require that each Vendor send only one representative. That representative must wear a mask and agree to hand sanitizer and to a temperature screening. Once the rep is cleared to enter the building there will be signs directing the representative to the Ambulatory Conference room.
4. No more than 10 people may be in the conference room. Additional participants will wait in the lobby at six (6) foot intervals.
5. Please consider submitting bids before the public opening to prevent delays based on this extraordinary situation.
6. Please review the Bid Document for more information regarding Bid acceptance and delivery methods.

Issued by

Should you have any questions, please contact me at (702) 207-8846 or via email at frances.heiy@umcsn.com.

Issued by:

Frances Heiy
Contracts Specialist
UMC

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: 4						
Corporate/Business Entity Name: <u>PJ BECKER & SONS CONSTRUCTION, LLC</u>						
(Include d.b.a., if applicable) <u>N/A</u>						
Street Address: <u>6767 W. TROPICANA AVE</u>			Website: <u>www.PJBECKERANDSONS.COM</u>			
City, State and Zip Code: <u>LAS VEGAS, NV 89103</u>			POC Name: <u>MICHAEL C BECKER</u>			
Telephone No: <u>702-248-1027</u>			Email: <u>MIKE@PJBECKERANDSONS.COM</u>			
Nevada Local Street Address: <u> </u>			Fax No: <u>702-248-1092</u>			
(If different from above) <u> </u>			Website: <u> </u>			
City, State and Zip Code: <u> </u>			Local Fax No: <u> </u>			
Local Telephone No: <u> </u>			Local POC Name: <u> </u>			
			Email: <u> </u>			

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>PETE BECKER</u>	<u>PARTNER</u>	<u>33 1/3</u>
<u>PJ BECKER</u>	<u>"</u>	<u>"</u>
<u>MICHAEL BECKER</u>	<u>"</u>	<u>"</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]
 Signature
PARTNER
 Title

MICHAEL C. BECKER
 Print Name
JUNE 12, 2019
 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative



NOTIFICATION OF INTENT TO AWARD

June 2, 2020

It is the intent of University Medical Center of Southern Nevada ("UMC") to authorize the award of Bid No. 2020-03, Trauma 2nd Floor Waste Water Replacement (PWP NO. CL-2020-200), to PJ Becker & Sons Construction, LLC.

BID SUMMARY

<u>Bids Received</u>	<u>Total Base Bid Amount</u>
Monument Construction	\$397,235.00*
PJ Becker & Sons Construction, LLC	\$592,075.00
Martin-Harris Construction, Inc.	\$883,529.00

*Withdrawal of Bid

In accordance with the Bid Package, Instructions to Bidders Section 14, all Bidders have up to five (5) business days from the date of this Notification to submit a formal written protest. Such protest must be accompanied by a bid protest bond in the amount of the lesser of 25 percent of the total value of the Base Bid submitted by the Bidder filing the protest, or \$250,000. Formal protests should be delivered to Frances Heiy, UMC's Designated Contact.

If you have questions about this notification, please contact Frances Heiy, Contracts Specialist, at 702-207-8846.

ISSUED BY:

Frances Heiy
Contracts Specialist

Cc: Monty Bowen, UMC Plant Operations
William Rawlinson, UMC Plant Operations
Labor Commissioner



June 3, 2020

P J Becker and Sons Construction, LLC
Attn: Joel Coffman
6767 W. Tropicana Ave., Suite 110
Las Vegas, NV 89103

RE: Notification of Required Documents

BID NUMBER: 2020-03, Trauma 2nd Floor Waste Water Replacement Project

PWP NO. CL-2020-200

Dear Mr. Coffman:

The Agreement between University Medical Center of Southern Nevada ("UMC") and P J Becker and Sons Construction, LLC for the above-referenced Bid is in UMC's final approvals processes. The contract cannot be fully executed until UMC receives the required bonds and insurance.

As required in the "Bonds and Insurance Requirements and Forms" section of the Bid Document, please provide the following to UMC within ten (10) business days from receipt of this notice:

1. A Performance Bond, Labor and Material Payment Bond, and a Guaranty Bond in the amount of 100 percent of the contract price.
2. A Certificate of Workers Compensation Insurance issued by an insurer qualified to underwrite workers' compensation insurance in the state of Nevada.
3. A completed Disclosure of Ownership
4. A completed Representations and Certifications

Please return the above requested bonds and insurance information to my attention within ten (10) business days after receipt of this letter. You will be issued a Letter of Award and a copy of the contract documents when the insurance and bonds are returned in a format that is acceptable to University Medical Center of Southern Nevada, and after UMC and the Governing Board fully approves this agreement.

Please let me know if you have any questions.

Sincerely,

Frances Heiy
Contracts Specialist
702-207-8846

Page 200 of 429

1800 W. Charleston Blvd.
Las Vegas, NV 89102
(702) 383-2000



Mason VanHouweling
Chief Executive Officer

June 25, 2020

P J Becker and Sons Construction, LLC
Attn: Joel Coffman
6767 W. Tropicana Ave., Suite 110
Las Vegas, NV 89103

RE: NOTICE OF AWARD
UMC BID NUMBER 2020-03, Trauma 2nd Floor Waste Water Replacement Project
PWP NO. CL-2020-200

Dear Mr. Coffman:

Thank you for submitting all of the required documentation for the subject Bid. All documentation appears to be in order, and this project is hereby awarded to P J Becker and Sons Construction, LLC in the amount of \$592,075.00. This award letter authorizes you to immediately execute the required contracts with your equipment and material supplier(s) and required subcontractors. No substitution of listed subcontractor(s) is permitted unless submitted to University Medical Center of Southern Nevada ("UMC") in writing in accordance with the contract documents. A copy of the contract document is enclosed for your records.

UMC's Plant Operations department will administer this contract and will contact you in the near future to schedule the project kickoff meeting. They will also coordinate with our Public Safety Office/Officers and Contracts Management teams to ensure you have all the resources and support needed to complete this project, while also ensuring project activities do not unduly disrupt services to our patients, their loved ones, staff and the public.

Thank you for your continued interest in doing business with University Medical Center of Southern Nevada.

Sincerely,

Mason VanHouweling
Chief Executive Officer

Enclosures: Contract Documents (Bid Document, Contractor's Bid Form, all Addenda, Contractor's Bonds and Insurance)

Cc: Monty Bowen, Plant Operations
Will Rawlinson, Plant Operations

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

Issue:	Award RFP No. 2020-09 Underpayment Recovery Services with FIRM Revenue Cycle Management Services, Inc.	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board review and approve for award RFP No. 2020-09 Underpayment Recovery Services to FIRM Revenue Cycle Management Services, Inc.; authorize the Chief Executive Officer to sign the Agreement; and take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000853000	Funded Pgm/Grant: N/A
Description: Underpayment Recovery Services	
Bid/RFP/CBE: RFP No. 2020-09	
Term: Three (3) years from date of last authorized signature	
Amount: Contingency fee of 15% of all recoveries for accounts assigned 119 days or less from placement, 17% of all recoveries for accounts assigned greater than 119 days, and 20% of all recoveries from assigned accounts that require legal team intervention and/or a second level appeal due to technical or medical necessity denial; estimated yearly cost is NTE \$1,051,206.00; estimated total contract value is NTE \$3,153,618.00	
Out Clause: 30 days without cause	

BACKGROUND:

RFP No. 2020-09 for Underpayment Recovery Services was published in the Las Vegas Review Journal on March 29, 2020, and posted on the Clark County Website under Current Contracting Opportunities. Confirmation of Interest Forms were received from 12 entities. On May 1, 2020, responses were received from:

- Aergo Solutions, LLC
- Boost Healthcare Consulting
- FIRM Revenue Cycle Management Services, Inc.
- MedMetrix
- Salud Revenue Partners
- Triage Consulting Group
- TruBridge, LLC

Cleared for Agenda
June 24, 2020

Agenda Item #

8

An ad hoc committee reviewed all submitted proposals independently and anonymously, and recommends the selection of, and contract approval with FIRM Revenue Cycle Management Services, Inc. currently ("FIRM").

FIRM will assist UMC with its Underpayment Recovery Services which include placement of all patient accounts with an insurance balance of zero (\$0.00) that have been paid or denied by commercial insurance, contracted payers, Workers' Compensation, Managed Medicare, Managed Medicaid, and Out-of-State Medicaid within the United States of America ("Domestic Accounts"). FIRM will also: (1) seek to obtain reimbursement for all UMC's Domestic Accounts with a zero balance through provider enrollment, billing, follow-up and collection activities related to such accounts; (2) staff and manage an offsite billing center to handle billing, tracking, follow-up, collection efforts and activities related to the accounts which must include offsite supervision and management; and (3) employ professionals versed in the various insurance plans and a wide range of health coverage throughout the United States of America to ensure UMC is in compliance and reimbursed properly for these services.

UMC agrees to compensate FIRM 15% of all recoveries for accounts assigned 119 days or less from placement, 17% of all recoveries for accounts assigned greater than 119 days, and 20% of all recoveries from assigned accounts that require legal team intervention and/or a second level appeal due to technical or medical necessity denial. The estimated annual cost is NTE \$1,051,206.00.

The term of this Agreement will commence from the Effective Date and will continue for a period of three (3) years unless terminated with a thirty (30) day written notice by either party.

Staff has negotiated the proposed Agreement and fees associated, and found them equitable for the work to be performed.

UMC's Director of Patient Accounting has reviewed and recommends award to FIRM and approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

FIRM Revenue Cycle Management Services, Inc. currently holds an active Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at its June 17, 2020 meeting and recommended for approval by the Governing Board.

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

SERVICE AGREEMENT FOR

RFP NO. 2020-09

UNDERPAYMENT RECOVERY SERVICES

FIRM Revenue Cycle Management Services, Inc.
NAME OF COMPANY
Nancy Momcilovic, Esq., President/CEO
DESIGNATED CONTACT, NAME AND TITLE
5590 S. Fort Apache Road, Las Vegas, NV 89148
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(702) 473-8900, ext. 210
(AREA CODE) AND TELEPHONE NUMBER
(702) 666-0347
(AREA CODE) AND FAX NUMBER
nancy@firmrcm.com
EMAIL ADDRESS

SERVICE AGREEMENT FOR UNDERPAYMENT RECOVERY SERVICES

This Service Agreement for Underpayment Recovery Services (the "Agreement") is made and entered into as of the date of last authorized signature ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and FIRM REVENUE CYCLE MANAGEMENT SERVICES, INC., a Nevada S-Corporation (hereinafter referred to as "COMPANY"), for Underpayment Recovery Services (hereinafter referred to as "PROJECT"). HOSPITAL and COMPANY may be referred to individually as a "PARTY" or collectively as the "PARTIES."

WITNESSETH:

WHEREAS, this Agreement sets forth the general terms and conditions for which COMPANY shall provide services to HOSPITAL as more fully set forth in the Exhibits and/or Statement of Work(s) requested by HOSPITAL and agreed to by COMPANY; and

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$3,153,618.00, including all travel, lodging, meals and miscellaneous expenses, 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 shall commence on the Effective Date and shall continue for three (3) years ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

HOSPITAL agrees to pay COMPANY for the performance of services described in the Fee Schedule (**Exhibit B**) for the not-to-exceed amount of \$3,153,618.00. HOSPITAL's obligation to pay COMPANY cannot exceed the not-to-exceed amount. It is expressly understood that the entire Scope of Work defined in **Exhibit A** of this Agreement must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Terms of Payments

1. Payment of monthly invoices will be made within ninety (90) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
2. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Any expenses not defined in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
 - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph B.1 above. Upon mutual resolution of the disputed amount,

COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph B.1 above.

3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

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.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

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

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

- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
 - 1. Permitted or required approval by HOSPITAL of any services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- G. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- H. At HOSPITAL's request, COMPANY will provide within a reasonable timeframe all financial information related to its operations at HOSPITAL, including but not limited to financial reports and results.
- I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by

HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.

- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Kimberly Hart, Patient Accounting**, telephone number **(702) 383-3762** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

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

SECTION IX: TERMINATION

A. Termination

1. Termination for Cause

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

- a. Not less than thirty (30) calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination, and an opportunity to remedy or cure the default within thirty (30) calendar days. If, after the thirty (30) day calendar period (or such other time frame as agreed to by the parties) the breaching party does not remedy or cure such default, the non-breaching party may then terminate this Agreement effective immediately thereafter.

2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
 - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V paragraph F.
 - 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 C** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Exhibit C** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

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

TO HOSPITAL:	University Medical Center of Southern Nevada Attn: Contracts Management 1800 W. Charleston Blvd. Las Vegas, NV 89102
TO COMPANY:	FIRM Revenue Cycle Management Services, Inc. Attn: Nancy Momcilovic, Esq., President/CEO 5590 S. Fort Apache Rd. Las Vegas, NV 89148

SECTION XII: MISCELLANEOUS

A. Amendments

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

B. Independent Contractor

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

C. Immigration Reform and Control Act

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

D. Public Funds / Non-Discrimination

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

E. Assignment

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

F. Indemnity

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

G. Governing Law / Venue

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

H. Covenant Against Contingent Fees

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

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

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

J. Audits

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

K. Covenant

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

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

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 agrees to complete and submit the attached the Subcontractor Information form as provided in **Exhibit D**. The information provided in **Exhibit D** by COMPANY is for HOSPITAL's information only.

O. Non-Excluded Healthcare Provider

COMPANY represents and warrants to HOSPITAL that neither it nor any of its affiliates (1) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (2) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").

P. Public Records

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

HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify, defend and hold harmless HOSPITAL from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of COMPANY documents in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

Q. Publicity

Subject to the provisions of Section XII, paragraph P, 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.

R. Disclosure of Ownership Form

COMPANY agrees to provide the information on the attached Disclosure of Ownership/Principals Form as set forth in **Exhibit E** prior to any Agreement and/or Agreement amendment to be awarded by the Governing Board.

S. Business Associate Agreement

COMPANY agrees to comply with the provisions in the attached Business Associate Agreement as set for in **Exhibit H**.

T. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov, go to "Business License Department" (http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx).

U. Representations and Certifications Form

COMPANY certifies that the attached Representations and Certifications form (**Exhibit F**) is accurate and complete. Exhibit F is incorporated herein by reference.

V. Vendor/Supplier Self-Identification Form

COMPANY agrees to complete the attached Vendor/Supplier Self-Identification form (**Exhibit G**).

W. UMC Information Technology Requirements for Technology Implementations Form

COMPANY agrees to meet and follow the UMC Information Technology Requirements for Technology Implementations as provided in **Exhibit I**.

X. Ownership of Records

All data made available by HOSPITAL to COMPANY hereunder shall remain the property of HOSPITAL.

[Signature page to follow]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: MASON VANHOUWELING DATE
Chief Executive Officer

COMPANY:

FIRM REVENUE CYCLE MANAGEMENT SERVICES, INC.

By: Nancy Momcilovic 6/5/2020
NANCY MOMCILOVIC, ESQ. DATE
President

EXHIBIT A
UNDERPAYMENT RECOVERY SERVICES
SCOPE OF WORK

Underpayment Recovery Services which include placement of all patient accounts with an insurance balance of zero (\$0.00) that have been paid or denied by: 1) commercial insurance; 2) a contracted payer 3) Workers' Compensation; 4) Managed Medicare; 5) Managed Medicaid; and 6) Out-of-State Medicaid within the United States of America ("Domestic Accounts"). COMPANY will seek to obtain reimbursement for all UMC's Domestic Accounts with a zero balance through provider enrollment, billing, follow-up and collection activities related to such accounts. COMPANY will also staff and manage an offsite billing center to handle billing, tracking, follow-up, collection efforts and activities related to the accounts which must include offsite supervision and management. COMPANY will also employ professionals versed in the various insurance plans and a wide range of health coverage throughout the United States of America to ensure UMC is in compliance and reimbursed properly for these services.

1. Hospital Information:

- a. **Facility Name:** University Medical Center of Southern Nevada (UMC)
- b. **Location:** Las Vegas, NV
 - i. University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Bed Size: 497
- c. **Gross Patient Revenue:**
 - i. UMC: \$ 3,214,598,473
- d. **Net Patient Revenue:**
 - i. UMC: \$649,511,610
- e. **Patient Accounting System:** EPIC
 - i. Daily note files will be required from COMPANY.
 - 1. COMPANY must utilize standard EPIC extracts for referrals, updates, transactions, and any other applicable information that needs to be recorded in EPIC. (See **Exhibit J** for Standard EPIC file specifications).
 - ii. COMPANY must be able to accept an average of 837 transaction files daily.

2. UMC Vendor Requirements:

- a. COMPANY must have experience working with EPIC; UMC would train a super user in EPIC. COMPANY would be responsible for training their staff after receiving training from UMC.
- b. COMPANY must be licensed in the United States of America as a billing and collections agency.
- c. COMPANY must be able to send and receive emails via Transport Layer Security (TLS) encryption to ensure strict adherence to patient privacy.
- d. COMPANY must work accounts placed at minimum based on the following:
 - i. Data analysis of zero dollar accounts to identify potential underpayments. UMC will provide PROSPER with zero balance account on an agreed upon interval.
 - ii. Contract rate review established by managed care agreements and State fee schedules to identify potential shortages.
 - 1. If a shortage is identified, COMPANY will rebill claim or appeal as necessary for additional reimbursement.
 - 2. If an account requires a correction on the claim, COMPANY will rebill the claim as a reconsideration or an appeal as required by the payer. In no event shall COMPANY institute or prosecute litigation on behalf of or in the defense of UMC without UMC's prior approval.
 - 3. If an account requires an electronic rebill, COMPANY will submit a request to UMC to submit the rebill as required.
 - 4. If an underpayment is due to missed charges or a coding error, the account will be referred to UMC to audit and correct. COMPANY will rebill the corrected claim unless the corrected claim is required to be billed electronically. If the rebill is required to be submitted electronically, COMPANY will submit the request to UMC to complete.
 - iii. COMPANY will follow up and notate accounts submitted for additional reimbursement consistent with UMC's requirements.

- iv. COMPANY must send a monthly report identifying trends, underpaid accounts and overall recovery.
 - 1. Reports must be customizable at no additional cost to UMC.
 - v. UMC will be allowed to recall any account they deem necessary according to a mutually agreed upon process between COMPANY and UMC.
 - vi. COMPANY will staff and manage a remote billing center to handle the billing, tracking, follow-up and collection efforts related to the accounts referred to COMPANY.
 - 1. Remote team must be made up of professionals versed in Workers' Compensation, various insurance and managed care plans, and a wide range of health coverage to ensure UMC is in compliance with and reimbursed properly for all services rendered by UMC.
 - 2. COMPANY will have access to legal professionals versed in insurance plans, and familiar with multiple jurisdictional legal requirements who must be part of the management team ("Legal Professionals"). Legal Professionals shall be responsible for performing certain legal interventions related to placed Domestic Accounts, which shall include assisting COMPANY's staff with interpreting law related to debt collection practices and handling escalated written and telephonic communications related to claim appeals. In no event shall COMPANY institute or prosecute litigation on behalf of or in the defense of UMC without UMC's prior approval.
 - 3. COMPANY will be responsible for providing training of all representatives associated with UMC's accounts to include all applicable laws, policies, regulations, and privacy of medical information.
 - vii. COMPANY will seek to obtain reimbursement for all necessary account applicable claim forms upon receipt of all information necessary to produce a claim and will be responsible for submitting the claim to the various third party entities.
 - viii. COMPANY must escalate concerns surrounding accounts at least thirty (30) days prior to the date of timely filing.
 - ix. UMC will send placements to COMPANY which shall include all patient accounts with an insurance balance of zero (\$0.00) that have been paid or denied by insurance.
 - 1. International and Self Pay accounts will be excluded.
 - 2. Commercial insurance, contracted payers, Workers' Compensation, Medicaid Fee for Service, Medicare, Managed Medicare, Managed Medicaid, and Out-of-State Medicaid will be included in this project for all patient types for hospital, primary care, and quick care clinics.
 - 3. COMPANY must be able to accept placements transmitted via SFTP.
 - a. After the initial look-back placement (Date Range - TBD), COMPANY will receive placements from UMC from Date 1 onward. The project will only include accounts from the EPIC system.
 - x. COMPANY must work all accounts up to the time of stale date per payer's contracted term.
 - 1. COMPANY will be provided access to, or copies of current payer contracts, UB-04s, itemized statements, implant invoices, medical record, EOBs, and other pertinent information as deemed necessary by UMC in the performance of this project for recovery of receivables.
 - 2. As UMC deems necessary in the performance of this project, COMPANY will be provided access to UMC's patient accounting system to review and update account notes. COMPANY must comply with HIPAA and UMC's security policies for access to protected information.
 - a. To ensure HIPAA compliance, UMC's accounts will be maintained separately from any other client accounts handled by COMPANY.
 - xi. COMPANY will comply with UMC's Vendor Management Office (VMO) and provide any necessary documentation requested by the VMO including but not limited to the following:
 - 1. COMPANY must send any requested performance reports at least on a monthly basis.
 - 2. COMPANY must provide any account detail and status as requested by VMO.
 - 3. COMPANY must grant VMO access to any necessary sites in order fully audit accounts in COMPANY's inventory.
 - xii. COMPANY must give weekly updates to the vendor management office (VMO) and UMC leadership team surrounding the top ten (10) highest dollar accounts in their inventory and the status of those claims.
 - xiii. COMPANY must hold themselves to the standard of UMC when speaking to any and all parties outside of UMC regarding any UMC account.
 - xiv. COMPANY must adhere to the Fair Debt Collections Practice Act and all applicable Federal and State Laws related to billing and collections.
- e. COMPANY must comply with UMC's VMO including, but not limited to the following:
 - i. Attend meetings as deemed necessary by the VMO at no additional cost.
 - ii. Provide and update the files outlined in **Exhibit K**.
 - 1. Inventory file must be submitted via the VMO's SFTP on a weekly basis.
 - 2. Invoice detail file must be submitted via the VMO's SFTP on a monthly basis.
 - f. COMPANY must provide their services in a manner consistent with UMC's mission, vision and values.
 - 1. COMPANY and all designated COMPANY representatives who shall perform the services in accordance with this Scope of Work must be assigned to UMC's accounts.
 - 2. All UMC patients and customers must be treated in accordance with quality standards of customer service and with respect for human dignity.

3. UMC will represent, to the best of its knowledge, that all charges and coding data on its placed accounts reflect services that were rendered to the patient. If COMPANY identifies and account with inaccurate information, such as coding or charges, COMPANY must report this information back to UMC.
 4. COMPANY and any of its agents, assignees or representatives, shall be authorized to represent UMC and file and/or process insurance claims on behalf of UMC.
 5. COMPANY will not be responsible for any clinical coding of any of the services provided by UMC to its patients. UMC shall be solely responsible for coding services.
- g. COMPANY will must produce monthly reports that identify contract discrepancies by payer so that UMC may update systems and contract entry within the EPIC system to prevent future losses and reimbursement.
 - h. COMPANY shall provide an acknowledgement report to UMC for reconciliation purposes.
 - i. COMPANY will return the accounts to UMC upon UMC's request according to an agreed upon process.
 - j. COMPANY's hours of operation at minimum is between 8:00 AM to 5:00 PM PST, Monday through Friday.
3. **Other:** COMPANY will accept UMC's backlog as needed and determined by UMC.

**EXHIBIT B
UNDERPAYMENT RECOVERY SERVICES
FEE SCHEDULE**

1. **Implementation Fee:** NONE
2. **Monthly Fee:** NONE
3. **Per Account Minimum Fee:** NONE
4. **Contingency Fee:**
 - a. HOSPITAL shall pay COMPANY 15% of all recoveries from assigned accounts 119 days or less of placement.
 - b. HOSPITAL shall pay COMPANY 17% of all recoveries from assigned accounts greater than 119 days of placement.
 - c. HOSPITAL shall pay COMPANY 20% of all recoveries from assigned accounts that require legal team intervention and/or a second level appeal due to technical or medical necessity denial.

EXHIBIT C

(Successful COMPANY will be required to provide a copy of the declaration page of its current liability insurance policy prior to the award of the Contract.)

INSURANCE REQUIREMENTS

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

Format/Time: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **10 calendar 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 Contract and any renewal periods.

Best Key Rating: HOSPITAL requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

HOSPITAL Coverage: HOSPITAL, its officers and employees must be expressly covered as additional insured except on workers' compensation and professional liability insurance coverages. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.

Endorsement/Cancellation: COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL. All policies 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.

Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.

Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.

Commercial General Liability: Subject to Paragraph 6 of this Exhibit, 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.

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 Contract.

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 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.

Workers' Compensation: COMPANY shall obtain and maintain for the duration of this Contract, 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.

Failure To Maintain Coverage: If COMPANY fails to maintain any of the insurance coverages required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Contract.

Additional Insurance: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.

Damages: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.

Cost: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

Insurance Submittal Address: All Insurance Certificates requested shall be sent to the University Medical Center of Southern Nevada, Attention: Contracts Management. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

Insurance Form Instructions: The following information must be filled in by COMPANY's Insurance Company representative:

- 1) Insurance Broker's name, complete address, phone and fax numbers.
- 2) COMPANY's name, complete address, phone and fax numbers.
- 3) Insurance Company's Best Key Rating
- 4) Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) General Aggregate (\$2,000,000)
 - (E) Products-Completed Operations Aggregate (\$2,000,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) Each Occurrence (\$1,000,000)
 - (H) Fire Damage (\$50,000)
 - (I) Medical Expenses (\$5,000)
- 5) Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
- 6) Worker's Compensation
- 7) Description: Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
- 8) Certificate Holder:

University Medical Center of Southern Nevada
c/o Contracts Management
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

THE CERTIFICATE HOLDER, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, MUST BE NAMED AS AN ADDITIONAL INSURED.

Appointed Agent Signature to include license number and issuing state



FIRMREV-01

CLEJEUNE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2020

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

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

PRODUCER Kaercher Insurance 9555 Hillwood Drive Suite 140 Las Vegas, NV 89134	CONTACT NAME:	FAX (A/C, No): (702) 386-7970	
	PHONE (A/C, No, Ext): (702) 304-7800	E-MAIL ADDRESS:	
INSURED Firm Revenue Cycle Services 5590 S Fort Apache Road Las Vegas, NV 89148	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Evanston Insurance Co.		35378
	INSURER B : AmTrust Insurance Co of Kansas		15954
	INSURER C : Lloyd's Underwriters		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	2AA330912	6/19/2020	6/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		2AA330912	6/19/2020	6/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	KWC1200683	3/20/2020	3/20/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof Liability		1119120	7/9/2019	7/9/2020	Each claim \$ 1,000,000
C	Prof Liability		1119120	7/9/2019	7/9/2020	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
University Medical Center of Southern Nevada, its officers, employees and volunteers are additional insureds with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project. General liability is primary and non-contributory.

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 CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT E
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 Minority Business Enterprise	☐ WBE Women-Owned Business Enterprise	☐ SBE Small Business Enterprise	☐ PBE Physically Challenged Business Enterprise	☐ VET Veteran Owned Business	☐ DVET Disabled Veteran Owned Business	☐ ESB Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		FIRM Revenue Cycle Management Services, Inc.				
(Include d.b.a., if applicable)						
Street Address:		5590 S. Ft. Apache Road		Website: www.firmrcm.com		
City, State and Zip Code:		Las Vegas, NV 89148		POC Name: Nancy Momcilovic		
				Email: Nancy@firmrcm.com		
Telephone No:		702-473-8900, ext. 210		Fax No: 702-666-0347		
Nevada Local Street Address:				Website:		
(If different from above)						
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)
Nancy Momcilovic	President/CEO	50%
Joseph Cook	Principal	50%

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

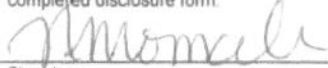
1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

☐ 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

Nancy Momcilovic

Print Name

President/CEO

Title

4/17/2020
Date

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

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

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

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

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

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

For UMC Use Only:

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

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

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

**EXHIBIT F
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)**

The prospective proposer, **FIRM Revenue Cycle Management Services, Inc.** certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or affiliates
 - a. Are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and
 - b. Has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").
2. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
3. Have within a three (3)-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
4. Have not within a five (5)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification; and,
6. That it is not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Nancy Momcilovic, President/CEO

2020-09

Printed Name & Title of Authorized Representative

Proposal Number

Signature of Authorized Representative

Date

I am unable to certify to the above statement. My explanation is attached.

Signature _____ Date _____ Proposal Number _____

EXHIBIT G
VENDOR/SUPPLIER SELF-IDENTIFICATION FORM INSTRUCTIONS

Why are you being asked to complete this form?

University Medical Center of Southern Nevada (UMC), as a member public entity of the Regional Business Development Advisory Council for Clark County (Chapter 7, Statutes of Nevada 2003), is required to gather specific demographic business data for State of Nevada reporting purposes. This data is also used to support UMC's outreach efforts to firms classified as one of the business designation groups identified in this form. The data requested in this section is gathered for such reporting and informational purposes ONLY.

To help us measure how well we are doing, we are asking you to tell us about all classifications that apply to your business. **Note:** If Supplier identifies as a "Disabled Veteran Business Enterprise", they must also select "Veteran Business Enterprise".

Completion and submission of this form is voluntary, and is not a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and University Medical Center of Southern Nevada. Failure to provide this information will not result in a refusal by UMC to enter into an agreement/contract and/or release monetary funding to the disclosing entity.

We appreciate your assistance.

Confidential Self-Identification Information

Confidential Self-Identification Information

EXHIBIT H
BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the ____ of _____, 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 **FIRM Revenue Cycle Management Services, Inc.**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
 - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
 - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).
- (d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:
 - (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
 - (ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees:
 - (i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.
 - (ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.
 - (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.

(b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

- (i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and
- (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
- (iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
- (iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

- (i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
- (ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

- (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
- (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
- (iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
- (iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

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

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of

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

VIII. MISCELLANEOUS

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

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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

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

COVERED ENTITY:

By: _____

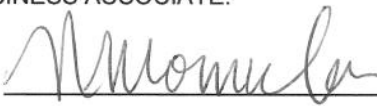
Mason VanHouweling

Printed Name

Chief Executive Officer

Title

BUSINESS ASSOCIATE:

By: 

Nancy Momcilovic, Esq.

Printed Name

President/CEO

Title

5590 S. Fort Apache Rd.

Address

Las Vegas, NV 89148

City/State/Zip

EXHIBIT I
UMC INFORMATION TECHNOLOGY REQUIREMENTS
FOR TECHNOLOGY IMPLEMENTATIONS

Database

- Vendor-provided databases must be developed on an industry standard platform such as Microsoft SQL or Oracle. Other database platforms may be reviewed and accepted on a case-by-case basis.
 - SQL Databases must be version 2012 or newer and be capable of running in a windows active/passive clustered environment. If not, you will be required to provide licensing for a locally hosted instance.
 - SQL databases must be able to run within a Named Instance on UMC's current SQL cluster. Other setups may be reviewed and accepted on a case-by-case basis.
 - If database is part of an application running under a virtual machine, the database must be stored and run in the UMC SQL failover cluster.
- Vendor must provide recommendations for support, integrity maintenance, backup schemes, space considerations, etc. for any databases they provide.
- If applicable, the vendor will perform a conversion or other transition of data in the current database into the new solution.
- The application, if using Oracle, must run on one or more versions currently supported by Oracle.

Development

- System must be able to use healthcare standard interfaces (HL7). Other data formats will be considered on a case-by-case basis.
- For deployment of any application that's hosted on our web site (umcsn.com), it should be developed in Microsoft platform - .Net Framework 4.5 or Higher, SQL Server 2012 or higher running on IIS Web Server. If the application is hosted in an external server, we can provide links to the Site.
- To deploy any solution/application in our Intranet, it should be developed in Microsoft platform - .Net Framework 4.5 or Higher, SQL Server 2012 or higher running on IIS Web Server. We will also need the Source Code to provide ongoing support.
- Web applications are rendered with MS IE as a standard browser to view them. Adobe Flash is supported in IE environment. There is no support for HTML5 or JAVA at this time but may be supported in future.
- Crystal Reports is used as a standard reporting tool.
- Applications housing regulated data (HIPAA/PHI, PCI_DSS, PII, Joint Commission, etc.) must house test data for development and testing/training purposes. Production data is reserved for production only. Exceptions must be approved in writing by the Information Security Office (ISO) and data owner.

Configuration Management

- Vendor needs to provide specifications for all hardware and non-software requirements, server and client, to host and run their systems as a separate purchasable option.
- The COMPANY will provide a detailed contract, detailing and separating hardware costs and maintenance, software license(s) and maintenance (system and any third-party software), implementation fees, training and other professional services fees, including travel and expenses, as applicable.
- The COMPANY will provide diagrams, charts, and graphical representations of all systems designs to include ALL components proposed in their bid. This includes internet, networks, servers, firewalls, workstations, modalities and all other IT components on or off-site that need to be procured for the COMPANY's solution.
- For Windows and non-Windows OS, vendor must provide documentation for AD / LDAP integration for security and account management.
- Critical applications (as defined by UMC) must include adequate failover and redundancy to ensure 100% uptime.

Compliance

- Proposed solutions must be compliant with all relevant regulatory requirements (HIPAA/PHI, PCI_DSS, PII, Joint Commission, etc.) in all facets of design, delivery, execution and ongoing support.

Client

- Applications must be compatible with and conform to the below minimum client requirements:
 - Desktops/Notebook
 - Windows 7 or higher
 - Chrome, IE9 or higher
- Client Virtualization
 - Citrix XenApp
 - Microsoft AppV
- Deployment packages must be deployable using SCCM including a silent installer, documentation, and a list of client dependencies.

Network/Infrastructure

- Products or devices being deployed must support a routed, segmented IP v4 network. IPv6 is not supported and should not be enabled.

- The use of a VLAN, firewall and/or other network configuration measures may be employed to isolate and contain vendor solutions that do not conform to established security and network requirements.
- All bids for such measures must include costs to implement non-conforming designs.
- Vendor will certify UMC's WLAN prior to finalization of contract.
- WLAN Devices will meet the following requirements:
 - WPA2 PSK AES encryption scheme with a minimum 128 bit passkey.
 - All wireless devices must be able to function properly with a minimum - 70 db RSSI with a 0 to 25 db signal to noise level.
 - Wireless devices must function properly on channels 802.11.G.N channels 1,6, or 11.
 - Wireless devices must be able to function properly with a distributed access antenna (DAS) system.
- Wireless devices used as a critical life system (CLS) must be able to operate correctly on UMC's WLAN and CLS devices must be certified to operate on prior to finalization of contract.
- UMC utilizes SNMP for monitoring devices on the network. Systems must be compatible with SNMP version 2 or 3 for addition to the UMC monitoring solution.
- For Windows based OSs WMI must be installed and enabled.

Systems and Operations

- Server systems capable as running in virtual platforms are preferred. The guest operating system will run on a VMWare ESX 5.5 or Microsoft Server 2012 HyperV environment host utilizing either iSCSI or fiber attached SAN.
- Vendor-provided solutions must be developed on current and supported industry standard operating systems platforms. Microsoft Windows Datacenter 2012 or above is preferred. Other operating systems may be reviewed and accepted on a case-by-case basis.
- Installation and maintenance of the server and client applications are to be provided in a WISE or InstallShield (or similar tool) method.
- UMC IT will manage all UMC computer hardware installed.
- UMC IT will manage operating systems software, including operating system updates, asset management agents, backup agents, and anti-virus protection installed on all UMC devices.
- Vendor software must not interfere or invalidate any operational function of UMC- managed software or agents. – Documented and approved exceptions may be made for issues such as database folders/files that require exclusion from anti-virus scans. - All proposed exceptions will be reviewed on a case-by-case basis.
- Upgrades, enhancements, feature changes, and maintenance to vendor software will be done in coordination with and the cooperation of UMC IT Department personnel.
- Proposed systems must be capable of being managed remotely and securely by the supporting vendor.
- Vendors may not service or modify the software at user request without express consent and involvement of the UMC IT Department.
- Turn-key solutions that provide hardware and software must use industry standard hardware platforms (for example HP, Dell, IBM, SUN) and include appropriate Intelligent Platform Management Interfaces (IPMI) for side-band management agents such as HP Integrated Lights Out (ILO2), Dell Remote Assistance Card (DRAC) or IBM Remote Supervisor Adaptor (RSA).
- Hardware supplied by the vendor will be rack mountable, "server class" with redundant power supplies and storage.
- UMC will have full administrative rights with respective Administrator, Local Administrator and Root accounts. Fiber Channel SAN-attached storage, the application must be capable of running on RAID-DP.
 - Preferred local storage configuration should be capable of RAID 5, other configurations will be considered on a case by case basis.
 - OS partitions will be at least 50 GB.
 - Virtual systems with supplied templates are acceptable.
 - Virtual machine configurations will have at least 50 GB OS partition; application/data/binaries must reside on separate partition(s).
- All rack mount servers shall have dual power supplies and run on 208V circuits. Other setups may be reviewed and accepted on a case-by-case basis.
- Applications must run on currently supported operating systems, database engine, hardware, interfaced systems, etc. No more than two versions behind.
- Application vendor is responsible for staying up-to-date with operating systems, database engines, hardware, interfaced systems, etc.
 - UNIX/Linux-based applications must run as a service account and not as 'root'.
 - For UNIX/Linux-based applications, no use of SETUID or SETGID as 'root'.
 - Application files or directories should not require root access.
- UNIX/Linux-based application will not be installed into the system volume group/root file system.
- Vendor must accommodate and support routine operating system patching at least quarterly.
- Vendor must accommodate and support emergency operating system patching within two weeks of the release of said patch.
- Access to the server/application and transferring of data will use secure protocols (SSH/SSL, SFTP, SCP, etc.) and will be in compliance with current HIPAA and other regulatory requirements at the time of installation and into the future.
- UNIX/Linux based systems will use SUDO or SU accounts and not using direct logins.

Project Management

- Vendor will use a project management tool to track and manage project status and tasks.
- Vendor will provide a weekly status updates, including training plan, to UMC PMO, once project is kicked off.
- Vendor must provide UMC with specific and detailed technical and security requirements for their product deployment, prior to contract signature.
- Vendor must provide a single point of contact for communication during the project duration.
- Vendor needs to provide a written scope of work to be reviewed by the UMC PMO, including each type of UMC resource required and estimated work effort, prior to project kick off.
 - The vendor must work with the UMC PMO, upon Purchase Order being issued.
 - The vendor must supply a task list with UMC IT responsibilities clearly listed prior to project kick off.
 - The scope needs to include review, test, implementation, training, deployment, and maintenance.
- Vendor must get approval from PMO prior to scheduling a Go Live date.
- The vendor must provide an activation Plan which defines the vendors plan for roaming education prior to the day of Go Live.

Security

- The application must be compliant with UMC's password policy for all accounts (user, service account, schema owner, etc.) meeting the following requirements:
 - UMC access for provisioning accounts is performed against MS Active Directory (AD) in support of single sign-on.
 - User Accounts (logged in by a user):
 - Passwords must be a minimum of 8 characters in length.
 - Passwords must consist of 3 of 4 categories of uppercase letters, lowercase letters, numbers and/or special characters.
 - Passwords of user accounts must be changed (expired) every ninety (90) days.
 - Applications that do not "sync" with LDAP/AD must have the ability for the user to change their password within the application.
 - Passwords cannot be reused for 8 password changes.
 - Passwords must be encrypted and cannot be stored in plain text or reversible encryption\encoding within the application.
 - Service Accounts (auto logged in or accounts run as an installed service):
 - Service accounts cannot be used by an individual to manually log in to a workstation or server.
 - Individual support accounts will be provided to allow vendor to provide support. The password will expire every 60 days.
 - Passwords must be a minimum of 14 (prefer 20) characters in length.
 - Passwords must consist of multi-case letters, numbers, and special characters, and may not contain dictionary words.
 - Passwords for service accounts may be set to never expire when approved by the ISO or their designee.
 - Service account passwords must be encrypted and cannot be stored in plain text or reversible encryption\encoding within the application. *The only exception is a workstation KIOSK account and must be approved by the ISO or designee.
 - Service Accounts should be domain service accounts where possible.
 - Service Accounts and Administrator accounts must be recorded including password and not distributed to non-administrative or development users.
 - Users should utilize their assigned user accounts for user /desktop access with appropriate user or administrative permissions. Use of Administrator accounts is restricted to System Administrator level users for administrative purposes only.
 - Service Accounts should be blocked from signing into user desktops / or desktop access is limited to specified applicable server(s).
 - Vendors must not distribute Service Accounts to non-administrative or development users.
 - Vendors must utilize their individual / personal assigned user accounts for user access. Service Accounts must not be used to access user desktops.
 - Vendors will not share passwords or access to accounts, and will not create additional accounts without the permission of the UMC Information Security Office (ISO) and UMC application owner. Violation of this will result in reporting as an "incident" and escalating to appropriate levels.
 - Vendor must accommodate closing of non-secure or unused services/ports (e.g. sendmail, portmap) or document why said services are needed.
 - SMTP servers other than UMCSN SMTP servers are prohibited.
 - Anonymous SMTP Relay is only permitted to internal UMC users; any outbound email must be authenticated through MS Active Directory.
 - Client applications will not require local administrator access on the workstation computer to process or work with the server application.
 - Client software must use DNS for hostname resolution and be capable of finding server resources in either a forward or reverse-lookup fashion.
 - Web based portals or applications must use port SSL (port 443) to perform initial sign on of users.

- Any web based feature or function must be capable of running fully in SSL (port 443) mode and be configurable to process this way if desired by UMC.
- Web-enabled applications must be Internet Explorer 9 compliant. They should not require ActiveX components or other ad-hoc components not supplied during initial install. This applies to future upgrades as well. The only exception to this is digital certificates necessary to provide secured processing.
- Digital certificates required for processing should be quoted from a recognized public key organization (VeriSign, etc.) and pricing for certificates will be included in bid.
- Components of the solution on UMC's network must be capable of accepting UMC's Microsoft Active Directory Group Policy Object (AD/GPO) directives and attaching to UMC's domain.
- Local administrator logons MAY NOT be used to install or run vendor software. All vendor accounts must conform to UMC logon policies and be issued through MS active directory including service, support, database SA and any other system access logon/password combination.
- Vendor software must be MS Lightweight Directory Access Protocol (LDAP) compliant and interfaced to allow control of user access.
- All remote access by the vendor will be done by approved UMC methods, i.e., HTTP/SSL over port 443, VPN or similar configuration.
- Vendor's system will need to be compatible with UMC's anti-malware product Sophos. Directory exceptions must be provided by vendor and documented.
- Audit logs must be generated and imported into a standard SIEM.
- Data transfers of any kind containing regulated information (HIPAA/PHI, PCI_DSS, PII, Joint Commission, etc.) from UMC to a non-UMC site must be approved by the Information Security Office (ISO) and UMC data owner – in writing. Transfers must be done over an approved secure channel.
- User access logging must be provided to support user audit trail – for end user access as well as privileged administrative access.
- Payment Card Information (PCI) is not allowed on the UMC network. PCI compliance is required for any exposure to Payment Card Data (PCD).
- If a SaaS model is proposed, UMC reserves the right to periodically assess the security of vendor environment.
- If vendor comes into contact with UMC sensitive, regulated or confidential information, additional security requirements may be imposed (e.g. BAA for exposure to Protected Health Information (PHI)).
- UMC does not currently allow mobile devices to connect to the UMC network.

Training

- Vendor provides training plan (blueprint).
 - Based upon the contract, training will be supplied by one of the following options:
 - On-site provided by Vendor for all users.
 - On-site provided by Vendor for train-the-trainers that will in turn train end users.
 - Off-site training by Vendor.
 - Web-based training provided by Vendor.
 - No training and UMC is responsible for building curriculum.
- Documentation – Requirement should be in Word format so that UMC can edit:
 - Vendor delivers full set of curriculum (normally Users Guide and Quick Reference Guide).
 - Vendor provides proficiency exams. (if necessary).
 - Vendor gives option for UMC to build own curriculum.
- Data for classes – Vendor provides the scope for a training and testing environment with test data for classes with a script to refresh the data daily, or as applicable.
- User IDs for classes – Vendor provides training user IDs for classes, or will work with the UMC PMO to define requirements.
- Vendor provides a list of any hardware or software needed for the training facilities, at least two weeks in advance (coordinated through UMC PMO).
- The Vendor will supply detailed guides for installation and administration of both server and client software for the classroom environment.

Backups

- UMC utilizes CommVault Simpana as an enterprise backup solution. Any systems must support the install of a corresponding CommVault backup agent (iDataAgent) to allow UMC to pull backups of the machine.
- Systems must be compatible with CommVault Simpana version 11 or later.
- Any File, Directory, or Drive exclusions required by the vendor should be provided to UMC for configuration on the enterprise backup system and be approved by UMC Information Security.

**EXHIBIT J
STANDARD EPIC FILE SPECIFICATIONS**

Field	Required or Optional?	Format	Example	Notes
1-Account ID	Required	Numerical	1000789	Compared to Hospital Account ID (I HAR .1).
2-Note Type	Optional	Category Number	1	For account-level notes: Category value from the Hospital Account Note Type (I HNO 542) item. The default value is 1-General. For guarantor-level notes: Category value from the Account Notepad Type (I HNO 540) item.
3-User	Required	Alphanumeric	6188	Must be a valid external Epic user ID from the User Number (I EMP .1) item.
4-Summary (title)	Optional	Alphanumeric	Account Note Addendum for Overdue Accounts from September	If blank, defaults to the first 80 characters from the Text field.
5-Text	Required (see notes)	Alphanumeric	This note indicates that this account is overdue.	This field is required only if you're creating account notes with this file. If you are using this file to exclusively place billing indicators, this field is not required. The placement of a billing indicator also automatically creates a system generated note in Epic based on your hospital billing system definitions (HSD) setting.
6-Expiration Date	Optional	MM/DD/YYYY	01/02/2017	
7-Level	Optional	Category Number	2	Guarantor level notes appear on all HARs for that guarantor and are generally used very sparingly.
8-Priority	Optional	Category Number	1	Use a category number from the Priority (I HNO 545) item.
9-Billing Indicator	Optional	Category Number	104	Use a category number from the Billing Indicator (I HAR 85) item. The system only posts the billing indicator if Level=1.

DEMOGRAPHICS	
Column Name	Value
Free Text	01
Hospital Account ID	
Account Service Area	UMC
Account Location	UMC Parent Location
Patient MRN	
Patient Name (Last, First, Middle)	
SSN (EPT)	
Patient DOB	
Patient Sex (EPT)	
Marital Status	
Patient Preferred Language	
Coding Admission Date	
Admission Time	
Coding Discharge Date	
Discharge Time	
Discharge Location	
ID, PATIENT ADDRESS	
ID, PATIENT ADDRESS	
TPR City (EPT)	
Patient State	
ID, PATIENT ZIP	
Country	
Patient Phone Number	
Patient Phone Number	
Patient E-mail Address	
Emergency Contact 1 - Name	
Next of Kin Relationship	
Emergency Contact 1 Address Line 1	
Emergency Contact 1 Address Line 2	
Emergency Contact 1 City	
Emergency Contact 1 State	
Emergency Contact 1 ZIP Code	
(Retired) Emergency Contact 1 Primary Phone Number	
Emergency Contact 1 Work Phone	
Emergency Contact 1 is Legal Guardian?	
Emergency Contact 2 - Name	
Emergency Contact 2 Relationship	
Emergency Contact 2 Address Line 1	
Emergency Contact 2 Address Line 2	
Emergency Contact 2 City	
Emergency Contact 2 State	

Emergency Contact 2 ZIP Code	
Emergency Contact 2 Home Phone Number	
Emergency Contact 2 Work Phone	
Emergency Contact 2 is Legal Guardian?	
Third Emergency Contact	
Emergency Contact 3 Relationship	
Emergency Contact 3 Address Line 1	
Emergency Contact 3 Address Line 2	
Emergency Contact 3 City	
Emergency Contact 3 State	
Emergency Contact 3 ZIP Code	
Emergency Contact 3 Home Phone Number	
Emergency Contact 3 Work Phone	
Emergency Contact 3 is Legal Guardian?	
Patient Employer	
Employer Address	
Employer Address	
Employer City	
Patient Employer State	
Employer Postal Code	
Employer Country	
Employer Phone	
Hospital Account Base Class	
Patient Types (EPT)	
Account Class	
Patient Deceased Date	
Account Primary Service	
Primary Financial Class	
SBO Total Charges	
SBO Self-Pay Balance	
Account Balance	
Stop Bill Reason	
Primary Plan	
Primary Payor	
Primary Coverage Subscriber Name	
Primary Coverage Subscriber Name	
Primary Coverage Subscriber Date of Birth	
Primary Coverage Subscriber Sex	
Primary Coverage Subscriber Social Security Number	
Primary Coverage Subscriber Address	
Primary Coverage Subscriber City	
Primary Coverage Subscriber State	
Primary Coverage Subscriber ZIP Code	
Primary Coverage Subscriber Country	

Primary Coverage Subscriber Phone Number	
Primary Coverage Subscriber Employer Name	
Primary Coverage Policy Number	
Primary Coverage Group Number	
Primary Coverage Group Name	
Primary Coverage Authorization Number	
Primary Coverage Subscriber Relation to Patient	
Primary Coverage Address	
Primary Coverage City	
Primary Coverage State	
Primary Coverage ZIP Code	
Primary Coverage Country	
Primary Coverage Phone Number	
Secondary Plan ID	
Secondary Payor (Current)	
Secondary Coverage Subscriber Name	
Secondary Coverage Subscriber Name	
Secondary Coverage Subscriber Date of Birth	
Secondary Coverage Subscriber Sex	
Secondary Coverage Subscriber Social Security Number	
Secondary Coverage Subscriber Address	
Secondary Coverage Subscriber City	
Secondary Coverage Subscriber State	
Secondary Coverage Subscriber ZIP Code	
Secondary Coverage Subscriber Country	
Secondary Coverage Subscriber Phone Number	
Secondary Coverage Subscriber Employer Name	
Secondary Coverage Policy Number	
Secondary Coverage Group Number	
Secondary Coverage Group Name	
Secondary Coverage Auth Number	
Secondary Coverage Subscriber Relationship to Patient	
Secondary Coverage Address	
Secondary Coverage City	
Secondary Coverage State	
Secondary Coverage ZIP Code	
Second Coverage Country	
Secondary Coverage Phone Number	
Tertiary Plan ID	
Tertiary Payor (Current)	
Tertiary Coverage Subscriber Name	
Tertiary Coverage Subscriber Name	
Tertiary Coverage Subscriber Date of Birth	
Tertiary Coverage Subscriber SSN	

Tertiary Coverage Subscriber Address	
Tertiary Coverage Subscriber City	
Tertiary Coverage Subscriber State	
Tertiary Coverage Subscriber ZIP Code	
Tertiary Coverage Subscriber Country	
Tertiary Coverage Subscriber Phone Number	
Tertiary Coverage Subscriber Employer Name	
Tertiary Coverage Policy Number	
Tertiary Coverage Group Number	
Tertiary Coverage Authorization Number	
Tertiary Coverage Subscriber Relationship to Patient	
Tertiary Coverage Authorization Number	
Tertiary Coverage Subscriber Relationship to Patient	
Tertiary Coverage Address	
Tertiary Coverage City	
Tertiary Coverage State	
Tertiary Coverage ZIP Code	
Tertiary Coverage Country	
Tertiary Coverage Phone Number	
Quaternary Plan ID	
Quaternary Payor	
Quaternary Coverage Subscriber Name	
Quaternary Coverage Subscriber Name	
Quaternary Coverage Subscriber Date of Birth	
Quaternary Coverage Subscriber Sex	
Quaternary Coverage Subscriber Social Security Number	
Quaternary Coverage Subscriber Address	
Quaternary Coverage Subscriber City	
Quaternary Coverage Subscriber State	
Quaternary Coverage Subscriber ZIP Code	
Quaternary Coverage Subscriber Country	
Quaternary Coverage Subscriber Phone Number	
Quaternary Coverage Subscriber Employer Name	
Quaternary Coverage Policy Number	
Quaternary Coverage Group Number	
Quaternary Coverage Group Name	
Quaternary Coverage Auth Number	
Quaternary Coverage Subscriber Relation to Patient	
Quaternary Coverage Address Line 1	
Quaternary Coverage City	
Quaternary Coverage State	
Quaternary Coverage ZIP Code	
Quaternary Coverage Country	
Quaternary Coverage Phone Number	

Guarantor Payment Plan End Date Estimate	
Guarantor ID	
Guarantor Name	
Guarantor SSN (EAR)	
Guarantor DOB (EAR)	
Guarantor Relation to Patient	
Billing Address	
Billing Address	
Billing City	
Billing State	
Billing ZIP	
Billing Country	
Billing Home Phone Number	
Billing Work Phone Number	
Guarantor Status	
Employer	
Employer Address	
Employer Address	
Employer City	
Employer State	
Employer ZIP	
Employer Country	
Employer Phone	
Guarantor Employer Fax	
Employment Status	
Claim Admission Type	
Claim Admission Source	
Claim Discharge Disposition	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Free Text	
Free Text	
Claim Condition Code	
Claim Condition Code	
Claim Value Code	
Value Code Amount	
Claim Value Code	
Value Code Amount	

Admission Diagnosis	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
Attending Provider (ID)	
Attending Provider (ID)	
Attending Provider (ID)	
Referring Provider Name	
Referring Provider Name	
Referring Provider Name	
Claim Accident Type	
Workers' Comp Auto Accident Claim Number	
Claim Info Injury Date	
Claim Info Time of Injury	
Claim Place of Injury	
Workers' Comp Condition Employment Related	
Workers' Comp Claim Number	
Workers' Comp Place of Service	
Workers' Comp Employer	
Primary Payor Payment Total	
Last Payment Date Primary Payor	
Secondary Payor Payment Total	
Last Payment Date Secondary Payor	
Tertiary Payor Payment Total	
Last Payment Date Tertiary Payor	
Quaternary Payor Payment Total	
Last Payment Date Quaternary Payor	
Primary Adjustments	
Secondary Adjustments	

Tertiary Adjustments	
Quaternary Adjustments	
Total Insurance Payments	
Total Insurance Adjustments	
Total Self-pay Payments	
Total Self-Pay Adjustments	
Last Statement Date	
Self-pay Follow-up Level	
Self-Pay Follow-up Date	
Payment Plan Current Balance	
Payment Plan Amount	
Payment Plan Amount Due	
Payment Plan Hospital Accounts	
Guarantor Payment Plan End Date Estimate	
Discharge Department ID	
Record Creation Department	
CHARGES	
Column Name	Value
Free Text	02
Hospital Account	
Procedure Code	
Description	
Revenue Code	
CPT® Code	
Modifier	
Quantity	
Service Date	
Amount	
PAYMENTS	
Column Name	Value
Free Text	04
Hospital Account	
Procedure Code	
Description	
Post Date	
Payor ID	
Amount	
Transaction Reference Number	

ADJUSTMENTS	
Column Name	Value
Free Text	05
Hospital Account	
Procedure Code	
Description	
Post Date	
Payor ID	
Amount	
Transaction Reference Number	
INSURANCE BUCKETS	
Column Name	Value
Free Text	06
Hospital Account	
Bucket Type	
Bucket Plan	
Payor	
Bucket Claim Invoice Number	
Current Balance	
First Claim Date	
Last Claim Date	
First External Claim Sent Date	
Last External Claim Sent Date	
Claim Form Type	
Claim Form Type	
CHARGES	
Column Name	Value
Free Text	12
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
PAYMENTS	
Column Name	Value
Free Text	14
Hospital Account	
Procedure Code	

Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
Reference Number	
ADJUSTMENTS	
Column Name	Value
Free Text	15
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
Reference Number	

**EXHIBIT K
VENDOR FILE FORMAT SPECIFICATIONS**

A. Vendor File Format Specifications – Invoice Detail File

This section outlines the data fields, naming convention, and transmission schedule of an 'Invoice Detail' file to be used for purposes of vendor invoice reviews. The file is to contain a complete snapshot of all payments and fees for the invoiced month. The file is to be generated in CSV or Excel format (.xls or .xlsx). CSV format is preferred if it's available. If generated in Excel, do NOT name the sheet.

File data fields:

Attributes in RED are crucial data elements, remaining attributes to be added if easily exportable.

Field	Attribute	Description
1	Account Number	Unique account identifier used in the hospital and/or physician practice information system
2	Guarantor Number	Unique patient identifier used in the hospital and/or physician practice information system
3	Medical Record Number	Patient's unique medical record identifier used in the hospital and/or physician practice information system
4	Patient Name	Patient's first and last name that is associated with the account number (do not separate by a comma)
5	Date of Service	Service date for the account number (Format: mm/dd/yyyy)
6	Agency Assignment Date	Date of initial placement to Agency (Format: mm/dd/yyyy)
7	Paid Us	The dollar value paid by the patient to the Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
8	Paid You	The dollar value paid by the patient to the hospital (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
9	Additional Payment to Us	The dollar value paid by the patient to the Agency for anything other than the principle balance (ex. processing fee, interest, etc.)
10	Transaction Description	The spelled-out transaction description (identifies PT vs INS payment, etc.)
11	Payment Receipt Date	Date in which the payment was <u>originally</u> received (Format: mm/dd/yyyy)
12	Payment Post Date	Date in which the payment was <u>posted</u> to the hospital's Patient Accounting System received (Format: mm/dd/yyyy)
13	Fee	Fee amount charged by the Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
14	Placed Account Balance Amount	The dollar value of account balance at time of placement with Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
15	Current Account Balance	The dollar value of current account balance with Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
16	Facility	Name of facility for main hospital

Data field notes:

- All column headers need to be included even if the columns do not contain data.

File naming convention:**mmddyy_hospital_Facility_vendor_Invoice**

<i>mmddyy</i>	=	Date the file was generated
<i>hospital</i>	=	Hospital name (abbreviation is preferred)
<i>Facility</i>	=	Facility Name (abbreviation is preferred)
<i>vendor</i>	=	Vendor name (abbreviation is preferred)

File Transmission:

A new file is to be uploaded to the Healthfuse secure FTP site the beginning of each month for the previous month's transactions. The details of the secure FTP site will be provided separately.

Headers and Footers:

Please include headers named the same as outlined in the "Attribute" field of table above. **No footers** (i.e., page numbers, dates, row counts, etc.) should be included in the file. **No graphics, hidden rows or extra rows** should be above the column headers. **No merged or hidden rows or columns.**

B. Vendor File Format Specifications – Inventory – AR/Denials/Third Party Liability (TPL)

This section outlines the data fields, naming convention, and transmission schedule of an 'inventory' file to be used for purposes of account audits. The file is to contain a complete snapshot of all accounts in vendor's active inventory (i.e., accounts currently assigned to vendor as of date of weekly file). The file is to be generated in Excel format (.xls or .xlsx) or CSV. CSV format is preferred if it's available.

File data fields:

Attributes in RED are required for set up, remaining attributes need to be added within 90 days.

Field	Attribute	Description
1	Account Number	Hospital's unique identifier for date of service for the Guarantor
2	Guarantor Number	Unique patient identifier used in the hospital and/or physician practice information system
3	Medical Record Number	Patient's unique medical record identifier
4	DOS	Date of Service (Format: mm/dd/yyyy)
5	Placed Date	Date of Initial Placement (or Admit date if not discharged yet) (Format: mm/dd/yyyy)
6	Patient Status	Status of Guarantor stay. Options are as follows. If status other than options below, please share dictionary. • Emergency Department (ED) • Outpatient (OP) • Inpatient (IP) • Observation (OBS)
7	Patient Classification	Payer category. Options are as follows. If classification other than options below, please share dictionary. • Medicare • Medicaid • Commercial • Managed Care • TPL • Auto
8	Placed Balance	Balance of account at date of placement

		(Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
9	Current Balance	Current balance at date of report (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
10	Last Note Date	Date of last note (Format: mm/dd/yyyy)
11	Guarantor Address	Street address
12	Guarantor City	City, i.e., Milwaukee, Minneapolis, etc.
13	Guarantor State	State, i.e., WI, MN, etc. (abbreviated)
14	Guarantor Zip Code	Guarantor zip code • minimum 5 characters
15	Guarantor Home Phone No.	Guarantor home phone (any format)
16	Guarantor Work Phone No.	Guarantor work phone (any format)
17	Guarantor Mobile No.	Guarantor mobile phone (any format)
18	Guarantor Other No.	Guarantor other phone (any format)
19	Guarantor Last Name	Guarantor last name
20	Assigned Collector	Name or ID shown in vendor system
21	Assigned Work Queue	Name of queue, queue number or both
22	Status	Current account status -- including but not limited to the following examples: • Pending Adjustment • Rebilled • Appealed
23	Guarantor DOB	Guarantor date of birth (Format: mm/dd/yyyy)
24	Patient DOB	Patient date of birth (Format: mm/dd/yyyy)
25	Facility	Name of facility for main hospital

Data field notes:

- Medical record number to be included only if different from guarantor number.
- Provide separately: status code dictionary containing all status codes.
- All column headers need to be included even if the columns do not contain data.

File naming convention:

mmddyy_hospital_Facility_vendor_Inv

<i>mmddyy</i>	=	Date the file was generated
<i>hospital</i>	=	Hospital name (abbreviation is preferred)
<i>Facility</i>	=	Facility Name (abbreviation is preferred)
<i>vendor</i>	=	Vendor name (abbreviation is preferred)

File Transmission:

A new file is to be uploaded to the Healthfuse secure FTP site each week (preferably on late Sunday evening or early Monday morning). It is recommended that the file upload process be automated, if possible. The details of the secure FTP site will be provided separately.

Headers and Footers:

Please include headers named the same as outlined in the "Attribute" field of table above. **No footers** (i.e., page numbers, dates, row counts, etc.) should be included in the file. **No graphics or extra rows** should be above the column headers. **No merged or hidden** rows or columns.

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

Issue:	Agreement for Rapid Patient Service Desk Activation with Bluetree Network, Inc.	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board review and recommend for ratification by the Governing Board the Agreement for Rapid Patient Service Desk Activation with Bluetree Network, Inc.; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000991100
Description: Patient Service Desk Activation
Bid/RFP/CBE: NRS 332.112
Term: 05/21/2020 – 01/20/2021
Amount: \$695,250.00
Out Clause: 30 days without case

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

BACKGROUND:

This request is for ratification of UMC's Agreement with Bluetree Network, Inc. ("Bluetree") for Rapid Patient Service Desk Activation in an amount not to exceed \$695,250.00 for the term. The Agreement was entered into on an emergency basis to meet the needs of the hospital during the COVID-19 pandemic; specifically, Bluetree will provide UMC support with patient calls regarding MyChart accounts and scheduling in accordance with service level metrics.

The term of the Agreement is from May 21, 2020 through January 20, 2021, with the option to terminate without cause with 30 days' prior written notice. Staff also requests authority for the Chief Executive Officer to exercise the extension option, at his discretion, if deemed beneficial to UMC.

In accordance with NRS 332.112, the competitive bidding process is not required as the services were immediately necessary for UMC to respond to the COVID-19 emergency.

UMC's Director of Patient Access Services and Eligibility & Financial Services has reviewed the Agreement and recommends ratification. The Agreement was approved as to form by UMC's Office of General Counsel.

Bluetree Network, Inc. currently holds a Clark County business license.

Cleared for Agenda
June 24, 2020

Agenda Item #

9

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their June 17, 2020 meeting and recommended for approval by the Governing Board.

Respectfully submitted,

Mason VanHouweling
Chief Executive Officer

Page Number
2

Page 252 of 429



University Medical Center
1800 W Charleston Boulevard
Las Vegas NV 89102,
Phone : (702) 383-2307,Fax:(702) 383-2609
Tax ID No. 88-6000436

R e v i s e d

Purchase Order 4800009844-215

Page 1 of 2

Order Date	06/01/2020
Last change date	06/01/2020
Payment Terms	N/A
Buyer	Troy March
Phone	702-383-7311
Inco Terms	N/A
Inco Terms(Part 2)	N/A
Reference Number	N/A
Confirmation By	N/A
Contact Person	N/A
Phone Number	N/A

Vendor Address

Vendor Number:867065
BLUETREE NETWORK
P:608-29-7355
4513 VERNON BLVD SUITE 301
MADISON WI 53705

Billing Address

University Medical Center
Accounts Payable
1800 W Charleston Boulevard
Las Vegas NV 89102

Delivery Address

University Medical Center

1800 W. Charleston Blvd
Las Vegas NV 89102

RAPID SERVICE DESK ACTICVATION
TERM: 5/21/20 - 1/20/21 CAN EXTEND ADDITIONAL 3 MONTHS
NTE:695,250.00

Item	Material/Description	Quantity	UOM	Unit Price	Net Amount
10	RAPID PATIENT SERVICE DESK FY20 Delivery date: Day 06/30/2020	115,875.00	USD	1.00 / USD	115,875.00
20	RAPID PATIENT SERVICE DESK FY21 Delivery date: Day 04/30/2021	579,375.00	USD	1.00 / USD	579,375.00
Total \$ 695,250.00					



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R e v i s e d

Purchase Order 4800009844-215

Page 2 of 2

INSTRUCTIONS TO VENDOR:

This Purchase Order is subject to the Terms and Conditions incorporated herein by this reference. For a copy of the Terms and Conditions, please refer to "Doing Business at UMC" which is available at www.umcsn.com. Note: All Invoices must be submitted with the appropriate Purchase Order referenced.

*** UMC GPO AFFILIATION HEALTHTRUST MEMBER ID # K5670 ***

SIGNATURE

DATE: 06/01/2020

Troy March

Troy March

PHONE :702-383-7311

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:0						
Corporate/Business Entity Name:		BlueTree Network, Inc.				
(Include d.b.a., if applicable)		N/A				
Street Address:		4513 Vernon Blvd, Ste 301		Website: https://www.bluetreenetwork.com/		
City, State and Zip Code:		Madison, WI 53705		POC Name: Legal Department Email: legal@bluetreenetwork.com		
Telephone No:		(608)729-7355		Fax No: (608)237-2450		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Reggie Luedtke	Founder	28.5%
Theodore Gurman	Founder	32.5%

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

- 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	Jeremy Schwach Print Name
President Title	07/11/18 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR RAPID PATIENT SERVICE DESK ACTIVATION

BLUETREE NETWORK, INC.
NAME OF FIRM
Raychel Haberer, Director Client Service
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1255 Fourier Drive, Suite 101 Madison, WI 53717
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(608) 729-7355
(AREA CODE) AND TELEPHONE NUMBER
(608) 237-2450
(AREA CODE) AND FAX NUMBER
rhaberer@bluetreenetwork.com
E-MAIL ADDRESS

AGREEMENT FOR RAPID SERVICE DESK ACTIVATION

This Agreement Rapid Service Desk Activation (the "Agreement") is made and entered into this 21st day of May, 2020 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and BLUETREE NETWORK, INC. a Wisconsin Corporation (hereinafter referred to as "COMPANY"), for Rapid Patient Service Desk Activation (hereinafter referred to as "PROJECT").

W I T N E S S E T H:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$695,250.00, as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from on or around May 21, 2020 through January 20, 2021 ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) following the pricing table and not-to-exceed amount of \$695,250.00. HOSPITAL's obligation to pay COMPANY cannot exceed the not-to-exceed amount.

B. Terms of Payments

1. Each invoice received by HOSPITAL must include an End of month metrics Report based on actual satisfactory work performed to date in accordance with the completion of tasks indicated in Exhibit A - Scope of Work.
2. Payment of invoices will be made within thirty (30) calendar days upon receipt of an accurate invoice(s) with supporting documentation that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. A "BUDGET SUMMARY COMPARISON" which outlines the total amount COMPANY was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
 - c. HOSPITAL's representative shall notify COMPANY in writing within 14 calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with the terms listed in this Section II. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with the terms listed in this Section II.
4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within 30 calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have

not been previously paid to COMPANY.

6. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
7. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

C. HOSPITAL's Fiscal Limitations

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

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

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

SECTION V: RESPONSIBILITY OF COMPANY

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent COMPANY, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her

responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within 30 days, HOSPITAL may terminate this Agreement for default.

- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's standard procedures as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including HOSPITAL's Policy I-66 (Contracted Non-Employees/Allied Health Non-Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment) and I-179 Policy (Vendor: Roles, Responsibilities and Credentialing), as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request.
- F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- G. EPIC Application for Access
COMPANY agrees to complete and submit the EPIC Application for Access. Approval of the EPIC Application for Access and completion of the associated EPIC training is required for performance of the Agreement. COMPANY shall provide proof of successful submission prior to execution of this Agreement.
- H. It shall be the duty of the COMPANY to assure that all products / services of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services / work products:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY'S performance or failures to perform under this Agreement.
- I. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- J. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work.

COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its subcontractor Affiliates.

- C. All subcontractors performing on this contract shall be Epic certified and COMPANY will provide certifications upon request of HOSPITAL.
- D. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Daniel Price, Assistant Director, IT telephone number (702) 224-7155 or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

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

SECTION VIII: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least 10 working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. In the event HOSPITAL suspends performance by COMPANY for any cause other than the error or omission of the COMPANY, for an aggregate period in excess of 30 days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. Termination

1. Termination for Cause

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

- a. not less than 10 calendar days' written notice of intent to terminate; and

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

SECTION X: NOTICES

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

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

TO COMPANY: BlueTree Network, Inc.
 Attn: Legal Department
 Cc: legal@bluetreenetwork.com
 1255 Fourier Drive, Suite 101
 Madison, WI 53717

SECTION XI: MISCELLANEOUS**A. Amendments**

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

B. Independent COMPANY

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

C. Immigration Reform and Control Act

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

D. Public Funds / Non-Discrimination

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

E. Assignment

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

F. Liability

Any claims made by HOSPITAL for any loss, cost, interest, penalty, expense or other damage or claim, including reasonable attorneys' fees ("losses") arising from this Agreement will be limited to the amount of \$3MM (Three Million Dollars).

G. Governing Law / Venue

Nevada law shall govern the interpretation of this Agreement. Venue shall be any state or federal court of competent jurisdiction in Clark County, Nevada.

H. Covenant Against Contingent Fees

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

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
 - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by the COMPANY; and

b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by the COMPANY in providing any such gratuities to any such officer or employee.

3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

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

K. Covenant

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

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

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

N. Non-Excluded Healthcare Provider

COMPANY represents and warrants to HOSPITAL that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, COMPANY or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such COMPANY or its affiliates or to their knowledge against any employee, COMPANY or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").

O. Public Records

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

P. Publicity

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

of the other party.

Q. Business Associate Agreement

HOSPITAL and COMPANY understand and acknowledge that during the performance of this Agreement, both parties may become aware of or come into possession of information that contains Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and must remain secured, confidential, and protected in accordance with HIPAA and any other applicable federal and state statutes, rules, and regulations. In connection therewith, the parties agree to be bound by its legal obligations as expressly agreed to in the Business Associate Agreement dated **July 26, 2018**, which is herein incorporated into this Agreement by this reference.

R. Travel Policy

The following are the acceptable travel guidelines for reimbursement of travel costs:

Reimbursement shall only be for the contract personnel.

Transportation:

- Domestic Airlines (Coach Ticket). Number of trips must be approved by HOSPITAL.
- Personal Vehicle: HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel.

Meals: All meal charges will be paid up to and not to exceed \$50 per day. This includes a 15% tip.

Lodging: Lodging will either be booked by HOSPITAL or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed \$150 per night.

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid-size or smaller. HOSPITAL will reimburse up to \$150 per week. Return re-fuel cap of \$50 per vehicle.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the **original itemized receipts** with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed.

- Company's Invoice
 - o With copy of executed Agreement highlighting the allowable travel
 - o List of travelers
 - o Number of days in travel status
- Hotel receipt
- Meals receipts for each meal
- Airline receipt
- Rental receipt (Identify driver and passengers)
- Gas re-fuel upon return of rental vehicle capped at \$50 per vehicle
- Airport long term parking (only for economy rate)

The following are some of the charges that will **NOT** be allowable for reimbursement (not all inclusive):

- Excess baggage fares
- Upgrades for transportation, lodging, or vehicles
- Alcohol
- Room service
- In-room movie rentals
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Mileage
- Travel time

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth below.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:  5/21/2020
MASON VANHOUEWELING DATE
Chief Executive Officer

COMPANY:

BlueTree Network, Inc.

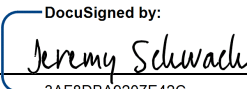
By:  5/21/2020
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Jeremy Schwach
Chief Executive Officer/President

EXHIBIT A RAPID PATIENT SERVICE DESK ACTIVATION

SITUATION/SCOPE:

HOSPITAL patients are calling at unprecedented volumes due to COVID-19. HOSPITAL requires a partner who can serve as the first line of defense in providing MyChart assistance to these patients. COMPANY has proven experience supporting patient MyChart calls and select patient help queues (each a “Contact”) as agreed to by both COMPANY and HOSPITAL. COMPANY will provide HOSPITAL with remote end-user support (e.g., by telephone) including demonstrating system functions and answering general knowledge questions related to MyChart. COMPANY will also answer “how-to” questions, and questions covered in the Knowledge Database, as provided by HOSPITAL.

COMPANY TASKS:

- Support MyChart patient Contacts of unknown volume and scale up with matrixed support based on requirements of HOSPITAL
- Set up and troubleshoot MyChart accounts for patients (e.g. Zoom)
- Support and troubleshoot patient self-scheduling
- Set service level agreements (“SLAs”) forty-five (45) days from Go-Live Date

HOSPITAL REQUIREMENTS:

COMPANY can begin taking calls from HOSPITAL’S patients within three (3) business days from the time COMPANY receives the following items from HOSPITAL (“Implementation Period”):

- **Knowledge Articles.** On an ongoing basis during the term of the Agreement, HOSPITAL will provide COMPANY with information about HOSPITAL’S operating environment, policies, procedures and such other information and materials (including training materials) that HOSPITAL deems necessary to provide COMPANY with the information necessary to perform the Services (“Knowledge Articles”). COMPANY will use the information and materials delivered by HOSPITAL in their efforts to resolve MyChart Contacts (“Knowledge Database”)
- Active patient list
- User list
- Access to Epic MyChart Administration tool for password resets
- A single point of contact from HOSPITAL, dedicated for the entire three (3) business-day Implementation Period and on an ongoing basis in a limited capacity, as agreed upon by HOSPITAL and COMPANY

Immediately following completion of the Implementation Period, COMPANY will take over responsibility for responding to HOSPITAL’s MyChart Contacts (the date on which COMPANY commences its provision of these Services shall be referred to as the “Go-Live Date”). In the event that COMPANY is unable to resolve a patient’s issue, COMPANY will provide a cold hand-off of that call to HOSPITAL’s support personnel.

SLAs:

Each aspect of COMPANY’S performance that will be measured and reported by COMPANY (each, a “Service Measure”) is set forth below:

1. **Average Time to Answer.** 80% of the Contacts related to MyChart will be answered within one hundred and twenty (120) seconds upon completion of the greeting.
2. **Abandonment Rate.** 15% or less. Abandonment is defined as the caller hanging up before being connected to a live agent after being in the queue for fifteen (15) seconds or more.

Exclusions:

The following types of contacts (“Exclusions”) will be excluded from the metrics:

- Callers that hang up in less than fifteen (15) seconds after being in queue;
- Contacts that are not in the scope of COMPANY’S Services;
- Contacts that are related to a Major Incident; and
- Contacts during mutually agreed upon exclusion periods such as addition of new sites or other Planned Events

COMPANY will exercise best efforts to meet or exceed the Service Measure metrics above. COMPANY anticipates being able to meet the Service Measure metrics within forty-five (45) days after the Go-Live Date, subject to any changes in Contact volume after commencement of Services. COMPANY will measure Service Measure metrics during the forty-five (45) day period after the Go-Live Date (the “Stabilization Period”), however any variance in the Service Measures will be forgiven during the Stabilization Period. COMPANY will measure and monitor the performance for each Service Measure in a manner that permits reporting at a level of detail sufficient to verify COMPANY’S compliance with the Service Measures.

EXCUSED FAILURES:

- A. **Breach by COMPANY.** COMPANY'S failure to meet a Service Measure metric shall not constitute a breach under the Agreement if: (a) the failure is caused by, or results from, a Force Majeure Event (as defined in Section C below) or is otherwise expressly excused under the terms set forth in this Exhibit A; (b) the failure occurs during a month designated as excluded by mutual agreement of the parties (e.g., due to system upgrades or the launch of new applications that may materially impact call volumes); or (c) the failure is directly attributable to HOSPITAL'S failure to perform (or cause to be performed) or improper performance of HOSPITAL'S express responsibilities under this Agreement. The parties agree that the month of upgrades shall be excluded on the basis of subsection (b) above.
- B. **Major Incidents.** Regardless of incident priority assigned by HOSPITAL, a major incident is defined as an event which has significant impact or urgency for HOSPITAL, and which demands a response beyond the routine incident management process. All metrics (ATA, and Abandonment Rate) will be excused in the event of a Major Incident.
- C. **Force Majeure Events.** A Force Majeure Event is any event beyond COMPANY'S reasonably control including, but not limited to: (a) a flood, a fire, an earthquake, or an explosion; (b) a war, an invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (c) actions, embargoes, or blockades in effect on or after the date of this Agreement; (d) a national or regional emergency; (e) an epidemic or pandemic; or (f) a shortage of adequate power.

PLANNED EVENT:

- The term "Planned Event" refers to planned outages, implementation and roll-out of new entities or modules (e.g., adding Community Connect or a new community partner) and bringing new locations on-line with the Epic System.
- **Notification of Planned Event.**
 - Each party will provide the other with at least five (5) days advance written notice of any Planned Events that may impact the Services.
 - Any Planned Events that are outside of the scope of the Services must be presented in the form of a written change order and will be implemented by COMPANY only upon its signed written agreement. Any such Planned Events may require price adjustments, revisions or additions to the Service Measures, and such other terms and conditions as agreed to between COMPANY and HOSPITAL. The failure of HOSPITAL and COMPANY to reach mutual agreement regarding the terms of any Planned Event shall not be considered a breach or otherwise affect the terms and conditions of this Exhibit A.
- **Planned Event Communications.**
 - **User Communications.** HOSPITAL will be responsible for appropriate and adequate communication with its user base regarding any Planned Event, including: communications in advance of the Planned Event regarding anticipated timing, user impact, and service additions; communications during the Planned Event regarding progress and any changes to timing, user impact, or service additions; and notice of the resolution of the Planned Event.
 - **Communications.** HOSPITAL will also be responsible for communicating with COMPANY regarding the Planned Event. HOSPITAL must provide COMPANY with any Knowledge Articles relevant to a Planned Event in a timely manner so as to reasonably permit COMPANY to train its personnel and take such other steps necessary such as creation of Knowledge Database materials in anticipation of the Planned Event. Fourteen (14) days prior to the event is the preferred schedule for receiving documentation.
 - **Exclusion from SLAs.** COMPANY will be forgiven for any variance in the Service Measures during any Planned Events with where HOSPITAL cannot provide COMPANY with known expected volume associated with the Planned Event. COMPANY will make reasonable efforts to accommodate volumes up to and including hiring temporary staff for all Planned Events, as applicable.

PRICING:

COMPANY will provide Services to HOSPITAL for a fee (the "Service Fee") based on the total number of HOSPITAL Contacts handled by COMPANY (which shall be determined based on data obtained by COMPANY'S telephone systems) (the Monthly Contact Volume, or "MCV"). The Service fees charged during the term of this Agreement shall be as follows:

MyChart Subscription Rates	
Contacts per Month	Price per Month
Up to 1,000	\$15,880
1,001-2,000	\$26,100
2,001-3,000	\$38,890
3,001-4,000	\$51,850
4,001-5,000	\$64,375
5,001-6,000	\$77,250
6,001-7,000	\$90,120
7,001-8,000	\$102,295
8,001-9,000	\$115,080
9,001-10,000	\$126,990
>10,001	\$12.70

MCV is calculated based on inbound handled calls and for each transaction worked out of HOSPITAL'S MyChart queues and/or in a managed email box as provided by HOSPITAL.

Due to unpredictable MCV at the time of this writing, COMPANY will bill HOSPITAL the minimum price of \$77,250 for Services rendered in the first month of this Agreement, regardless if actual MCV is less than 5,001 Contacts. Should actual MCV exceed 6,000 Contacts in the first month of Services, COMPANY will bill HOSPITAL the corresponding price per month, as indicated in the table above. Thereafter, COMPANY will bill HOSPITAL based on actual MCV for the remaining duration of this Agreement.

Upon request, COMPANY can provide HOSPITAL additional pricing tiers if contact volume exceeds 10,000 Contacts per month.

MISCELLANEOUS:

COMPANY will help HOSPITAL create an escalation matrix for Contacts to be sent to HOSPITAL'S team for resolution. COMPANY will notify HOSPITAL, in writing and via phone call, if weekly threshold of calls exceeds 1,700

COMPANY will coordinate with HOSPITAL to facilitate transfer of HOSPITAL's current phone number. COMPANY will provide regular status reports indicating key metrics such as Average Time to Answer and Abandonment rate.

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

Issue:	Award RFI No. 2020-14 Oral and Maxillofacial Surgery Services to various physicians	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board award RFI No. 2020-14 Oral and Maxillofacial Surgery Services to various physicians; authorize the Chief Executive Officer to sign the Professional Services Agreements for Individuals and Groups; and exercise any extension options. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000702100	Funded Pgm/Grant: N/A
Description: Oral and Maxillofacial Surgery Services	
Bid/RFP/CBE: RFI 2020-14	
Term: 7/1/2020 to 6/30/2021 with two 1-year options	
Amount: \$1,200 per day for on-call services; NTE \$438,000 per year or potential aggregate NTE \$1,314,000 for three (3) years for each Provider	
Out Clause: 30 days w/o cause	

BACKGROUND:

On June 1, 2020, a notice of interest was sent out to various physician individuals and groups allowing them to express their interest in participating in RFI No. 2020-14 for Oral and Maxillofacial Surgery Services ("RFI"). The RFI was also published in the Las Vegas Review Journal on May 31, 2020 and posted on the Clark County Website under Current Contracting Opportunities. The deadline for responses to the RFI was June 12, 2020. This request is for approval of the Professional Services Agreements ("Agreements") presented by UMC in the RFI.

For the total not to exceed RFI award of \$438,000 per year, each awarded respondent to the RFI will provide 24/7 emergency, on-call and clinical oral and maxillofacial surgery services to UMC's inpatients and outpatients for the Surgery, Emergency and Trauma Departments in accordance with the call schedule maintained by UMC's Medical Staff. All executed Agreements will run through June 30, 2021, with two (2) one (1)-year extensions options. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension option(s) at his discretion if deemed beneficial to UMC. The compensation for the on-call services is based on fair market value as determined pursuant to a third party independent appraisal.

Cleared for Agenda
June 24, 2020

Agenda Item #

10

UMC's Chief Operating Officer has reviewed and recommends award of these Agreements. These Agreements have been approved as to form by UMC's Office of General Counsel.

All Providers currently hold a Clark County business license.

The Agreements were reviewed by the Governing Board Audit and Finance Committee at their June 17, 2020 meeting and recommended for award by the Governing Board.

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

This Agreement, is made and entered into this 24th day of June 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 ORAL & Maxillofacial Surgery Associates of Nevada, a Nevada professional corporation, engaged in the practice of medicine specializing in Oral and Maxillofacial Surgery services and existing under and by virtue of the laws of the State of Nevada, with its principal place of business at 2030 E. Flamingo #288 Las Vegas NV 89119 (hereinafter referred to as the "Provider");

WHEREAS, Hospital is the operator of an acute care Hospital and an American College of Surgeons verified Level 1 Trauma Center which requires Oral and Maxillofacial Surgery services;

WHEREAS, Hospital recognizes that the proper functioning of an Oral and Maxillofacial Surgery division, under the Surgery Department, requires supervision and direction by a physician who has been properly trained and is fully qualified and credentialed to practice medicine as an Oral and Maxillofacial Surgeon; and

WHEREAS, Provider desires to contract for and provide said Services in the specialty of Oral and Maxillofacial Surgery, 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, including but not limited to oral and maxillofacial surgery services.
- 1.3 Department. Unless the context requires otherwise, Department refers to Hospital's Department of Surgery.
- 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 and on-call oral and maxillofacial surgery services to Hospital's inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week in accordance with the oral and maxillofacial surgery rotation schedule 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.
 - d. If Provider is unavailable to provide the Services when assigned and requests substitute coverage, upon Hospital's prior written consent, Provider shall arrange for an alternate practitioner of Hospital's Medical Staff with equivalent privileges who is appropriately credentialed for the specific service line to provide the Services.
- 2.3 Representations of Provider and Member Physicians.
- a. Provider represents and warrants that it:

- i. holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation;
 - ii. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
 - iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
 - iv. at all times will comply with all applicable laws and regulations in the performance of the Services;
 - v. is not restricted under any third party agreement from performing the obligations under this Agreement;
 - vi. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder; and
 - vii. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.
- b. Provider, on behalf of each Member Physicians (and Allied Health Providers as applicable), represents and warrants that he or she:
- i. is Board Certified in Oral and Maxillofacial Surgery;
 - 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 or Allied Health

Provider that fails to meet any of the requirements in this Agreement after a period of three (3) calendar days.

- 2.5 Independent Contractor. In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform its work and functions.
- 2.6 Industrial Insurance.
- a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its Member Physicians and/or Allied Health Providers, shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.
 - b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital 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 Allied Health Providers, at its own expense in accordance with the minimums required by applicable law. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary.
- 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, set forth in Attachment 1, incorporated and made a part hereof by this reference, as may be amended from time to time.

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 may be altered or different 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 make available within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. Provider access to 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 commercially reasonable efforts to require that all claims by Provider for Provider's services delivered to patients at Hospital's facilities are complete and accurate;
- b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that Provider does not bill for any items or services that 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 \$1,200.00 per day for the On-Call Services, or for an annual amount not to exceed \$438,000.00. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month. Complete and accurate invoices are due by 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 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 July 1, 2020, and subject to paragraph 7.5, shall remain in effect through June 30, 2021 (the "Initial Term"). At the end of the Initial Term, Hospital has the option to extend this Agreement for two (2) additional one-year periods (each a "Successive Term") (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").
- 6.2. Modifications. Within three (3) calendar days, Provider shall notify Hospital in writing of:
- a. Any change of address of Provider;
 - b. Any change in membership or ownership of Provider's group or professional corporation;

- c. Any action against the license of any of Provider's Member Physicians;
- d. Any breach of a representation or warranty as required under Section 2.3; or
- e. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.

6.3 Termination For Cause.

- a. This Agreement shall immediately terminate upon the occurrence of any one of the following events:
 - i. The exclusion of Provider from participation in any federal health care program; or
 - ii. The termination of Services by any required Member Physician(s) as set forth in Section 1.5, unless a substitute Member Physician was agreed to in writing by Hospital prior to such termination.
- b. This Agreement may be terminated by Hospital with written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:
 - i. Professional misconduct by any of Provider's Member Physicians or Allied Health Providers as determined by the Bylaws, Rules and Regulations of the Medical and Dental Staff and the appeal processes thereunder wherein such Member Physician or Allied Health Provider is not timely removed by Provider;
 - ii. Conduct by any of Provider's Member Physicians or Allied Health Providers which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff, and if upon notice and request by Hospital, the Provider does not remove such Member Physician or Allied Health Provider from performing any further Services hereunder, and continue to provide adequate staffing hereunder unless the parties can mutually agree to a reduction in the Services and amending this Agreement to reflect such reduction;
 - iii. Disputes among the Member Physicians, partners, owners, principals, or of Provider's group or professional corporation that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care;
 - iv. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90)

days, unless adequate coverage is furnished by Provider. Such adequacy will be determined by Hospital; or

- v. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.
- c. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:
- i. The exclusion of Hospital from participation in a federal health care program;
 - ii. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;
 - iii. The failure of Hospital to maintain full accreditation by The Joint Commission;
 - iv. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or
 - v. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon 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 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.
- 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 in accordance with applicable law.
- 7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this 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. 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 2.
 - 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.
- 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 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: ORAL & Maxillofacial Associates of Nevada
2030 E. FLAMINGO #288
LAS VEGAS NV 89119

- 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 Cooperation Regarding Claims. The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the Services rendered pursuant to this Agreement

including, without limitation, provision of copies of medical records. This paragraph will be without prejudice to the prosecution of any claims which any of the parties may have against each other and will not require cooperation in the event of such claims.

7.25 Other Agreements. Provider and Hospital are parties under certain other agreements set forth below, if any:

- a.
- b.

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

Provider:

Oral & Maxillofacial Surgery
Associates of Nevada

Hospital:

University Medical Center of Southern Nevada

By: [Signature]

Name: Mark K Glynn MD

Title: President

By: _____

Mason VanHouweling

Chief Executive Officer

Date: 6.1. 2020

Date: _____

EXHIBIT A
SERVICES/MEMBER PHYSICIAN(S)

Provider to provide Oral and Maxillofacial Surgery On-Call and Clinical Services in accordance with the following requirements:

On-Call Services:

- a. Provider shall deliver to the Department and the Hospital twenty-four (24) hours per day, seven (7) days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff.
- b. Response times for On-Call Services shall be in accordance with Hospital Policy # MSS-0111, On Call Physician Policy.

Clinical Services:

- a. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients, included but not limited to Hospital's Emergency Department and Trauma Department, utilizing all due diligence arising from the emergency and on-call services.
- b. Provide daily rounds, on-call and consultative coverage to Hospital's inpatients and outpatients of the Department, as well as adult Emergency Department patients and adult Trauma Department patients.

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

1800 W. Charleston Blvd.
Las Vegas, NV 89102

Member Physicians (List names):

Eric D. Swanson MD DMD FACS
Mark L. Glynn MD DDS FACS
Steven Saxe DMD
Katherine Keeley MD, DDS
Daniel Orr DDS MD
Michael Daccache DDS FACS

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: (i) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (ii) the patient expresses a preference for a different provider, practitioner, or supplier; (iii) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (iv) the referral is not in the patient's best medical interests in the Member Physician's judgment. The parties agree that this provision concerning referrals by Member Physicians complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law").
- l. The disposition of patients for whom medical services have been provided, following such treatment, shall be in the sole discretion of the Member Physician(s) performing such treatment. Such Member Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Member physicians shall facilitate discharges in an appropriate and timely manner. Member Physicians will provide the patient's Primary Care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge care. However, nothing in this Agreement shall be construed to require a referral by Provider or any Member Physician.
- m. Provider agrees to participate in the Physician Quality Reporting Initiative ("PQRI") established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by Provider pursuant to this Agreement.
- n. Provider shall meet quarterly with Hospital Administration to discuss and verify inpatient admission data collections.
- o. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.
- p. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.
- q. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Provider.

- r. Provider shall ensure that all medical record charts will be completed and signed as follows: (i) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical and Dental Staff Bylaws, and (ii) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The thirty (30) days is inclusive of all signatures including any residents and the attending physician.
- s. Provider shall maintain a score within ten percent (10%) of University Health System Consortium (UHC) compare (currently 6.24%) for its thirty (30) day readmission score for related admissions.
- t. Provider shall provide a quarterly report to include at a minimum the following: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, and (ix) average length of stay-unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital 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 appropriate.

Attachment 1

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: Contracted Non-Employees / Allied Health Non-Credentialed / Dependent Allied Health / Temporary Staff / Construction / Third Party Equipment		ADMINISTRATIVE APPROVAL:
EFFECTIVE: 9/96	REVISED: 6/99; 10/01; 4/07; 1/08; 3/11; 5/14, 5/16	
POLICY #: I-66		
AFFECTS: Organization wide		

PURPOSE:

To ensure that contractual agreements for the provision of services are consistent with the level of care defined by Hospital policy; and, to ensure the priority utilization of contracted services, staffing and equipment.

POLICY:

1. All entities providing UMC with personnel for temporary staffing and Allied Health Providers must have a written contract that contains the terms and conditions required by this policy. Dependent Allied providers working with credentialed physicians without a contract must also abide by the policy.
2. All credentialed Physicians, Physician Assistants, Nurse Practitioners and other credentialed Allied Health personnel will abide by the policies and procedures as set by the Medical Staff Bylaws.
3. All equipment provided and used by outside entities must meet the safety requirements required by this policy.
4. Contract(s) will be developed collaboratively by the department(s) directly impacted, the service agency and the hospital Contracts Management department.
5. Contract(s) directly related to patient care must be reviewed and evaluated by the Medical Executive Committee to ensure clinical competency.
6. Contract(s) must be approved by the Chief Executive Officer or applicable board prior to the commencement of services.

TEMPORARY STAFFING:

Contractual Requirements

Contractor must meet and adhere to all qualifications and standards established by Hospital policies and procedures (including Administrative, Infection Control/Employee Health Services, and Human resource related as applicable); The Joint Commission; and, all applicable regulatory and/or credentialing entities specific to services included in contract.

In the event a contractor contracts with an individual who is certified under the aegis of the Medical and Dental Staff Bylaws or Allied Health, the contract must provide contracted individuals applicable education, training and licensure as appropriate for the assigned responsibilities. The contracted individual must fulfill orientation requirements consistent with other non-employee staff members.

Records concerning the contracted individual shall be maintained by Hospital's Department of Human Resources (HR) and the clinical department directly impacted by the services provided. HR will provide Employee Health and Organizational Development departments with an ongoing list of these individuals and the department in which they work.

Laboratory Services

All reference and contracted laboratory services must meet the applicable federal regulations for clinical laboratories and maintain evidence of the same.

Healthcare Providers

In the event a service agency employs or contracts with an individual who is subject to the Medical and Dental Staff Bylaws, or the Allied Health Providers Manual, the contract must provide the individual's applicable education, training and licensure appropriate for his or her assigned responsibilities. The assigned individual must have an appropriate National Provider Identifier (NPI).

Clinical Care Services

Contractor may employ such Allied Health providers as it determines necessary to perform its obligations under the contract. For each such Allied Health provider, contractor shall be responsible for furnishing Hospital with evidence of the following:

1. Written job description that indicates:
 - a. Required education and training consistent with applicable legal and regulatory requirements and Hospital policy.
 - b. Required licensure, certification or registration as applicable.
 - c. Required knowledge and/or experience appropriate to perform the defined scope of practice, services and responsibilities.
2. Completed pre-employment drug screen and background check consistent with UMC's contracted background check protocol. Testing should include HHS Office of Inspector General (OIG), Excluded Party List System (EPLS), sanction checks and criminal background. If a felony conviction exists, UMC's HR department will review and approve or deny the Allied Health Practitioner's access to UMC Campus. UMC will be given authorization to verify results online by contractor.
3. The following medical information must be provided to UMC and outlined by UMC Employee Health Department.
 - a. Evidence of annual TB testing (within the last 2 years), a current 2 step TB skin test, or a current IGRA blood test. Current TB testing is TB testing that is from within the last 12 months. The 2 step TB skin test must be 2 TB tests done within the current year, at least 10 days apart. A Quantiferon TB test from within the last year. Individuals with a positive TB test must have proof of a past positive skin test, a negative chest x-ray and a negative sign and symptom review completed. The sign and symptom review should be completed within 4 weeks of contract at UMC.
 - b. Documentation of the current seasons' Influenza vaccine or UMC's signed declination is required during Influenza season. All personnel will follow UMC's Influenza policy 6.5. (Influenza season is generally Oct-March 31st. Season is defined within policy by the Infection Control Department).
 - c. Tdap vaccination is required for any personnel with contact in PEDS, PICU, PEDS ER, NICU, Labor and Delivery, FRC and FBCC.
 - d. Hepatitis B vaccine series (3 vaccines), or titers showing immunity or a declination for all personnel in clinical areas.
 - e. Measles, Mumps and Rubella (MMR) series (2 vaccines), or titers showing immunity;
4. The following vaccines are highly suggested by UMC and the CDC for all healthcare workers and records are maintained and kept current at the agency. Contractor will provide UMC authorization to audit these files upon request.
 - a. Varicella vaccine series (2 vaccines), titer showing immunity or a history of disease;
 - b. Tdap vaccine (1 vaccine) for personnel not in areas listed above (3 c).
5. The contractor will complete a competency assessment of the individual (1) upon hire, (2) at the time initial service is provided, (3) when there is a change in either job performance or job requirements and (4) on an annual basis.
 - a. Competency assessments of Allied Health providers must clearly establish that the individual meets all qualifications and standards established by Hospital policies and procedures, The Joint Commission and all other applicable regulatory and/or credentialing entities with specific application to the service provided.
 - b. Competency assessments of Allied Health providers must clearly address the ages of the patients served by the individual and the degree of success the individual achieves in producing the results expected from clinical interventions.

- c. Competency assessments must include an objective, measurable system and be used periodically to evaluate job performance, current competencies and skills.
- d. Competency assessments must be performed annually, allow for Hospital input and be submitted to Hospital's HR department.
- e. The competency assessment will include a competency checklist for each Allied Health provider position, which at a minimum addresses the individual's:
 - i. Knowledge and ability required to perform the written job description;
 - ii. Ability to effectively and safely use equipment;
 - iii. Knowledge of infection control procedures;
 - iv. Knowledge of patient age-specific needs;
 - v. Knowledge of safety procedures; and
 - vi. Knowledge of emergency procedures.
- 6. Contractor has conducted an orientation process to familiarize Allied Health providers with their jobs and with their work environment before beginning patient care or other activities at UMC inclusive of safety and infection control. The orientation process must also assess each individual's ability to fulfill the specific job responsibilities set forth in the written job description.
- 7. Contractor periodically reviews the individual's abilities to carry out job responsibilities, especially when introducing new procedures, techniques, technology and/or equipment.
- 8. Contractor has developed and furnishes ongoing in-service and other education and training programs appropriate to patient age groups served by Hospital and defined within the scope of services.
- 9. Contractor submits to Hospital for annual review:
 - a. The level of competence of the contractor's Allied Health providers that meets UMC standards; and
 - b. The patterns and trends relating to the contractor's use of Allied Health providers.
- 10. Contractor ensures that each Allied Health provider has acquired an identification badge from Hospital's HR department before commencing services at Hospital's facilities; and ensures badge is returned to HR upon termination of service.
- 11. Contract requires the contractor, upon Hospital's request, to discontinue the employment at Hospital's facilities of an Allied Health provider whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with Hospital staff, whose conduct may have a detrimental effect on patients, or who fails to adhere to Hospital's existing policies and procedures. HR will be notified so appropriate action can be taken to remove access.

Non Clinical Short Term Temporary Personnel

Non clinical/short term personnel such as Engineering-related contractors or vendors and/or construction workers on site within the hospital for construction, remodeling or on property for new project implementation will be required to adhere to UMC Infection Control requirements as outlined below. "Short term" is defined as not more than 2 months. Original records are to be maintained by the contractor. A copy will also be available within the appropriate department at UMC.

- 1. Evidence of annual TB testing (2 years), a current 2 step TB test, or an IGRA blood test. Individuals with a positive TB test must have proof of a past positive skin test, a negative sign and symptom review and a negative chest x-ray.
- 2. Or, in-lieu of the above TB testing, contractor and subcontractor personnel may elect to complete weekly health screening forms and abide by any/all recommendations/requirements set forth by UMC's Infection Control Department.
- 3. Current seasons' Influenza vaccine is encouraged for all contractor/subcontractor personnel. However, UMC's Infection Control Department reserves the right to require this vaccine at any time. All personnel will follow UMC's EH6.5 Influenza Policy (Influenza season is generally November through March).

Non clinical/short term personnel such as Engineering-related vendors and/or construction workers working outside of the hospital are not required to meet any specific Infection Control/Employee Health Services requirements.

Non Clinical Personnel

Non Clinical personnel that are assigned to work at UMC by approved contracted agencies (banks, gift shops, etc.) will be required to follow basic on-boarding requirements like UMC application, background check, drug screening, medical screening as outlined and attend orientation prior to working on premises. Personnel files will be maintained in Human Resources until the person ceases working on property. All annual testing and requirements will be required of these personnel.

EQUIPMENT:

In the event Hospital contracts for equipment services, documentation of a current, accurate and separate inventory equipment list must be provided to appropriate department to be included in Hospital's medical equipment management program.

1. All equipment brought into UMC is required to meet the following criteria:
 - a. Electrical safety check which meets the requirements of Hospital's Clinical Engineering department.
 - b. Established schedule for ongoing monitoring and evaluation of equipment submitted to Hospital's Clinical Engineering department.
 - c. Monitoring and evaluation will include:
 - i. Preventive maintenance;
 - ii. Identification and recordation of equipment management problems;
 - iii. Identification and recordation of equipment failures; and
 - iv. Identification and recordation of user errors and abuse.
 - d. Results of monitoring and evaluation shall be recorded as performed and submitted to Hospital's department of Clinical Engineering.
2. Documentation on each contractor providing medical equipment to assure users of equipment are able to demonstrate or describe:
 - a. Capabilities, limitations and special applications of the equipment;
 - b. Operating and safety procedures for equipment use;
 - c. Emergency procedures in the event of equipment failure; and
 - d. Processes for reporting equipment management problems, failures and user errors.
3. Documentation on each contractor providing medical equipment to assure technicians maintaining and/or repairing the equipment can demonstrate or describe:
 - a. Knowledge and skills necessary to perform maintenance responsibilities; and
 - b. Processes for reporting equipment management problems, failures and user errors.

MONITORING:

The contractor will provide reports of performance improvement activities at defined intervals.

A contractor providing direct patient care will collaborate, as applicable, with Hospital's Performance Improvement Department regarding Improvement Organization Performance (IOP) activities.

Process for Allied Health Provider working at UMC Hospital Campus

1. All Allied Health and Dependent Allied Health Provider personnel from outside contractors monitored by HR (non-credentialed/licensed) working at UMC will have the following documentation on file in Department of Human Resources:
 - a. Copy of contract
 - b. Copy of Contractor's liability insurance (general and professional)
 - c. Job description
 - d. Resume'
 - e. Copy of current Driver's License **OR** One 2x2 photo taken within two (2) years
 - f. Specialty certifications, Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), etc.
 - g. Current license verification/primary source verifications

- h. Competency Statement/Skills Checklist (Contractor's and UMC's)
 - i. Annual Performance Evaluation(s)
 - j. UMC's "Department Specific Orientation" form
 - k. Attestation form/letter from Contractor completed for medical clearances except for TB test and Influenza vaccine.
 - l. Completion of Non-Employee specific orientation
2. The following documents may be maintained at Contractor's office:
- a. Medical Information to include: History and Physical (H&P), Physical examination or certification from a licensed physician that a person is in a state of good health (Clinical Personnel), Annual Tuberculosis (TB) test or Chest X-Ray, Immunizations, Hepatitis B Series or waiver, Measles/Mumps/Rubella Immunizations or adequate titers, Chicken Pox questionnaire, drug tests results and other pertinent health clearance records as required. The results of these tests can be noted on a one (1) page medical attestation form provided by UMC. TB test results and Influenza vaccine must be submitted to Human Resources.
 - b. Attestation form must be signed by the employee and contractor. The form can be utilized to update information as renewals or new tests. The form must be provided to Hospital each time a new employee is assigned to UMC. Once the above criteria are met, the individual will be scheduled to attend orientation, receive an identification badge and IT security access.
 - c. Any and all peer references and other clearance verification paperwork must be maintained in the contractor's office and be available upon request.

Non-Employee Orientation– Provided by the Organizational Development Department

- 1. Non-Employee orientation must occur prior to any utilization of contracted personnel.
- 2. Orientation may be accomplished by attendance at non-employee orientation; or, by completion of the "Agency Orientation Manual" if scheduled by the Organizational Development Department.
- 3. Nurses must complete the RN orientation manual before working if Per Diem and within one (1) week of hire if a traveler nurse. RN orientation will be scheduled by the appropriate responsible UMC Manager.
- 4. Each contracted personnel will have a unit orientation upon presenting to a new area. This must be documented and sent to Organizational Development department. Components such as the PYXIS tutorial and competency, Patient Safety Net (PSN), Information Technology Services (IT), Glucose monitoring as appropriate and any other elements specific to the position or department.

Contractor Personnel Performance Guidelines

- 1. Arrive at assigned duty station at the start of shift. Tardiness will be documented on evaluation.
- 2. Complete UMC incident reports and/or medication error reports, when appropriate, using the PSN. The contractual individual is to report to the Director of their employer all incidents and medication errors for which they are responsible. UMC will not assume this responsibility. UMC agrees to notify Agency when an employee(s) is known to have been exposed to any communicable diseases.

Agency Personnel Assignment Guidelines

- 1. Duties will be assigned by the Physicians, Department Manager, and Charge Nurse/Supervisor that matches their skill level as defined on the competency checklist.
- 2. Administer care utilizing the standards of care established and accepted by UMC.
- 3. Be responsible to initiate update or give input to the plan of care on their assigned patients as defined in job description.
- 4. Will not obtain blood from the lab unless properly trained by the unit/department to do so. Training must be documented and sent to Organization Development department.
- 5. Administer narcotics as appropriate to position and scope of practice.

**ATTACHMENT A
I-66 POLICY**



Surveillance Questionnaire for Contracted Temporary Non-Clinical Staff

Last Name

First Name

DOB

Employer

Please answer the following questions:

Have you had a fever in the last week?
--

No

Yes

Have you had chills within the last week?

No

Yes

Do you have a cough?

No

Yes

Have you had a cough for more than 2 weeks?*
--

No

Yes

Have you had any blood in your cough?*
--

No

Yes

Have you had any unexplained weight loss?*
--

No

Yes

Do you have night sweats?*

No

Yes

If you answered **YES** to any of the above questions, you are required to **wear a mask while in the hospital.**

*Forms must be completed by temporary staff first day of working within hospital and every week thereafter, not to exceed 8 weeks. All forms with yes answers to questions 4-7 must be turned into Employee Health Services for review prior to contractor working within the hospital.

Attachment 2

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 and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to, among other things, proper billing and coding, detection and correction of coding and billing errors, and investigation of and remedial action relating to potential noncompliance. 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 Medicaid.

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.

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, civil penalties range from \$5,500 to \$11,000 in fines, per claim, 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 must 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, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify UMC via a hospital Administrator, department Director, department Manager, and Rani Gill, Compliance Officer, directly at (702) 383-6211. Suspected violations may also be reported anonymously via the Hotline at (888) 691-0772 or <http://www.goldenegg.ethicspoint.com>. The Hotline is available twenty-four (24) hours a day, seven (7) days a week. Compliance concerns may also be submitted via email to the Compliance Officer at Rani.Gill@umcsn.com.

Upon notification, the Compliance Officer will initiate a false claims investigation. A false claims investigation is an inquiry conducted for the purpose of determining whether a person is, or has been, engaged in any violation of a false claim law.

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 Minority Business Enterprise	☐ WBE Women-Owned Business Enterprise	☐ SBE Small Business Enterprise	☐ PBE Physically Challenged Business Enterprise	☐ VET Veteran Owned Business	☐ DVET Disabled Veteran Owned Business	☐ ESB Emerging Small Business
Number of Clark County Nevada Residents Employed: 26						
Corporate/Business Entity Name: <u>Oral and maxillofacial Surgery ASS of Nevada</u>						
(Include d.b.a., if applicable)						
Street Address: <u>2030 E. Flamingo Ave #288</u>			Website: <u>facialsurgery.org</u>			
City, State and Zip Code: <u>Las Vegas NV 89119</u>			POC Name: <u>Brenda @ glumacswanson.cc</u>			
Telephone No: <u>702 892-0833</u>			Fax No: <u>702 892-0906</u>			
Nevada Local Street Address: (If different from above)			Website:			
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Mark L. Glumacswanson	owner/physician	50%
Eric D Swanson, M.D., M.D.	owner/physician	50%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?

☐ Yes ☒ No

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

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

Signature

Print Name

Title

Date

owner/physician

Eric D. Swanson, M.D., M.D.

6/15/2020

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

This Agreement, is made and entered into this 24th day of June 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 Falk Oral and Facial Surgery dba Canyon Oral and Facial Surgery, a Nevada professional corporation, engaged in the practice of medicine specializing in Oral and Maxillofacial Surgery services and existing under and by virtue of the laws of the State of Nevada, with its principal place of business at 6200 N Durango Dr. Suite 100, LV, NV 89149 (hereinafter referred to as the "Provider");

WHEREAS, Hospital is the operator of an acute care Hospital and an American College of Surgeons verified Level I Trauma Center which requires Oral and Maxillofacial Surgery services;

WHEREAS, Hospital recognizes that the proper functioning of an Oral and Maxillofacial Surgery division, under the Surgery Department, requires supervision and direction by a physician who has been properly trained and is fully qualified and credentialed to practice medicine as an Oral and Maxillofacial Surgeon; and

WHEREAS, Provider desires to contract for and provide said Services in the specialty of Oral and Maxillofacial Surgery, 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, including but not limited to oral and maxillofacial surgery services.
- 1.3 Department. Unless the context requires otherwise, Department refers to Hospital's Department of Surgery.
- 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 and on-call oral and maxillofacial surgery services to Hospital's inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week in accordance with the oral and maxillofacial surgery rotation schedule 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.
- d. If Provider is unavailable to provide the Services when assigned and requests substitute coverage, upon Hospital's prior written consent, Provider shall arrange for an alternate practitioner of Hospital's Medical Staff with equivalent privileges who is appropriately credentialed for the specific service line to provide the Services.

2.3 Representations of Provider and Member Physicians.

- a. Provider represents and warrants that it:

- i. holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation;
- ii. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
- iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
- iv. at all times will comply with all applicable laws and regulations in the performance of the Services;
- v. is not restricted under any third party agreement from performing the obligations under this Agreement;
- vi. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder; and
- vii. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.

b. Provider, on behalf of each Member Physicians (and Allied Health Providers as applicable), represents and warrants that he or she:

- i. is Board Certified in Oral and Maxillofacial Surgery;
- 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 or Allied Health

Provider that fails to meet any of the requirements in this Agreement after a period of three (3) calendar days.

- 2.5 Independent Contractor. In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform its work and functions.
- 2.6 Industrial Insurance.
- a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its Member Physicians and/or Allied Health Providers, shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.
 - b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital 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 Allied Health Providers, at its own expense in accordance with the minimums required by applicable law. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary.
- 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, set forth in Attachment 1, incorporated and made a part hereof by this reference, as may be amended from time to time.

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 may be altered or different 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 make available within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. Provider access to 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 commercially reasonable efforts to require that all claims by Provider for Provider's services delivered to patients at Hospital's facilities are complete and accurate;
 - b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that Provider does not bill for any items or services that 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 \$1,200.00 per day for the On-Call Services, or for an annual amount not to exceed \$438,000.00. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month. Complete and accurate invoices are due by 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 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 July 1, 2020, and subject to paragraph 7.5, shall remain in effect through June 30, 2021 (the "Initial Term"). At the end of the Initial Term, Hospital has the option to extend this Agreement for two (2) additional one-year periods (each a "Successive Term") (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").
- 6.2. Modifications. Within three (3) calendar days, Provider shall notify Hospital in writing of:
- a. Any change of address of Provider;
 - b. Any change in membership or ownership of Provider's group or professional corporation;

- c. Any action against the license of any of Provider's Member Physicians;
- d. Any breach of a representation or warranty as required under Section 2.3; or
- e. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.

6.3 Termination For Cause.

- a. This Agreement shall immediately terminate upon the occurrence of any one of the following events:
 - i. The exclusion of Provider from participation in any federal health care program; or
 - ii. The termination of Services by any required Member Physician(s) as set forth in Section 1.5, unless a substitute Member Physician was agreed to in writing by Hospital prior to such termination.
- b. This Agreement may be terminated by Hospital with written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:
 - i. Professional misconduct by any of Provider's Member Physicians or Allied Health Providers as determined by the Bylaws, Rules and Regulations of the Medical and Dental Staff and the appeal processes thereunder wherein such Member Physician or Allied Health Provider is not timely removed by Provider;
 - ii. Conduct by any of Provider's Member Physicians or Allied Health Providers which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff, and if upon notice and request by Hospital, the Provider does not remove such Member Physician or Allied Health Provider from performing any further Services hereunder, and continue to provide adequate staffing hereunder unless the parties can mutually agree to a reduction in the Services and amending this Agreement to reflect such reduction;
 - iii. Disputes among the Member Physicians, partners, owners, principals, or of Provider's group or professional corporation that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care;
 - iv. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90)

days, unless adequate coverage is furnished by Provider. Such adequacy will be determined by Hospital; or

- v. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.
- c. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:
- i. The exclusion of Hospital from participation in a federal health care program;
 - ii. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;
 - iii. The failure of Hospital to maintain full accreditation by The Joint Commission;
 - iv. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or
 - v. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon 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 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.
- 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 in accordance with applicable law.
- 7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this 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. 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 2.
 - 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.
- 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 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: Jesse Falk DMD

6200 N Durango Dr Suite 100
LV, NV 89149

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 Cooperation Regarding Claims. The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the Services rendered pursuant to this Agreement

including, without limitation, provision of copies of medical records. This paragraph will be without prejudice to the prosecution of any claims which any of the parties may have against each other and will not require cooperation in the event of such claims.

7.25 Other Agreements. Provider and Hospital are parties under certain other agreements set forth below, if any:

- a.
- b.

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

Provider:

Canyon Oral and Facial Surgery

Hospital:

University Medical Center of Southern Nevada

By: 

Name: Jesse Falk DMD

Title: Owner

By: _____

Mason VanHouweling

Chief Executive Officer

Date: 7/1/20

Date: _____

EXHIBIT A
SERVICES/MEMBER PHYSICIAN(S)

Provider to provide Oral and Maxillofacial Surgery On-Call and Clinical Services in accordance with the following requirements:

On-Call Services:

- a. Provider shall deliver to the Department and the Hospital twenty-four (24) hours per day, seven (7) days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff.
- b. Response times for On-Call Services shall be in accordance with Hospital Policy # MSS-0111, On Call Physician Policy.

Clinical Services:

- a. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients, included but not limited to Hospital's Emergency Department and Trauma Department, utilizing all due diligence arising from the emergency and on-call services.
- b. Provide daily rounds, on-call and consultative coverage to Hospital's inpatients and outpatients of the Department, as well as adult Emergency Department patients and adult Trauma Department patients.

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

1800 W. Charleston Blvd.
Las Vegas, NV 89102

Member Physicians (List names):

Jesse Falk DMD

Mike Moody DMD

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: (i) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (ii) the patient expresses a preference for a different provider, practitioner, or supplier; (iii) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (iv) the referral is not in the patient's best medical interests in the Member Physician's judgment. The parties agree that this provision concerning referrals by Member Physicians complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law").
- l. The disposition of patients for whom medical services have been provided, following such treatment, shall be in the sole discretion of the Member Physician(s) performing such treatment. Such Member Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Member physicians shall facilitate discharges in an appropriate and timely manner. Member Physicians will provide the patient's Primary Care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge care. However, nothing in this Agreement shall be construed to require a referral by Provider or any Member Physician.
- m. Provider agrees to participate in the Physician Quality Reporting Initiative ("PQRI") established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by Provider pursuant to this Agreement.
- n. Provider shall meet quarterly with Hospital Administration to discuss and verify inpatient admission data collections.
- o. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.
- p. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.
- q. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Provider.

- r. Provider shall ensure that all medical record charts will be completed and signed as follows: (i) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical and Dental Staff Bylaws, and (ii) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The thirty (30) days is inclusive of all signatures including any residents and the attending physician.
- s. Provider shall maintain a score within ten percent (10%) of University Health System Consortium (UHC) compare (currently 6.24%) for its thirty (30) day readmission score for related admissions.
- t. Provider shall provide a quarterly report to include at a minimum the following: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, and (ix) average length of stay-unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital 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 appropriate.

Attachment 1

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: Contracted Non-Employees / Allied Health Non-Credentialed / Dependent Allied Health / Temporary Staff / Construction / Third Party Equipment		ADMINISTRATIVE APPROVAL:
EFFECTIVE: 9/96	REVISED: 6/99; 10/01; 4/07; 1/08; 3/11; 5/14, 5/16	
POLICY #: I-66		
AFFECTS: Organization wide		

PURPOSE:

To ensure that contractual agreements for the provision of services are consistent with the level of care defined by Hospital policy; and, to ensure the priority utilization of contracted services, staffing and equipment.

POLICY:

1. All entities providing UMC with personnel for temporary staffing and Allied Health Providers must have a written contract that contains the terms and conditions required by this policy. Dependent Allied providers working with credentialed physicians without a contract must also abide by the policy.
2. All credentialed Physicians, Physician Assistants, Nurse Practitioners and other credentialed Allied Health personnel will abide by the policies and procedures as set by the Medical Staff Bylaws.
3. All equipment provided and used by outside entities must meet the safety requirements required by this policy.
4. Contract(s) will be developed collaboratively by the department(s) directly impacted, the service agency and the hospital Contracts Management department.
5. Contract(s) directly related to patient care must be reviewed and evaluated by the Medical Executive Committee to ensure clinical competency.
6. Contract(s) must be approved by the Chief Executive Officer or applicable board prior to the commencement of services.

TEMPORARY STAFFING:

Contractual Requirements

Contractor must meet and adhere to all qualifications and standards established by Hospital policies and procedures (including Administrative, Infection Control/Employee Health Services, and Human resource related as applicable); The Joint Commission; and, all applicable regulatory and/or credentialing entities specific to services included in contract.

In the event a contractor contracts with an individual who is certified under the aegis of the Medical and Dental Staff Bylaws or Allied Health, the contract must provide contracted individuals applicable education, training and licensure as appropriate for the assigned responsibilities. The contracted individual must fulfill orientation requirements consistent with other non-employee staff members.

Records concerning the contracted individual shall be maintained by Hospital's Department of Human Resources (HR) and the clinical department directly impacted by the services provided. HR will provide Employee Health and Organizational Development departments with an ongoing list of these individuals and the department in which they work.

Laboratory Services

All reference and contracted laboratory services must meet the applicable federal regulations for clinical laboratories and maintain evidence of the same.

Healthcare Providers

In the event a service agency employs or contracts with an individual who is subject to the Medical and Dental Staff Bylaws, or the Allied Health Providers Manual, the contract must provide the individual's applicable education, training and licensure appropriate for his or her assigned responsibilities. The assigned individual must have an appropriate National Provider Identifier (NPI).

Clinical Care Services

Contractor may employ such Allied Health providers as it determines necessary to perform its obligations under the contract. For each such Allied Health provider, contractor shall be responsible for furnishing Hospital with evidence of the following:

1. Written job description that indicates:
 - a. Required education and training consistent with applicable legal and regulatory requirements and Hospital policy.
 - b. Required licensure, certification or registration as applicable.
 - c. Required knowledge and/or experience appropriate to perform the defined scope of practice, services and responsibilities.
2. Completed pre-employment drug screen and background check consistent with UMC's contracted background check protocol. Testing should include HHS Office of Inspector General (OIG), Excluded Party List System (EPLS), sanction checks and criminal background. If a felony conviction exists, UMC's HR department will review and approve or deny the Allied Health Practitioner's access to UMC Campus. UMC will be given authorization to verify results online by contractor.
3. The following medical information must be provided to UMC and outlined by UMC Employee Health Department.
 - a. Evidence of annual TB testing (within the last 2 years), a current 2 step TB skin test, or a current IGRA blood test. Current TB testing is TB testing that is from within the last 12 months. The 2 step TB skin test must be 2 TB tests done within the current year, at least 10 days apart. A Quantiferon TB test from within the last year. Individuals with a positive TB test must have proof of a past positive skin test, a negative chest x-ray and a negative sign and symptom review completed. The sign and symptom review should be completed within 4 weeks of contract at UMC.
 - b. Documentation of the current seasons' Influenza vaccine or UMC's signed declination is required during Influenza season. All personnel will follow UMC's Influenza policy 6.5. (Influenza season is generally Oct-March 31st. Season is defined within policy by the Infection Control Department).
 - c. Tdap vaccination is required for any personnel with contact in PEDS, PICU, PEDS ER, NICU, Labor and Delivery, FRC and FBCC.
 - d. Hepatitis B vaccine series (3 vaccines), or titers showing immunity or a declination for all personnel in clinical areas.
 - e. Measles, Mumps and Rubella (MMR) series (2 vaccines), or titers showing immunity;
4. The following vaccines are highly suggested by UMC and the CDC for all healthcare workers and records are maintained and kept current at the agency. Contractor will provide UMC authorization to audit these files upon request.
 - a. Varicella vaccine series (2 vaccines), titer showing immunity or a history of disease;
 - b. Tdap vaccine (1 vaccine) for personnel not in areas listed above (3 c).
5. The contractor will complete a competency assessment of the individual (1) upon hire, (2) at the time initial service is provided, (3) when there is a change in either job performance or job requirements and (4) on an annual basis.
 - a. Competency assessments of Allied Health providers must clearly establish that the individual meets all qualifications and standards established by Hospital policies and procedures, The Joint Commission and all other applicable regulatory and/or credentialing entities with specific application to the service provided.
 - b. Competency assessments of Allied Health providers must clearly address the ages of the patients served by the individual and the degree of success the individual achieves in producing the results expected from clinical interventions.

- c. Competency assessments must include an objective, measurable system and be used periodically to evaluate job performance, current competencies and skills.
- d. Competency assessments must be performed annually, allow for Hospital input and be submitted to Hospital's HR department.
- e. The competency assessment will include a competency checklist for each Allied Health provider position, which at a minimum addresses the individual's:
 - i. Knowledge and ability required to perform the written job description;
 - ii. Ability to effectively and safely use equipment;
 - iii. Knowledge of infection control procedures;
 - iv. Knowledge of patient age-specific needs;
 - v. Knowledge of safety procedures; and
 - vi. Knowledge of emergency procedures.
- 6. Contractor has conducted an orientation process to familiarize Allied Health providers with their jobs and with their work environment before beginning patient care or other activities at UMC inclusive of safety and infection control. The orientation process must also assess each individual's ability to fulfill the specific job responsibilities set forth in the written job description.
- 7. Contractor periodically reviews the individual's abilities to carry out job responsibilities, especially when introducing new procedures, techniques, technology and/or equipment.
- 8. Contractor has developed and furnishes ongoing in-service and other education and training programs appropriate to patient age groups served by Hospital and defined within the scope of services.
- 9. Contractor submits to Hospital for annual review:
 - a. The level of competence of the contractor's Allied Health providers that meets UMC standards; and
 - b. The patterns and trends relating to the contractor's use of Allied Health providers.
- 10. Contractor ensures that each Allied Health provider has acquired an identification badge from Hospital's HR department before commencing services at Hospital's facilities; and ensures badge is returned to HR upon termination of service.
- 11. Contract requires the contractor, upon Hospital's request, to discontinue the employment at Hospital's facilities of an Allied Health provider whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with Hospital staff, whose conduct may have a detrimental effect on patients, or who fails to adhere to Hospital's existing policies and procedures. HR will be notified so appropriate action can be taken to remove access.

Non Clinical Short Term Temporary Personnel

Non clinical/short term personnel such as Engineering-related contractors or vendors and/or construction workers on site within the hospital for construction, remodeling or on property for new project implementation will be required to adhere to UMC Infection Control requirements as outlined below. "Short term" is defined as not more than 2 months. Original records are to be maintained by the contractor. A copy will also be available within the appropriate department at UMC.

- 1. Evidence of annual TB testing (2 years), a current 2 step TB test, or an IGRA blood test. Individuals with a positive TB test must have proof of a past positive skin test, a negative sign and symptom review and a negative chest x-ray.
- 2. Or, in-lieu of the above TB testing, contractor and subcontractor personnel may elect to complete weekly health screening forms and abide by any/all recommendations/requirements set forth by UMC's Infection Control Department.
- 3. Current seasons' Influenza vaccine is encouraged for all contractor/subcontractor personnel. However, UMC's Infection Control Department reserves the right to require this vaccine at any time. All personnel will follow UMC's EH6.5 Influenza Policy (Influenza season is generally November through March).

Non clinical/short term personnel such as Engineering-related vendors and/or construction workers working outside of the hospital are not required to meet any specific Infection Control/Employee Health Services requirements.

Non Clinical Personnel

Non Clinical personnel that are assigned to work at UMC by approved contracted agencies (banks, gift shops, etc.) will be required to follow basic on-boarding requirements like UMC application, background check, drug screening, medical screening as outlined and attend orientation prior to working on premises. Personnel files will be maintained in Human Resources until the person ceases working on property. All annual testing and requirements will be required of these personnel.

EQUIPMENT:

In the event Hospital contracts for equipment services, documentation of a current, accurate and separate inventory equipment list must be provided to appropriate department to be included in Hospital's medical equipment management program.

1. All equipment brought into UMC is required to meet the following criteria:
 - a. Electrical safety check which meets the requirements of Hospital's Clinical Engineering department.
 - b. Established schedule for ongoing monitoring and evaluation of equipment submitted to Hospital's Clinical Engineering department.
 - c. Monitoring and evaluation will include:
 - i. Preventive maintenance;
 - ii. Identification and recordation of equipment management problems;
 - iii. Identification and recordation of equipment failures; and
 - iv. Identification and recordation of user errors and abuse.
 - d. Results of monitoring and evaluation shall be recorded as performed and submitted to Hospital's department of Clinical Engineering.
2. Documentation on each contractor providing medical equipment to assure users of equipment are able to demonstrate or describe:
 - a. Capabilities, limitations and special applications of the equipment;
 - b. Operating and safety procedures for equipment use;
 - c. Emergency procedures in the event of equipment failure; and
 - d. Processes for reporting equipment management problems, failures and user errors.
3. Documentation on each contractor providing medical equipment to assure technicians maintaining and/or repairing the equipment can demonstrate or describe:
 - a. Knowledge and skills necessary to perform maintenance responsibilities; and
 - b. Processes for reporting equipment management problems, failures and user errors.

MONITORING:

The contractor will provide reports of performance improvement activities at defined intervals.

A contractor providing direct patient care will collaborate, as applicable, with Hospital's Performance Improvement Department regarding Improvement Organization Performance (IOP) activities.

Process for Allied Health Provider working at UMC Hospital Campus

1. All Allied Health and Dependent Allied Health Provider personnel from outside contractors monitored by HR (non-credentialed/licensed) working at UMC will have the following documentation on file in Department of Human Resources:
 - a. Copy of contract
 - b. Copy of Contractor's liability insurance (general and professional)
 - c. Job description
 - d. Resume'
 - e. Copy of current Driver's License OR One 2x2 photo taken within two (2) years
 - f. Specialty certifications, Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), etc.
 - g. Current license verification/primary source verifications

- h. Competency Statement/Skills Checklist (Contractor's and UMC's)
 - i. Annual Performance Evaluation(s)
 - j. UMC's "Department Specific Orientation" form
 - k. Attestation form/letter from Contractor completed for medical clearances except for TB test and Influenza vaccine.
 - l. Completion of Non-Employee specific orientation
2. The following documents may be maintained at Contractor's office:
- a. Medical Information to include: History and Physical (H&P), Physical examination or certification from a licensed physician that a person is in a state of good health (Clinical Personnel), Annual Tuberculosis (TB) test or Chest X-Ray, Immunizations, Hepatitis B Series or waiver, Measles/Mumps/Rubella Immunizations or adequate titers, Chicken Pox questionnaire, drug tests results and other pertinent health clearance records as required. The results of these tests can be noted on a one (1) page medical attestation form provided by UMC. TB test results and Influenza vaccine must be submitted to Human Resources.
 - b. Attestation form must be signed by the employee and contractor. The form can be utilized to update information as renewals or new tests. The form must be provided to Hospital each time a new employee is assigned to UMC. Once the above criteria are met, the individual will be scheduled to attend orientation, receive an identification badge and IT security access.
 - c. Any and all peer references and other clearance verification paperwork must be maintained in the contractor's office and be available upon request.

Non-Employee Orientation– Provided by the Organizational Development Department

- 1. Non-Employee orientation must occur prior to any utilization of contracted personnel.
- 2. Orientation may be accomplished by attendance at non-employee orientation; or, by completion of the "Agency Orientation Manual" if scheduled by the Organizational Development Department.
- 3. Nurses must complete the RN orientation manual before working if Per Diem and within one (1) week of hire if a traveler nurse. RN orientation will be scheduled by the appropriate responsible UMC Manager.
- 4. Each contracted personnel will have a unit orientation upon presenting to a new area. This must be documented and sent to Organizational Development department. Components such as the PYXIS tutorial and competency, Patient Safety Net (PSN), Information Technology Services (IT), Glucose monitoring as appropriate and any other elements specific to the position or department.

Contractor Personnel Performance Guidelines

- 1. Arrive at assigned duty station at the start of shift. Tardiness will be documented on evaluation.
- 2. Complete UMC incident reports and/or medication error reports, when appropriate, using the PSN. The contractual individual is to report to the Director of their employer all incidents and medication errors for which they are responsible. UMC will not assume this responsibility. UMC agrees to notify Agency when an employee(s) is known to have been exposed to any communicable diseases.

Agency Personnel Assignment Guidelines

- 1. Duties will be assigned by the Physicians, Department Manager, and Charge Nurse/Supervisor that matches their skill level as defined on the competency checklist.
- 2. Administer care utilizing the standards of care established and accepted by UMC.
- 3. Be responsible to initiate update or give input to the plan of care on their assigned patients as defined in job description.
- 4. Will not obtain blood from the lab unless properly trained by the unit/department to do so. Training must be documented and sent to Organization Development department.
- 5. Administer narcotics as appropriate to position and scope of practice.

ATTACHMENT A
I-66 POLICY



Surveillance Questionnaire for Contracted Temporary Non-Clinical Staff

Last Name

First Name

DOB

Employer

Please answer the following questions:

Have you had a fever in the last week?

No

Yes

Have you had chills within the last week?

No

Yes

Do you have a cough?

No

Yes

Have you had a cough for more than 2 weeks?*

No

Yes

Have you had any blood in your cough?*

No

Yes

Have you had any unexplained weight loss?*

No

Yes

Do you have night sweats?*

No

Yes

If you answered YES to any of the above questions, you are required to wear a mask while in the hospital.

*Forms must be completed by temporary staff first day of working within hospital and every week thereafter, not to exceed 8 weeks. All forms with yes answers to questions 4-7 must be turned into Employee Health Services for review prior to contractor working within the hospital.

Attachment 2

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 and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to, among other things, proper billing and coding, detection and correction of coding and billing errors, and investigation of and remedial action relating to potential noncompliance. 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 Medicaid.

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.

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, civil penalties range from \$5,500 to \$11,000 in fines, per claim, 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 must 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, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify UMC via a hospital Administrator, department Director, department Manager, and Rani Gill, Compliance Officer, directly at (702) 383-6211. Suspected violations may also be reported anonymously via the Hotline at (888) 691-0772 or <http://www.goldenegg.ethicspoint.com>. The Hotline is available twenty-four (24) hours a day, seven (7) days a week. Compliance concerns may also be submitted via email to the Compliance Officer at Rani.Gill@umcsn.com.

Upon notification, the Compliance Officer will initiate a false claims investigation. A false claims investigation is an inquiry conducted for the purpose of determining whether a person is, or has been, engaged in any violation of a false claim law.

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 Minority Business Enterprise	☐ WBE Women-Owned Business Enterprise	☒ SBE Small Business Enterprise	☐ PBE Physically Challenged Business Enterprise	☐ VET Veteran Owned Business	☐ DVET Disabled Veteran Owned Business	☐ ESB Emerging Small Business
Number of Clark County Nevada Residents Employed: 10						
Corporate/Business Entity Name:		Falk Oral and Facial Surgery				
(Include d.b.a., if applicable)		Canyon Oral and Facial Surgery				
Street Address:		6200 N durango Dr. Suite 100		Website: www.canyonofs.com		
City, State and Zip Code:		LV, NV 89149		POC Name: Deann Martinez Email: deann@canyonofs.com		
Telephone No:		702-660-5574		Fax No: 702-660-5578		
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)
Jesse Falk	Owner	100%

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

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

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

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

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

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


Signature

Jesse Falk DMD
Print Name

Owner

7/1/20

Title

Date

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

This Agreement, made and entered into this 24th day of June, 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 Jeff E. Maxillo, a licensed Nevada physician, engaged in the practice of medicine specializing in Oral and Maxillofacial Surgery services and existing under and by virtue of the laws of the State of Nevada, with his/her principal place of business at 3663 E. Sunset Road, #403, Las Vegas, NV 89120 (hereinafter referred to as the "Provider");

WHEREAS, Hospital is the operator of an acute care Hospital and an American College of Surgeons verified Level 1 Trauma Center which requires Oral and Maxillofacial Surgery services;

WHEREAS, Hospital recognizes that the proper functioning of an Oral and Maxillofacial Surgery division, under the Surgery Department, requires supervision and direction by a physician who has been properly trained and is fully qualified and credentialed to practice medicine as an Oral and Maxillofacial Surgeon; and

WHEREAS, Provider desires to contract for and provide said Services in the specialty of Oral and Maxillofacial Surgery, 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, including but not limited to oral and maxillofacial surgery services.
- 1.3 Department. Unless the context requires otherwise, Department refers to Hospital's Department of Surgery.
- 1.4 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.
- 1.5 On-Call Services. Emergency and on-call oral and maxillofacial surgery services to Hospital's inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week in accordance with the oral and maxillofacial surgery rotation schedule 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. Provider shall at all times hereunder, be a member in good standing of Hospital's medical staff with appropriate clinical credentials and appropriate Hospital privileges. If Provider fails to maintain staff appointment of clinical privileges in good standing, Provider will not be permitted to render the Services and will be replaced promptly by Hospital. Hospital shall replace a Provider who has been suspended, terminated or expelled from Hospital's Medical Staff, loses his/her license to practice medicine, tenders his/her 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 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 Allied Health Providers or others under his/her direction and control, in the performance of Services under this Agreement.
- c. Allied Health Providers employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Allied Health Providers Manual.
- d. If Provider is unavailable to provide the Services when assigned and requests substitute coverage, upon Hospital's prior written consent, Provider shall arrange for an alternate practitioner of Hospital's Medical Staff with equivalent privileges who is appropriately credentialed for the specific service line to provide the Services.

2.3 Representations of Provider. Provider represents and warrants that it:

- a. is Board Certified in Oral and Maxillofacial Surgery;
- b. possesses an active license to practice medicine from the State of Nevada which is in good standing;
- c. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration;
- d. 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;
- e. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
- f. 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);

- g. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
- h. 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;
- i. at all times will comply with all applicable laws and regulations in the performance of the Services; and
- j. 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 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 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 the Agreement or terminate the Agreement.

2.7 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.

2.8 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.

2.9 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 and Dental Staff, as may then be in effect.

2.10 Health Insurance Portability and Accountability Act of 1996.

- a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (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, set forth in Attachment 1, incorporated and made a part hereof by this reference, as may be amended from time to time.

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 the Provider and his/her 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 may be altered or different 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 make available within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. Provider access to 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 his/her 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 item 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 \$1,200.00 per day for the On-Call Services, or for an annual amount not to exceed \$438,000.00. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month. Complete and accurate invoices are due by 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 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 July 1, 2020, and subject to paragraph 7.5, shall remain in effect through June 30, 2021 (the "Initial Term"). At the end of the Initial Term, Hospital has the option to extend this Agreement for two (2)

additional one-year periods (each a "Successive Term") (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").

6.2. Modifications. Within three (3) calendar days, Provider shall notify Hospital in writing of:

- a. Any change of address of Provider;
- b. Any action against the license of the Provider;
- c. Any breach of a representation or warranty as required under Section 2.3; or
- d. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.

6.3 Termination For Cause.

- a. This Agreement shall immediately terminate upon the exclusion of Provider from participation in any federal health care program;
- b. This Agreement may be terminated by Hospital with written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:
 - i. Professional misconduct by Provider as determined by the Bylaws, Rules and Regulations of the Medical and Dental Staff and the appeal processes thereunder;
 - ii. Conduct by Provider, 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;
 - iii. Absence of Provider 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 other Providers, providing these services under separate agreements. Such adequacy will be determined by Hospital; or
 - iv. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.
- c. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:
 - i. The exclusion of Hospital from participation in a federal health care program;
 - ii. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;

- iii. The failure of Hospital to maintain full accreditation by The Joint Commission;
 - iv. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or
 - v. Breach of any material term or condition of this Agreement.
- 6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon 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 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.

- 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 in accordance with applicable law.
- 7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this 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. 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 2.
 - 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.

- 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 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:

Jeff E. Mosby, DDS, PC
3663 E. Swazey, #403
Las Vegas, NV 89012

- 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 Cooperation Regarding Claims. The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the Services rendered pursuant to this Agreement including, without limitation, provision of copies of medical records. This paragraph will be without prejudice to the prosecution of any claims which any of the parties may have against each other and will not require cooperation in the event of such claims.
- 7.25 Other Agreements. Provider and Hospital are parties under certain other agreements set forth below, if any:

- a. None
b.

[Signature page to follow]

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

Provider:

Jeff E. Mosby, DDS, PC

Hospital:

University Medical Center of Southern Nevada

By:

Jeff E. Mosby, DDS, PC

Name:

Title:

President

By:

Mason VanHouweling

Chief Executive Officer

Date:

6-2-20

Date:

EXHIBIT A SERVICES

Provider to provide Oral and Maxillofacial Surgery On-Call and Clinical Services in accordance with the following requirements:

On-Call Services:

- a. Provider shall deliver to the Department and the Hospital twenty-four (24) hours per day, seven (7) days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff.
- b. Response times for On-Call Services shall be in accordance with Hospital Policy # MSS-0111, On Call Physician Policy.

Clinical Services:

- a. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients, included but not limited to Hospital's Emergency Department and Trauma Department, utilizing all due diligence arising from the emergency and on-call services.
- b. Provide daily rounds, on-call and consultative coverage to Hospital's inpatients and outpatients of the Department, as well as adult Emergency Department patients and adult Trauma Department patients.

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

1800 W. Charleston Blvd.
Las Vegas, NV 89102

EXHIBIT B
STANDARDS OF PERFORMANCE

The Provider shall 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 operate and conduct him/herself 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, Provider shall be free to perform private practice at other offices and hospitals. If Provider is employed 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. Provider 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 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 Allied Health Providers 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 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, and in no event is the Provider required to make a referral under any of the following circumstances: (i) the referral relates to services that are not provided by Provider within the scope of this Agreement; (ii) the patient expresses a preference for a different provider, practitioner, or supplier; (iii) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (iv) the referral is not in the patient's best medical interests in the Provider's judgment. The parties agree that this provision concerning referrals by the Provider 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 Provider performing such treatment. Provider may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Provider shall facilitate discharges in an appropriate and timely manner. Provider 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.
- 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: (i) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical and Dental Staff Bylaws, and (ii) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The thirty

(30) days is inclusive of all signatures including any residents and the attending physician.

- s. Provider shall maintain a score within ten percent (10%) of University Health System Consortium (UHC) compare (currently 6.24%) for its thirty (30) day readmission score for related admissions.
- t. Provider shall provide a quarterly report to include at a minimum the following: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, and (ix) average length of stay-unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital 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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: Contracted Non-Employees / Allied Health Non-Credentialed / Dependent Allied Health / Temporary Staff / Construction / Third Party Equipment		ADMINISTRATIVE APPROVAL:
EFFECTIVE: 9/96	REVISED: 6/99; 10/01; 4/07; 1/08; 3/11; 5/14, 5/16	
POLICY #: I-66		
AFFECTS: Organization wide		

PURPOSE:

To ensure that contractual agreements for the provision of services are consistent with the level of care defined by Hospital policy; and, to ensure the priority utilization of contracted services, staffing and equipment.

POLICY:

1. All entities providing UMC with personnel for temporary staffing and Allied Health Providers must have a written contract that contains the terms and conditions required by this policy. Dependent Allied providers working with credentialed physicians without a contract must also abide by the policy.
2. All credentialed Physicians, Physician Assistants, Nurse Practitioners and other credentialed Allied Health personnel will abide by the policies and procedures as set by the Medical Staff Bylaws.
3. All equipment provided and used by outside entities must meet the safety requirements required by this policy.
4. Contract(s) will be developed collaboratively by the department(s) directly impacted, the service agency and the hospital Contracts Management department.
5. Contract(s) directly related to patient care must be reviewed and evaluated by the Medical Executive Committee to ensure clinical competency.
6. Contract(s) must be approved by the Chief Executive Officer or applicable board prior to the commencement of services.

TEMPORARY STAFFING:

Contractual Requirements

Contractor must meet and adhere to all qualifications and standards established by Hospital policies and procedures (including Administrative, Infection Control/Employee Health Services, and Human resource related as applicable); The Joint Commission; and, all applicable regulatory and/or credentialing entities specific to services included in contract.

In the event a contractor contracts with an individual who is certified under the aegis of the Medical and Dental Staff Bylaws or Allied Health, the contract must provide contracted individuals applicable education, training and licensure as appropriate for the assigned responsibilities. The contracted individual must fulfill orientation requirements consistent with other non-employee staff members.

Records concerning the contracted individual shall be maintained by Hospital's Department of Human Resources (HR) and the clinical department directly impacted by the services provided. HR will provide Employee Health and Organizational Development departments with an ongoing list of these individuals and the department in which they work.

Laboratory Services

All reference and contracted laboratory services must meet the applicable federal regulations for clinical laboratories and maintain evidence of the same.

Healthcare Providers

In the event a service agency employs or contracts with an individual who is subject to the Medical and Dental Staff Bylaws, or the Allied Health Providers Manual, the contract must provide the individual's applicable education, training and licensure

Page 17 of 24

appropriate for his or her assigned responsibilities. The assigned individual must have an appropriate National Provider Identifier (NPI).

Clinical Care Services

Contractor may employ such Allied Health providers as it determines necessary to perform its obligations under the contract. For each such Allied Health provider, contractor shall be responsible for furnishing Hospital with evidence of the following:

1. Written job description that indicates:
 - a. Required education and training consistent with applicable legal and regulatory requirements and Hospital policy.
 - b. Required licensure, certification or registration as applicable.
 - c. Required knowledge and/or experience appropriate to perform the defined scope of practice, services and responsibilities.
2. Completed pre-employment drug screen and background check consistent with UMC's contracted background check protocol. Testing should include HHS Office of Inspector General (OIG), Excluded Party List System (EPLS), sanction checks and criminal background. If a felony conviction exists, UMC's HR department will review and approve or deny the Allied Health Practitioner's access to UMC Campus. UMC will be given authorization to verify results online by contractor.
3. The following medical information must be provided to UMC and outlined by UMC Employee Health Department.
 - a. Evidence of annual TB testing (within the last 2 years), a current 2 step TB skin test, or a current IGRA blood test. Current TB testing is TB testing that is from within the last 12 months. The 2 step TB skin test must be 2 TB tests done within the current year, at least 10 days apart. A Quantiferon TB test from within the last year. Individuals with a positive TB test must have proof of a past positive skin test, a negative chest x-ray and a negative sign and symptom review completed. The sign and symptom review should be completed within 4 weeks of contract at UMC.
 - b. Documentation of the current seasons' Influenza vaccine or UMC's signed declination is required during Influenza season. All personnel will follow UMC's Influenza policy 6.5. (Influenza season is generally Oct-March 31st. Season is defined within policy by the Infection Control Department).
 - c. Tdap vaccination is required for any personnel with contact in PEDS, PICU, PEDS ER, NICU, Labor and Delivery, FRC and FBCC.
 - d. Hepatitis B vaccine series (3 vaccines), or titers showing immunity or a declination for all personnel in clinical areas.
 - e. Measles, Mumps and Rubella (MMR) series (2 vaccines), or titers showing immunity;
4. The following vaccines are highly suggested by UMC and the CDC for all healthcare workers and records are maintained and kept current at the agency. Contractor will provide UMC authorization to audit these files upon request.
 - a. Varicella vaccine series (2 vaccines), titer showing immunity or a history of disease;
 - b. Tdap vaccine (1 vaccine) for personnel not in areas listed above (3 c).
5. The contractor will complete a competency assessment of the individual (1) upon hire, (2) at the time initial service is provided, (3) when there is a change in either job performance or job requirements and (4) on an annual basis.
 - a. Competency assessments of Allied Health providers must clearly establish that the individual meets all qualifications and standards established by Hospital policies and procedures, The Joint Commission and all other applicable regulatory and/or credentialing entities with specific application to the service provided.
 - b. Competency assessments of Allied Health providers must clearly address the ages of the patients served by the individual and the degree of success the individual achieves in producing the results expected from clinical interventions.
 - c. Competency assessments must include an objective, measurable system and be used periodically to evaluate job performance, current competencies and skills.
 - d. Competency assessments must be performed annually, allow for Hospital input and be submitted to Hospital's HR department.

- e. The competency assessment will include a competency checklist for each Allied Health provider position, which at a minimum addresses the individual's:
 - i. Knowledge and ability required to perform the written job description;
 - ii. Ability to effectively and safely use equipment;
 - iii. Knowledge of infection control procedures;
 - iv. Knowledge of patient age-specific needs;
 - v. Knowledge of safety procedures; and
 - vi. Knowledge of emergency procedures.
6. Contractor has conducted an orientation process to familiarize Allied Health providers with their jobs and with their work environment before beginning patient care or other activities at UMC inclusive of safety and infection control. The orientation process must also assess each individual's ability to fulfill the specific job responsibilities set forth in the written job description.
7. Contractor periodically reviews the individual's abilities to carry out job responsibilities, especially when introducing new procedures, techniques, technology and/or equipment.
8. Contractor has developed and furnishes ongoing in-service and other education and training programs appropriate to patient age groups served by Hospital and defined within the scope of services.
9. Contractor submits to Hospital for annual review:
 - a. The level of competence of the contractor's Allied Health providers that meets UMC standards; and
 - b. The patterns and trends relating to the contractor's use of Allied Health providers.
10. Contractor ensures that each Allied Health provider has acquired an identification badge from Hospital's HR department before commencing services at Hospital's facilities; and ensures badge is returned to HR upon termination of service.
11. Contract requires the contractor, upon Hospital's request, to discontinue the employment at Hospital's facilities of an Allied Health provider whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with Hospital staff, whose conduct may have a detrimental effect on patients, or who fails to adhere to Hospital's existing policies and procedures. HR will be notified so appropriate action can be taken to remove access.

Non Clinical Short Term Temporary Personnel

Non clinical/short term personnel such as Engineering-related contractors or vendors and/or construction workers on site within the hospital for construction, remodeling or on property for new project implementation will be required to adhere to UMC Infection Control requirements as outlined below. "Short term" is defined as not more than 2 months. Original records are to be maintained by the contractor. A copy will also be available within the appropriate department at UMC.

1. Evidence of annual TB testing (2 years), a current 2 step TB test, or an IGRA blood test. Individuals with a positive TB test must have proof of a past positive skin test, a negative sign and symptom review and a negative chest x-ray.
2. Or, in-lieu of the above TB testing, contractor and subcontractor personnel may elect to complete weekly health screening forms and abide by any/all recommendations/requirements set forth by UMC's Infection Control Department.
3. Current seasons' Influenza vaccine is encouraged for all contractor/subcontractor personnel. However, UMC's Infection Control Department reserves the right to require this vaccine at any time. All personnel will follow UMC's EH6.5 Influenza Policy (Influenza season is generally November through March).

Non clinical/short term personnel such as Engineering-related vendors and/or construction workers working outside of the hospital are not required to meet any specific Infection Control/Employee Health Services requirements.

Non Clinical Personnel

Non Clinical personnel that are assigned to work at UMC by approved contracted agencies (banks, gift shops, etc.) will be required to follow basic on-boarding requirements like UMC application, background check, drug screening, medical screening as outlined and attend orientation prior to working on premises. Personnel files will be maintained in Human Resources until the person ceases working on property. All annual testing and requirements will be required of these personnel.

EQUIPMENT:

In the event Hospital contracts for equipment services, documentation of a current, accurate and separate inventory equipment list must be provided to appropriate department to be included in Hospital's medical equipment management program.

1. All equipment brought into UMC is required to meet the following criteria:

- a. Electrical safety check which meets the requirements of Hospital's Clinical Engineering department.
 - b. Established schedule for ongoing monitoring and evaluation of equipment submitted to Hospital's Clinical Engineering department.
 - c. Monitoring and evaluation will include:
 - i. Preventive maintenance;
 - ii. Identification and recordation of equipment management problems;
 - iii. Identification and recordation of equipment failures; and
 - iv. Identification and recordation of user errors and abuse.
 - d. Results of monitoring and evaluation shall be recorded as performed and submitted to Hospital's department of Clinical Engineering.
2. Documentation on each contractor providing medical equipment to assure users of equipment are able to demonstrate or describe:
- a. Capabilities, limitations and special applications of the equipment;
 - b. Operating and safety procedures for equipment use;
 - c. Emergency procedures in the event of equipment failure; and
 - d. Processes for reporting equipment management problems, failures and user errors.
3. Documentation on each contractor providing medical equipment to assure technicians maintaining and/or repairing the equipment can demonstrate or describe:
- a. Knowledge and skills necessary to perform maintenance responsibilities; and
 - b. Processes for reporting equipment management problems, failures and user errors.

MONITORING:

The contractor will provide reports of performance improvement activities at defined intervals.

A contractor providing direct patient care will collaborate, as applicable, with Hospital's Performance Improvement Department regarding Improvement Organization Performance (IOP) activities.

Process for Allied Health Provider working at UMC Hospital Campus

1. All Allied Health and Dependent Allied Health Provider personnel from outside contractors monitored by HR (non-credentialed/licensed) working at UMC will have the following documentation on file in Department of Human Resources:
 - a. Copy of contract
 - b. Copy of Contractor's liability insurance (general and professional)
 - c. Job description
 - d. Resume'
 - e. Copy of current Driver's License OR One 2x2 photo taken within two (2) years
 - f. Specialty certifications, Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), etc.
 - g. Current license verification/primary source verifications
 - h. Competency Statement/Skills Checklist (Contractor's and UMC's)
 - i. Annual Performance Evaluation(s)
 - j. UMC's "Department Specific Orientation" form

- k. Attestation form/letter from Contractor completed for medical clearances except for TB test and Influenza vaccine.
 - l. Completion of Non-Employee specific orientation
2. The following documents may be maintained at Contractor's office:
- a. Medical Information to include: History and Physical (H&P), Physical examination or certification from a licensed physician that a person is in a state of good health (Clinical Personnel), Annual Tuberculosis (TB) test or Chest X-Ray, Immunizations, Hepatitis B Series or waiver, Measles/Mumps/Rubella Immunizations or adequate titers, Chicken Pox questionnaire, drug tests results and other pertinent health clearance records as required. The results of these tests can be noted on a one (1) page medical attestation form provided by UMC. TB test results and Influenza vaccine must be submitted to Human Resources.
 - b. Attestation form must be signed by the employee and contractor. The form can be utilized to update information as renewals or new tests. The form must be provided to Hospital each time a new employee is assigned to UMC. Once the above criteria are met, the individual will be scheduled to attend orientation, receive an identification badge and IT security access.
 - c. Any and all peer references and other clearance verification paperwork must be maintained in the contractor's office and be available upon request.

Non-Employee Orientation– Provided by the Organizational Development Department

- 1. Non-Employee orientation must occur prior to any utilization of contracted personnel.
- 2. Orientation may be accomplished by attendance at non-employee orientation; or, by completion of the "Agency Orientation Manual" if scheduled by the Organizational Development Department.
- 3. Nurses must complete the RN orientation manual before working if Per Diem and within one (1) week of hire if a traveler nurse. RN orientation will be scheduled by the appropriate responsible UMC Manager.
- 4. Each contracted personnel will have a unit orientation upon presenting to a new area. This must be documented and sent to Organizational Development department. Components such as the PYXIS tutorial and competency, Patient Safety Net (PSN), Information Technology Services (IT), Glucose monitoring as appropriate and any other elements specific to the position or department.

Contractor Personnel Performance Guidelines

- 1. Arrive at assigned duty station at the start of shift. Tardiness will be documented on evaluation.
- 2. Complete UMC incident reports and/or medication error reports, when appropriate, using the PSN. The contractual individual is to report to the Director of their employer all incidents and medication errors for which they are responsible. UMC will not assume this responsibility. UMC agrees to notify Agency when an employee(s) is known to have been exposed to any communicable diseases.

Agency Personnel Assignment Guidelines

- 1. Duties will be assigned by the Physicians, Department Manager, and Charge Nurse/Supervisor that matches their skill level as defined on the competency checklist.
- 2. Administer care utilizing the standards of care established and accepted by UMC.
- 3. Be responsible to initiate update or give input to the plan of care on their assigned patients as defined in job description.
- 4. Will not obtain blood from the lab unless properly trained by the unit/department to do so. Training must be documented and sent to Organization Development department.
- 5. Administer narcotics as appropriate to position and scope of practice.

ATTACHMENT A
I-66 POLICY



Surveillance Questionnaire for Contracted Temporary Non-Clinical Staff

Morley Self 6.5.01
Last Name First Name DOB

Self
Employer

Please answer the following questions:

Have you had a fever in the last week?	<u>No</u>	Yes
Have you had chills within the last week?	<u>No</u>	Yes
Do you have a cough?	<u>No</u>	Yes
Have you had a cough for more than 2 weeks?*	<u>No</u>	Yes
Have you had any blood in your cough?*	<u>No</u>	Yes
Have you had any unexplained weight loss?*	<u>No</u>	Yes
Do you have night sweats?*	<u>No</u>	Yes

If you answered YES to any of the above questions, you are required to wear a mask while in the hospital.

*Forms must be completed by temporary staff first day of working within hospital and every week thereafter, not to exceed 8 weeks. All forms with yes answers to questions 4-7 must be turned into Employee Health Services for review prior to contractor working within the hospital.

Attachment 2

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 and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to, among other things, proper billing and coding, detection and correction of coding and billing errors, and investigation of and remedial action relating to potential noncompliance. 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 Medicaid.

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.

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, civil penalties range from \$5,500 to \$11,000 in fines, per claim, 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 must 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, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify UMC via a hospital Administrator, department Director, department Manager, and Rani Gill, Compliance Officer, directly at (702) 383-6211. Suspected violations may also be reported anonymously via the Hotline at (888) 691-0772 or <http://www.goldenegg.ethicspoint.com>. The Hotline is available twenty-four (24) hours a day, seven (7) days a week. Compliance concerns may also be submitted via email to the Compliance Officer at Rani.Gill@umcsn.com.

Upon notification, the Compliance Officer will initiate a false claims investigation. A false claims investigation is an inquiry conducted for the purpose of determining whether a person is, or has been, engaged in any violation of a false claim law.

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: 7						
Corporate/Business Entity Name: Jeff E. Morley, DDS, PC						
(Include d.b.a., if applicable)						
Street Address: 3663 E. Sunset Rd., #403			Website: DrJeffMorley.com			
City, State and Zip Code: Las Vegas, NV 89120			POC Name:			
Telephone No: 702-898-8350			Email:			
Nevada Local Street Address:			Website:			
(If different from above)			Local Fax No:			
City, State and Zip Code:			Local POC Name:			
Local Telephone No:			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)
Jeff Edward Morley	President	100%

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

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

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

	Jeff E. Morley
Signature	Print Name
President	6-2-20
Title	Date

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

Issue:	Professional Services Agreement (Clinical Services) with Sound Physicians Emergency Medicine of Nevada (Bessler), PLLC	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the Professional Services Agreement for Emergency Medicine Clinical Services with Sound Physicians Emergency Medicine of Nevada (Bessler), PLLC; and authorize the Chief Executive Officer to sign the Agreement. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000

Fund Center: 3000723000

Description: Emergency Medicine Clinical Services

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

Term: 7/1/2020 to 6/30/2023 with two 1-year auto renew options

Amount:

Unless waived by both parties, base amounts herein are subject to Fair Market Value Review adjustment(s) in accordance with Section 6.4 of the Agreement:

- Professional Services – \$173,375 per month; \$2,080,500 annually or a potential aggregate of \$10,402,500 for five (5) years
- Medical Directorship Services – \$200 per hour; \$612,000 annually or a potential aggregate of \$3,060,000 for five (5) years

Out Clause: 150 days w/o cause provided the effective date of any termination may not be earlier than July 1, 2022

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

BACKGROUND:

This request is to approve the Professional Services Agreement for emergency medicine clinical services with Sound Physicians Emergency Medicine of Nevada (Bessler), PLLC (Provider). Provider will provide 24/7 emergency medical services to treat patients in UMC's Adult Emergency, Pediatric Emergency and Trauma departments. In addition, Provider's services will include but are not limited to the following:

- Provider shall designate a Medical Director for Adult Emergency and a Medical Director for Pediatric Emergency for the provision for certain administrative medical directorship services.
- On an annual basis, Provider shall create a collaborative plan with UMC's affiliated medical school(s) for the provision of services in support of the medical resident program.

Cleared for Agenda
June 24, 2020

Agenda Item #

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- Provider shall cooperate with UMC to provide formal and informal staff training programs as deemed necessary for the professional staff training and continuing medical education of its Medical Staff.

UMC will compensate Provider the following base amounts which are then subject to fair market value review adjustments: (i) estimated \$2,080,500 annually for Professional Services; and (ii) estimated \$612,000 annually for Medical Directorship Services. The Agreement term is from July 1, 2020 through June 30, 2023, with two, 1-year auto renewal options.

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

Provider currently holds a Clark County Limited Vendor Registration.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their June 17, 2020 meeting and recommended for approval by the Governing Board.

PROFESSIONAL SERVICES AGREEMENT (Clinical Services)

This Agreement, made and entered into this ____ day of June, 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 **Sound Physicians Emergency Medicine of Nevada (Bessler), PLLC**, a professional limited liability company existing under and by virtue of the laws of the State of Nevada, with its principal place of business at 1498 Pacific Avenue, Suite 400, Tacoma, WA 98402 (hereinafter referred to as the “Provider”);

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

WHEREAS, Provider desires to contract for and provide for said Services in the specialty of emergency medicine, as more specifically described herein; and

NOW THEREFORE, in consideration of the covenants and mutual promises made herein, the parties agree as follows:

I. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

- 1.1 Allied Health Providers. Individuals other than a licensed physician, medical doctor (“M.D.”), doctor of osteopathy (“D.O.”), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who has been accorded privileges to provide such care in Hospital. Allied Health Providers to be utilized by Provider for the provision of Services are listed on Exhibit A-1, which shall be subject to change from time to time.
- 1.2 Department. Unless the context requires otherwise, Department refers to Hospital’s Department of Emergency Medicine, including but not limited to, Adult Emergency, Pediatric Emergency Medical Services, and Trauma.
- 1.3 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.
- 1.4 Medical Directors. The Medical Director performs certain administrative services in coordination with the Hospital for the Department. Among other administrative duties assigned to the Medical Director, he or she shall be responsible for scheduling the call coverage services detailed in this Agreement and coordinating certain other hospital administrative services related to the operations of the Hospital and the Department, as more specifically described herein. Due to the operations of an adult emergency department and a pediatric emergency department, Provider shall provide for a Medical Director in each of these areas, as more specifically described in Section 2.2.
- 1.5 Member Physicians. 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 Services. Clinical services in the specialty of emergency medicine performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to the delivery to the Department and the Hospital certain Services to patients, 24 hours per day/seven days per week, as further described herein.

II. PROVIDER'S OBLIGATIONS

- 2.1 Department Coverage for Services. Provider, by and through its Member Physicians, shall deliver to the Department the following Services:
- a. Provider shall provide professional services in the best interests of Hospital's patients with all due diligence;
 - b. Provider shall provide professional coverage of emergency patient care services in Department. The care of all pediatric patients presenting to the Pediatric Emergency service area will be provided under the direction of a Member Physician specializing in pediatric emergency medicine;
 - c. Provider shall provide the emergency medical services on premises of Hospital twenty- four (24) hours per day, seven (7) days per week, including holidays, throughout the term of this Agreement to treat patients in Hospital's Adult Emergency, Pediatric Emergency and Trauma. Except during low volume periods, Provider shall have at least four (4) Member Physicians on the premises at any given time (which is expected to require an aggregate annual total of at least 45,260 hours for Member Physicians, as more specifically described on Exhibit A). Notwithstanding the foregoing, Hospital acknowledges that the foregoing hour expectation is based on anticipated volume at Hospital as of the date this Agreement is executed and actual hours may vary depending on actual volume at Hospital;
 - d. Provider shall provide additional physician services on-site and on-call as necessary, from time to time, to meet Department patient demands;
 - e. Provider shall provide patient care services which shall include, but not be limited to, clinical procedures normally performed in a licensed basic emergency facility;
 - f. Provider shall coordinate the schedules and assignments of the Member Physicians and Allied Health Providers assigned to Department;
 - g. Provider shall, upon the special request of Nursing Administration or onsite physicians/residents, perform difficult intravenous start up insertions and emergency intubations outside the emergency room seven (7) days a week, twenty-four (24) hours a day;
 - h. Provider shall provide Member Physicians to perform point of service/triage/ medical screening examinations in the Department, as necessary;
 - i. Provider shall conduct and professionally staff the Service at the levels indicated on Exhibit A so that Hospital, its Medical Staff, and patients shall at all times have adequate emergency medicine coverage. Provider shall render and supervise

emergency medicine services and consult with the Medical Staff and Hospital when requested;

- j. Provider shall cooperate with Hospital to provide formal and informal staff training programs as deemed necessary for the professional staff training and continuing medical education of its Medical Staff;
- k. On an annual basis, Provider shall create a collaborative plan with Hospital's affiliated medical school(s) for the provision of services in support of the medical resident program;
- l. Provider shall ensure clinical effectiveness by providing direction and supervision in accordance with the standards and recommendations of The Joint Commission and the Medical Staff Bylaws and related manuals, and any policies and procedures of applicable third party payors, as may then be in effect;
- m. Provider shall coordinate and integrate clinically related activities both inter and intra departmentally within Hospital and its affiliated clinics;
- n. Provider shall use best efforts to use Hospital's contracted anesthesiologists and hospitalists, subject to clinical appropriateness; and
- o. Provider shall perform such other Services, as more specifically described on Exhibit A, attached hereto and incorporated herein by reference.

2.2 Medical Directorship. During the Term, in addition to the Services provided by a Member Physician, the Provider shall designate a Medical Director for Adult Emergency and a Medical Director for Pediatric Emergency (individually a "Medical Director" and collectively the "Medical Directors") for the provision for certain administrative medical directorship services (the "Medical Directorship Services"). Hospital acknowledges and agrees that certain of the Medical Directorship Services of the Medical Director for Adult Emergency and the Medical Director for Pediatric Emergency may be assigned to other qualified Member Physicians acceptable to Hospital provided the same are documented in accordance with Section 5.3 and Attachment 2. The Medical Director for Adult Emergency and the Medical Director for Pediatric Emergency shall provide the following Medical Directorship Services for their respective areas of specialty:

- a. Oversee and supervise the overall emergency medicine program and perform all administrative, supervisory and education functions in relation to the operation of the Services, and as required from time-to-time by the Hospital's CEO, or his/her designee.
- b. Contribute to a positive relationship among Hospital's Administration, Health Care Providers (RN's, ancillary providers), Hospital's Medical Staff and the community;
- c. Promote the growth and development of the Department in conjunction with Hospital with special emphasis on expanding diagnostic and therapeutic services;
- d. Inform the Medical Staff of new equipment and applications and recommend innovative changes directed toward improved patient services;

- e. Develop and implement guidelines, policies and procedures in accordance with recognized professional medical specialty standards and the requirements of local, state and national regulatory agencies and accrediting bodies;
- f. Recommend the selection and development of appropriate methods, instrumentation and supplies to assure proper utilization of staff and efficient reporting of results;
- g. Represent the Department in Hospital department meetings as the need arises;
- h. Participate in Quality Assurance and Performance Improvement activities by monitoring and evaluating care; communicating findings, conclusions, recommendations and actions taken; and using established Hospital mechanisms for appropriate follow-up;
- i. Assess and recommend to Hospital's Administration a sufficient number of qualified and competent staff members to provide patient care;
- j. Assess and recommend to Hospital's Administration the need for capital expenditure for equipment, supplies and space required to maintain and expand the Department;
- k. Provide for the education of Medical Staff and Hospital personnel, residents and medical students in a defined organized structure and as the need presents itself;
- l. Monitor the use of equipment and report any malfunction to Hospital Administration;
- m. Assist Hospital in the selection of outside sources for needed medical professional services;
- n. Assist Hospital in the appeal of any denial of payment of Hospital charges;
- o. Assist Hospital's Administration with the performance of such other administrative duties as necessary to operate the Department; and
- p. Coordinate the delegation of certain Administrative Directorship Services as more specifically described in Section 2.3, below.

Each of the Medical Directors shall be required to submit monthly time records which details with reasonable specificity the time spent performing the Medical Directorship Services as further described in Section 5.3.

- 2.3 Administrative Directorship. In addition to the Medical Directorship Services set forth in Section 2.2 above, the Medical Directors shall be responsible for coordinating and delegating certain administrative duties performed by a Member Physician serving as the Administrative Director in furtherance of the operations of the Hospital and the Department as follows: Disaster Preparedness, EMS, ED Ultrasound Director (the "Administrative Director"). In addition to general Medical Directorship Services, as assigned by the Medical Directors of Adult Emergency and Pediatric Emergency, respectively, the specific duties of said Administrative Director are attached hereto and incorporate herein as **Attachment 2**. The Administrative Director shall be required to

submit monthly time records which details with reasonable specificity the time spent performing his or her administrative duties as delegated by a Medical Director (the “Administrative Directorship Services”) as further described in Section 5.3.

2.4 Faculty Responsibilities.

- a. As Hospital is a teaching facility in affiliation with the University of Nevada School of Medicine, or successor medical school(s) (the “School of Medicine”) the Services provided hereunder and teaching responsibilities are interrelated. As such, Provider agrees to execute and maintain a separate teaching agreement with the School of Medicine affiliated with the Hospital during the Term.
- b. Provider will hold faculty appointments with the School of Medicine, as deemed appropriate by the School of Medicine.
- c. Notwithstanding the above, Provider acknowledges and agrees that the compensation paid by Hospital pursuant to the terms of this Agreement is fair market value compensation for the Services, as further described in Article V, and not compensation for any faculty teaching obligations, which at all times remains the responsibility of the School of Medicine.

2.5 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 2.6 below. In the event Provider replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event that a Member Physician’s appointment to Hospital’s Medical Staff with clinical privileges is granted solely for purposes of this Agreement, such appointment and clinical privileges shall automatically terminate upon termination of this Agreement or Provider’s removal of the physician as a Member Physician.
- b. Provider shall be fully responsible for the performance and supervision of any of its Member Physicians or others under its direction and control, in the performance of services under this Agreement.
- c. Allied Health Providers employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Medical and Dental Staff Bylaws and Rules and Regulations. In the event that an Allied Health Provider’s granting of clinical privileges at Hospital is solely for purposes of this Agreement, such appointment and clinical privileges shall automatically terminate upon termination of this

Agreement or Provider's removal of the Allied Health Provider under this Agreement.

2.6 Representations of Provider and Member Physicians.

- a. Provider represents and warrants that it:
 - i. holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation;
 - ii. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
 - iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
 - iv. at all times will comply with all applicable laws and regulations in the performance of the Services;
 - v. is not restricted under any third party agreement from performing the obligations under this Agreement;
 - vi. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder;
 - vii. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.
- b. Provider, on behalf of each of Provider's Member Physicians (and Allied Health Providers as applicable), represents and warrants to the best of Provider's knowledge after reasonable inquiry that he or she:
 - i. is Board Certified in Emergency Medicine and/or Pediatric Emergency Medicine, as applicable;
 - 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.
- 2.7 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within three (3) business days after Provider becomes aware of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.6 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 fails to immediately remove any Member Physician or Allied Health Provider that fails to meet any of the requirements in this Agreement.
- 2.8 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.
- 2.9 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.
- 2.10 Professional Liability Insurance. Provider shall carry professional liability insurance on its Member Physicians and employees at its own expense in accordance with the minimums established by the Bylaws of the Medical and Dental Staff and related documents. Said insurance shall annually be certified to Hospital's Administration and Medical Staff, as necessary.
- 2.11 Provider Personal Expenses. Provider shall be responsible for all its personal expenses, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.
- 2.12 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 and Dental Staff, as may then be in effect.

2.13 Health Insurance Portability and Accountability Act of 1996.

- a. For purposes of this Agreement, “Protected Health Information” shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (iii) identifies such individual.
- b. Provider shall use its reasonable efforts to preserve the confidentiality of Protected Health Information it receives from Hospital, and shall be permitted only to use and disclose such information to the extent that Hospital is permitted to use and disclose such information pursuant to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) (“HIPAA”), regulations promulgated thereunder (“HIPAA Regulations”) and applicable state law. Hospital and Provider shall be an Organized Health Care Arrangement (“OHCA”), as such term is defined in the HIPAA Regulations.
- c. Hospital shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit the Hospital, Provider and their respective employees and other representatives, to have access to and use of Protected Health Information for purposes of the OHCA. Hospital and Provider shall share a common patient’s Protected Health Information to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

2.14 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, a copy of which has been made available to Provider and which is incorporated and made a part hereof by this reference.

2.15 Additional Personnel. Provider may also provide the services of hospitalist registered nurses, program managers, site coordinators and/or other administrative assistants; provided the same will not increase any costs to the Hospital pursuant to this Agreement.

III. HOSPITAL'S OBLIGATIONS

3.1 Technical Support, Space, Equipment and Supplies. Hospital will provide technical support and make available data to Provider as set forth on Exhibit C, attached hereto. At no charge to Provider, Hospital will provide Provider and its personnel with additional support as follows:

- a. Informational Technology. Hospital's Information Technology (IT) department will provide technical support at levels consistent with all members of the Medical Staff during normal working hours Monday – Friday 7am to 5pm and emergency support for work stoppage issues after hours, weekends and holidays 24x7x365.
 - b. Reporting. At no charge, Hospital will provide the data to populate the appropriate fields of a quality dashboard through a combination of real-time HL7 data exchange and flat files sent at thirty (30) day intervals and for a baseline period equal to the 12-month period prior to the effective date of this Agreement, including such data as outlined in Provider's Informatics Technical Manual which may be updated by Provider from time to time with a copy provided to Hospital, the current version of which has been provided to Hospital contemporaneously with the execution of this Agreement. Format will be HL7 v2 or v3 plus an electronic file, with both aggregated data and patient level data for emergency department patients. All information supplied by Hospital must comply with the parties' obligations under HIPAA and its "minimum necessary" standards (as described in Section 2.13).
 - c. Outreach. Hospital shall provide Medical Staff rosters in electronic format once per year and notify Provider within thirty (30) day of any new physicians who join the Medical Staff.
 - d. Surveys. Hospital shall provide staff emails for participation in annual feedback survey (i.e., nursing, case management/social work).
 - e. Space. Hospital shall provide space within Hospital for the Department (including reasonable dedicated space for the sole purpose of providing the Services hereunder).
 - f. Equipment. 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.
 - g. Hospital shall purchase all necessary supplies for the proper operation of the Department and shall keep accurate records of the cost thereof.
- 3.2 Hospital Services. Hospital shall provide the services of other hospital departments including, but not limited to, Accounting, Administration, Engineering, Human Resources, Material Management, Medical Records and Nursing.
- 3.3 Personnel. Other than Member Physicians and Allied Health Providers, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position,

providing that recognition and compensation be provided for personnel with special qualifications in accordance with the personnel policies of Hospital.

- 3.4 Exclusivity of Services. Provider shall be the exclusive provider of Services at Hospital. Provider shall not engage in any practice that could detract from Provider's commitment to its duties with Hospital. Member Physicians shall not serve as Director, or in any administrative capacity, of any other emergency or trauma department in any hospital in Clark County during the term of this Agreement without the prior written approval of Hospital. This covenant shall be construed as an agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action of any Member Physician, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Hospital of this covenant.
- 3.5 Representations of Hospital. Hospital represents and warrants to Provider that neither Hospital, nor to the best of Hospital's knowledge after reasonable inquiry any of its employees, is:
- a. Currently excluded, debarred, or otherwise ineligible to participate in any of the Federal Health Care Programs; or
 - b. Convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Health Care Programs.
- 3.6 Managed Care Coordination. Hospital will use commercially reasonable efforts to assist Provider and each Member Physician to become a participating provider in managed care or prepaid health care programs with whom Hospital is contracted.
- 3.7 Program Leadership. Hospital shall identify an individual to serve as Provider's primary point of contact with respect to this Agreement and the program. Hospital leadership will review Hospital's annual business projections, goals and objectives with Provider to align and prioritize service focus.
- 3.8 Insurance. Hospital will provide and maintain professional liability coverage for all personnel employed by Hospital (physician or non-physician) covering the professional conduct of such personnel in accordance with the self-insurance provisions of Chapter 41 of Nevada Revised Statutes. Hospital shall provide Provider, upon request, with evidence of such coverage. If Hospital engages independent contractors (other than Provider), such contractors shall maintain professional liability insurance in accordance with the minimums established by the Bylaws, Rules and Regulations of the Medical and Dental Staff.
- 3.9 Removal of Provider Personnel. Hospital shall have the right to request the removal and replacement of any Provider personnel based upon any legitimate and lawful reason; provided however Hospital will give Provider One Hundred Twenty (120) days to terminate such Member Physician's underlying employment agreement, as applicable. Notwithstanding the preceding, Hospital shall not be required to provide notice under this Section 3.9 in the event the removal is related to Provider's requirements to remove the Provider personnel for cause as described elsewhere in this Agreement.

IV. BILLING

- 4.1 Direct Billing. Except as otherwise specifically provided herein, Provider shall directly bill patients and/or third party payers for all professional components. Hospital shall make available within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. Provider access to 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 will not exceed that which are usual, reasonable and customary for the community. Provider shall furnish a list of these fees upon request of Hospital.
- 4.3 Third Party Payors. If Hospital desires to enter into preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.
- 4.4 Compliance. Provider agrees to comply with all applicable federal and state statutes and regulations (as well as applicable standards and requirements of non-governmental third-party payors) in connection with Provider's submission of claims and retention of funds for Provider's services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, Provider agrees:
- a. To use its best efforts to ensure that all claims by Provider for Provider's services provided to patients at Hospital's facilities are complete and accurate;
 - b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that Provider does not bill for any items or services that has been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities; and
 - c. To keep current on applicable Billing Requirements as the same may change from time to time.

V. COMPENSATION

- 5.1 Compensation for Professional Services. During the Term, and subject to Section 7.5 below, Hospital will compensate Provider for the Services, monthly payments in the amount of One Hundred Seventy-three Thousand Three Hundred Seventy-five and 00/100 Dollars (\$173,375.00), for an annual amount of Two Million Eighty Thousand and Five Hundred Dollars (\$2,080,500) (the "Base Fee"). Payment shall be made on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following Monday, for the previous month's Services.
- 5.2 Compensation for Medical Directorship Services. As compensation for the Medical Directorship Services and the Administrative Directorship Services as described in Section 2.2 and 2.3, respectively, the Provider shall be entitled to an hourly compensation of Two Hundred Dollars (\$200.00) per hour for an amount not to exceed the following:
- (a) One Hundred Sixty (160) hours per month for One Thousand Nine Hundred Twenty

(1,920) hours annually for the Medical Director of Adult Emergency; (b) Seventy (70) hours per month for Eight Hundred Forty (840) hours annually for the Medical Director of Pediatric Emergency and; (c) Twenty-five (25) hours per month for Three Hundred (300) hours annually for the Administrator Director as set forth on **Attachment 2**. The total compensation for Medical Directorship Services and Administrative Directorship Services shall not exceed an amount of Six Hundred Twelve Thousand Dollars (\$612,000.00) annually and all such hourly and total compensation must be documented and verified pursuant to accurate and complete time records submitted by the Medical Directors and the Administrator Director in accordance with Section 5.3.

- 5.3 Time Studies/Payment. Provider shall record in hourly increments Member Physicians' time spent on the various responsibilities for the Medical Directorship Services on a weekly basis, and via electronic submission utilizing Hospital's time tracking software, or as otherwise instructed by Hospital from time to time. Provider shall submit such time studies to the Hospital's Fiscal Services Department by the 12th of each month for the preceding month. Failure to submit the required time study by the 12th of each month will delay that month's payment until the time study is received. Provider will be paid on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following business day for the previous month's Medical Directorship Services and/or Administrative Directorship Services.
- 5.4 Fair Market Value. The compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services, and the Medical Directorship Services and the Administrative Director Services, provided hereunder.
- 5.5 Emergency Surge Costs. In the event an emergency is declared by the appropriate legal authority in the jurisdiction where Hospital is located (typically the governor of the state) and Hospital requests Provider to assist Hospital with responding to such emergency, the parties agree to meet and confer to negotiate reimbursement of Emergency Surge Costs via an addendum to this Agreement (e.g., reasonable expenses incurred by Provider which are over and above those otherwise anticipated to be incurred in the provision of Services on a regular basis under this Agreement, to include transportation, lodging and labor expenses, materials, medicines, and equipment associated with staffing the program with additional temporary Member Physicians and Allied Health Providers).

VI. TERM/MODIFICATIONS/TERMINATION

- 6.1 Term of Agreement. This Agreement shall become effective on July 1, 2020 at 12:00 a.m. (midnight) local time, and subject to Section 7.5, shall remain in effect through June 30, 2023 (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for two additional one-year periods (each a "Successive Term") unless either party provides the other with written notice of its intent to not renew the Agreement no later than one hundred fifty (150) days prior to the termination of the then applicable Initial Term or 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 limited liability company.
- c. Any action against the license of any of Provider's Member Physicians;
- d. Any action commenced against Provider which could materially affect this Agreement; or
- e. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.

6.3 Termination For Cause.

- a. This Agreement shall immediately terminate upon the exclusion of Provider from participation in any federal health care program;
- b. This Agreement may be terminated by Hospital at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:
 - 1. Professional misconduct by any of Provider's Member Physicians 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 and Provider does not remove such Member Physician or Allied Health Provider from performing any further Services hereunder, and continue to provide adequate staffing hereunder; 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. Hospital at any time engages in any criminal conduct or fraud that Provider reasonably determines is harming or is likely to materially harm the goodwill or reputation of Provider; or
 4. The failure of Hospital to maintain full accreditation by The Joint Commission; or
 5. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or
 6. Breach of any material term or condition of this Agreement.

6.4 Fair Market Value Review.

- a. Initial Review. Unless mutually waived by the both parties, within sixty (60) days after the first anniversary date of this Agreement, Hospital will engage the services of a third-party valuation expert to reassess the commercial reasonableness and fair market value compensation paid under the terms of this Agreement. Provider will cooperate with Hospital to timely provide any necessary information and documentation in order to accomplish this valuation, including but not limited to professional fee billings, physician compensation and/or work RVU requirements). The parties will cooperate in good faith to ensure accuracy and transparency in the process, utilizing best efforts to employ the same or similar fair market valuation terms and methodology of the original valuation, with the intention that the valuation is finalized (and any required amendment is executed) no later than eighteen (18) months from the commencement of this Agreement. In the event it is determined that this Agreement's compensation terms have fallen outside of the fair market value range, the parties agree to amend the compensation paid hereunder to meet the then-applicable fair market valuation. If the parties fail to amend within the required time frame, this Agreement may be terminated upon one hundred fifty (150) days' prior written notice by either party.
- b. Subsequent Review(s). In the event either party determines that there has been a material change to its payor mix, patient volume or other key indicator necessary to determining fair market value compensation under this arrangement, such party will submit a notice to request a new calculation of the service level value ("Notice for Calculation of Value" or "Notice"). In the Notice for Calculation of Value, the party will set forth the material change it believes necessitates an increase or reduction in the compensation paid hereunder and the parties will engage in good faith negotiations to adjust the compensation accordingly and consistent with all

regulatory requirements, including but not limited to fair market value and commercial reasonableness. The Notice will be sent in accordance with Section 7.18 and the parties agree to meet within thirty (30) days of the receipt of the Notice with the intent that any required amendment be completed within ninety (90) days, unless the parties mutually agree to extend such timeframes while good faith negotiations continue.

- 6.5 Termination Without Cause. Either party may terminate this Agreement, without cause, upon One Hundred Fifty (150) days written notice to the other party; provided, however, the effective date of any termination pursuant to this Section 6.4 may not be earlier than July 1, 2022. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination; provided however, it will not relieve Hospital of any payment due and owing to Provider for Services rendered under the terms of this Agreement. A party may submit no more than two (2) Notices (in addition to the initial review set forth in Section 6.4(a)) during the Term with at least eighteen (18) months between reviews.

VII. MISCELLANEOUS

- 7.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than \$10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. section 1395x (v) (1) (I), and the regulations promulgated thereunder.
- 7.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.
- 7.5 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Hospital's obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal

year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 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. Additionally, Hospital and Provider understand and agree that in connection with this Agreement, either party may acquire competitively sensitive information that is not known or ascertainable by third parties and that may cause a party to suffer competitive or economically if such information became known to other persons or entities. Unless legally required to disclose such information, including but not limited to requirements of Hospital pursuant to Nevada Public Records Act (NRS 239), Provider and Hospital agree to maintain the confidentiality of any confidential information provided under this Agreement for the Term, and for as long as such information remains confidential.
- 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. 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 Ethics Point hotline located at <http://umcintranet/compliancehotline.html>. Hospitals Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also available for Medical Staff reporting.

- 7.11 Federal, State, Local Laws. Provider will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.
- 7.12 Financial Obligation. Provider shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.
- 7.13 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.
- 7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.
- 7.15 Indemnification.
 - a. 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.
 - b. To the extent expressly provided in Chapter 41 of Nevada Revised Statutes, and any other applicable statute, Hospital shall indemnify and hold harmless, Provider, 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 Hospital, its employees, representatives, successors or assigns. To the extent expressly provided in Chapter 41 of Nevada Revised Statutes, Hospital shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action. Provider acknowledges Hospital is self-insured.

- 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: | Chief Executive Officer
University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, Nevada 89102 |
| To Provider: | 1498 Pacific Ave., Suite 400
Tacoma, WA 98402
Attn: General Counsel |
- 7.19 Publicity. Neither Hospital nor Provider shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.
- 7.20 Performance. Time is of the essence in this Agreement.
- 7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will 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 Proprietary Rights.

- a. Provider Property. Provider is and shall remain the sole and exclusive owner of all rights, title and interest in (a) Provider's inpatient management model which defines operational principles, forms, protocols, policies and procedures for emergency medicine programs (the "Program Policies"); (b) the information contained in the Program Policies; (c) any and all databases developed or utilized by Provider in performing its duties hereunder, including survey results (the "Databases"); (d) the communications system (including e-fax accounts, software and database with proprietary applications) utilized by Provider in performing its duties hereunder; (e) the physician contact management system utilized by Provider in performing its duties hereunder; (f) the patient and referring physician tracking system (including e-fax accounts, software and database with proprietary Provider applications) utilized by Provider in performing its duties hereunder; (g) all original works of authorship created by Provider or its employees, agents or representatives during the term of this Agreement and affixed in any tangible medium; (h) all of Provider's concepts, software tools and interfaces, know how, advice, analyses, recommendations, information, methodologies, processes, techniques, ideas, models, templates, tools, method of operations, management systems, communication systems and any other work product designed, developed, implemented or maintained by Provider or Provider personnel in connection with the services provided hereunder ((a)-(h), collectively, "Provider Property"); and (i) any and all copyrights, trade secrets, know how or intellectual property in or to or related to any Provider Property. During the term of this Agreement, Hospital shall have the right to access the Program Policies for use solely in relation to the Program. At no time shall Hospital resell, give or otherwise transfer possession of any Provider Property to any third party. Upon termination or expiration of this Agreement, Hospital shall cease using any Provider Property and shall return all Provider Property to Provider or destroy within ten (10) business days of any termination or expiration.
- b. Jointly Developed Property. With respect to any work jointly authored, created or developed in the performance of services pursuant to this Agreement, Hospital shall hold all rights, title and interest in any forms, protocols, policies, processes, templates and/or other clinical and operational tools developed in collaboration with Provider during the Term. Provider agrees that all identifying information about the Hospital, patient information and/or confidential business information of the Hospital is not owned by Provider and shall not be shared by Provider with any third parties.

- 7.25 Dispute Resolution. Subject to the right of any party to seek an injunction or other equitable relief from a court with applicable authority, all controversies, disputes, disagreements or claims arising out of or relating to this Agreement or the breach thereof, shall be resolved by binding arbitration. Such arbitration shall be conducted in Las Vegas, Nevada, and shall be administered by the American Health Lawyers Association in accordance with its Alternative Dispute Resolution Service Rules of Procedure for Arbitration. Such arbitration shall be conducted by a single arbitrator who shall have not represented either party or any affiliate of either party in any capacity nor reside or

practice in the State of Nevada. Any decision rendered by the arbitrator shall be final and binding on the parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- 7.26 Cooperation Regarding Claims. The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the services rendered pursuant to this Agreement including, without limitation, provision of copies of medical records. This paragraph will be without prejudice to the prosecution of any claims which any of the parties may have against each other and will not require cooperation in the event of such claims.
- 7.27 Non-Solicitation. During the Term of this Agreement, Hospital agrees not to directly or indirectly induce or attempt to influence, whether itself or through a third party staffing company, any Member Physician or Allied Health Professional to terminate his/her relationship with the Provider in order to engage his/her services for the Hospital directly. Notwithstanding the preceding, it shall not be a violation of this Section if at any time a Member Physician or Allied Health Provider responds to a public recruitment or an advertisement publicly disseminated by or on behalf of the Hospital for the purposes of seeking the services of persons to provide professional services of the same or similar nature as those provided by Provider under the terms of this Agreement; provided, however, Hospital shall still be required to pay the fee set forth in Section 7.28 below in the event any such Member Physician or Allied Health Provider is engaged directly or indirectly by Hospital, including through a third party staffing company. This Section will not apply to the recruitment of a Member Physician or Allied Health Provider that was already a practicing emergency medicine physician or allied-health provider at the Hospital immediately prior to the effective date of this Agreement, including but not limited to those listed on Exhibit A-1 (a "Hospital Sourced Provider").
- 7.28 No-Hire/Buy-out. If, within one (1) year of the termination or expiration of this Agreement, Hospital or a third party staffing company wishes to directly or indirectly contract, employ or engage any Provider personnel, including any Member Physician or Allied Health Provider, to provide services at Hospital, Hospital will first pay Provider the sum of \$25,000.00 per Member Physician, \$10,000.00 per Allied Health Provider and one half of the annual salary of any other Provider personnel, at which time Provider shall release such individual from any restrictive covenant with Provider. The preceding amounts have been mutually agreed by the parties as accurately reflecting the value of Provider's services. Notwithstanding the foregoing, the fee set forth in this Section 6.B will not apply to the recruitment of a Hospital-Sourced Provider.
- 7.29 Other Agreements. Provider and Hospital are parties under certain other agreements set forth below, if any: Hospitalist Services

[SIGNATURE PAGE TO FOLLOW]

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

PROVIDER:

**SOUND PHYSICIANS EMERGENCY
MEDICINE OF NEVADA
(BESSLER), PLLC**

By: _____

Name: Robert A. Bessler, M.D.

Its: President

HOSPITAL:

**University Medical Center of Southern
Nevada**

By: _____

Name: Mason VanHouweling

Its: Chief Executive Officer



EXHIBIT A

Professional Medical Services

Provider, by and through its Member Physicians and Allied Health Providers, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this Exhibit A, and which are further described below, in accordance with the following requirements:

Services/Coverage Requirements:

1. Unless concurrent critical care needs exist, provide on-site response calls as stipulated in Hospital Policy #MS1-111, On Call Physician Policy and the Medical Staff Bylaws.
2. Carry pagers, cell phones, or other hospital required communication devices while on-site and respond to emergent, routine and any on-call requests.
3. Provide adequate practitioner coverage required to meet this Agreement, which has been determined to be a minimum of 45,260 clinical hours for Member Physicians on an annual basis and 18,250 clinical hours for Allied Health Providers on an annual basis (which may fluctuate based on seasonal and other factors).

Adult Emergency Response. Member Physicians shall have as their goal to respond to patients presenting to the Department within thirty (30) minutes of a patient's triage evaluation. Provider shall review quarterly the Department's records with Hospital's Administration to determine if the patient response goal was met for the previous quarter. Hospital shall make its best effort to assist Member Physicians in this endeavor.

Trauma and Pediatric Response. Provider will be the first responders to trauma patients presenting in Trauma and Pediatric Emergency. Provider will comply with the standards and recommendations of the American College of Surgeons; The Joint Commission; Centers for Medicare & Medicaid Services ("CMS") Emergency Medical Treatment and Active Labor Act ("EMTALA") policies, rules and regulations; and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect.

Suicide Response. Patients that present to Emergency or Trauma after a suicide attempt(s) or with behavior which might be reasonably thought to evidence suicidal ideation or defined at-risk diagnosis will have a mental health screening completed by the Member Physician who cares for the patient. At-risk diagnosis is defined as injuries that are assessed as being self-inflicted and/or non-accidental ingestion error. Individuals will also be considered at-risk when they present with mental health symptoms related to substance dependence, clinical depression, schizophrenia and/or panic disorder.

Performance Measures: Provider shall use best efforts to satisfy the following performance measures:

1. Improve core measures as mutually agreed upon.
2. Attend at least 80% of agreed upon committee meetings.
3. Less than 2% of the patients can leave prior to medical screening exam - Left Before Medical Screen Exam (LBMSE).
4. Discharge LOS to be less than 150 minutes (median).
5. Door to Provider to be less than 30 minutes (median).
6. Show improvement in the Patient Experience score related to the Emergency Department.

7. Appropriate designation of inpatient admission versus observation as medically indicated greater than 90% of the time

Patient Safety and Quality:

1. Assist with development and follow full implementation of clinical pathways.
 - a. Over 95% of transfers to specialty services will follow guidelines requiring higher level of care, as indicated on retrospective audit.
2. All policies and procedures will be followed, including verbal orders charted in Hospital's electronic medical record system.
3. Provider shall require all Member Physicians shall participate on applicable committees as determined by the Medical Staff Bylaws and Rules and Regulations as may then be in effect, and will assist utilization review in setting, monitoring and achieving length of stay and ancillary utilization goals.
4. Member Physicians shall be members of the Teaching Faculty of Hospital, the Advanced Cardiac Life Support ("ACLS") Training Program, the Advanced Trauma Life Support ("ATLS") training program, the Pediatric Advanced Life Support ("PALS") Training Program, Continuing Medical Education ("CME") courses designed to provide a higher level of treatment to trauma patients by physicians and such other training programs, both professional and paraprofessional, conducted by Hospital. Each educational activity shall be taught by a qualified Member Physician having a high level of involvement in the subject of the educational activity. Provider shall require all full-time Member Physicians to participate in the educational activities of Hospital as set forth in this Paragraph.

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

1800 W. Charleston Blvd
Las Vegas, NV 89102

Member Physicians and Allied Health Providers (if any): See Exhibit A-1

EXHIBIT A-1

Provider's Member Physicians/Allied Health Providers

Physicians

Brian Ault, DO
Jamie Baydoun, MD
Ross Berkeley, MD
Jeff Bracey, DO
Tristan Cooper, MD
Mitzi Dillon, MD
Glen Guillermo, MD
Jordana Haber, MD
Aaron Heckelman, MD
Michael Holtz, MD
Matthew Horbal, MD
Beverly J. Hughes, MD
Devon Moore, MD
David Obert, DO
Ketan Patel, MD
Jim Preddy, DO
Ameya Samant, MD
Ronald Scheer, DO
Amy Urban, MD
Jason Villaflor, MD
Jesse Wells, MD
Robert Yang, DO
Christian Young, MD
James Bailey, MD (USAF)
Garren Giles, DO (Resident)
Sean Williams, DO (Resident)
David Slattery, MD
David Hindle
Bryan Bledsoe
Randy Bess

AIR FORCE

Baum
Day
Makas
Pascoe
Sigal

APPS

Kayli Burris, PA-C
Pete Carlo, PA-C
Jordan Christensen, PA
Michael Choi, PA
Brittany Clark, PA-C
Francine Clegg, FNP
Christopher Cummings, PA
Alan Fu Lien, PA-C
Katie Henkel, PA-C
Casey Hines, PA
Lynne Kato, PA-C
Jill McAtee, APRN
Erica McGee, PA-C
Van Nguyen, PA
Ryan Nokes, PA-C
Allen Park, PA-C
Todd Phillips, PA-C
John Scully, PA-C
Jason Sesi, PA-C
Krystle Sze, PA-C
Allyson Togashi, PA-C
Jennifer Willis, PA-C
Strohben (Touro Professor)
Peckham (Touro Professor)
John Quigley

EXHIBIT B
STANDARDS OF PERFORMANCE

The Provider shall use best efforts to ensure that all Member Physicians comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.

- a. Provider promises to adhere to Hospital's established standards and policies for providing exceptional patient care. In addition, Provider shall ensure that its Member Physicians shall also operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect.
- b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, its employed or contracted physicians shall be free to perform private practice at other offices and hospitals. If any of Provider's Member Physicians are employed by Provider under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.
- c. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.
- d. Provider shall be in compliance with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission.
- e. Provider shall be in one-hundred percent (100%) compliance with active participation with time-out (universal protocol).
- f. Provider shall assist Hospital with improvement of patient satisfaction and performance ratings.
- g. Provider shall perform appropriate clinical documentation.
- h. Member Physicians shall provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal law, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA").
- i. Provider and all Member Physicians shall comply with the rules, regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Provider by Hospital. Specifically, Provider and all Member Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures.

- j. Provider and all Member Physicians shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.
- k. The parties recognize that as a result of Hospital's patient *mix*, Hospital has been required to contract with various groups of physicians to provide on call coverage for numerous medical specialties. In order to ensure patient coverage and continuity of patient care, in the event Provider requires the services of a medical specialist, Provider shall use its best efforts to contact Hospital's contracted provider of such medical specialist services. However, nothing in this Agreement shall be construed to require the referral by Provider or any Member Physicians, and in no event is a Member Physician required to make a referral under any of the following circumstances: (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 Merit-based Incentive Payment System ("MIPS") established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by Provider pursuant to this Agreement.
- 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 Hospital's patient satisfaction 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 be in 100% compliance with Drug Wastage Policy. Provider shall be in 100% compliance with patient specific Pyxis guidelines (charge capture), as applicable, to include retrieval of medication/anesthesia agents.
- t. 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.
- u. 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.

EXHIBIT C

TECHNICAL SUPPORT REQUIREMENTS

In order to ensure Provider is able to bill for its Services and audit Member Physicians' and Allied Health Providers' compliance with Provider's policies and procedures, Hospital will provide technical support to Provider and make available the following data on a read-only basis:

- A. Content and Access Method – Data known to Hospital to include:
 - 1. Patient demographics, insured's coverages, and related profile data.
(HL7 message interface)
 - 2. Patient event notifications including admissions, transfers, and discharges.
(HL7 message interface)
 - 3. Verification of patient's attending, discharging, primary care, and follow-up providers.
(HL7 message interface / Medical record image / EMR remote user access)
 - 4. Provider procedures (if captured in the Hospital system rather than Sound system).
(HL7 message interface)
 - 5. Clinical documentation (e.g., progress notes, H&P, discharge summary).
(Patient medical record image / EMR remote user access)
- B. Access via HL7 Message Interface – Hospital will collaborate and work with Provider to implement and operate an HL7 Message interface between Hospital's information system(s) and Provider's information system(s) as follows:
 - 1. Message Content – As indicated above in A.1, A.2, A.3, and A.4.
 - 2. Message Timing – The interface will operate as near to real-time as possible, providing both initial data and subsequent updates upon change.
 - 3. Implementation – Implementation of the interface and its various messages is expected to require six to eight weeks.
 - 4. Maintenance – Hospital will ensure that the interface continues to operate in conformity with these terms as Hospital's information system(s) are changed over time.
 - 5. Cost – Hospital shall bear the costs associated with establishing and operating the interface necessary to export and transmit data, and Provider shall bear the costs associated with establishing and operating the interface necessary to receive and import data.
- C. Access via EMR (electronic medical record) – Hospital will collaborate with Provider to provide access to patient medical record data stored in its system(s) as follows:
 - 1. Image Content – As indicated above in Section A.3 and A.5.
 - 2. User Access – Hospital will provide remote user access to its EMR appropriate to the volume of charges generated by Provider.
 - 3. Access horizon – User access will remain for up to one year after discharge for the purpose of billing and/or patient discharge information.
 - 4. Cost – Hospital shall bear the costs associated with establishing and maintaining Provider remote user access to its EMR, to exclude any and all costs related to Provider's endpoint equipment and software licenses (remote network equipment and cost for VPN access or other access networks).
- D. Access by Provider's Agent(s) – Provider will utilize a third-party billing agency for some or all charge billing under this Agreement. Hospital agrees that Provider may share with the billing agency data necessary for billing. Hospital agrees to provide the billing agency with access to patient medical records on the same terms as Provider, provided however, Provider must abide by any and all requirements imposed by Hospital's electronic health record vendor with respect to such access. Provider will cooperate to timely provide all necessary documentation for access as reasonable requested by Hospital and/or its third party vendor. Hospital acknowledges that Provider or the

billing agency may utilize staff outside the United States, but at all times all data shall be stored in the United States. Provider acknowledges and agrees it is responsible for the actions of its third party vendor and that it has, or will have at the time of disclosure, received all required assurances from such vendor that it will protect the data at with the same level of protections as Provider and will abide by all requirements under HIPAA, and its associated regulations (i.e., through a subcontractor Business Associate Agreement).

- E. Remote data storage – Hospital acknowledges that Provider and Provider’s Agent(s) may store some or all billing-related data in storage repositories that are not directly managed by Provider or Agent.
- F. Reasonable Access – Hospital shall not unreasonably delay or withhold any access required under this Agreement. The right to such access will survive termination or expiration of this Agreement for a period of ninety (90) days for billing services and to address pending litigation matters. After such ninety (90) day period, and as further set forth in Section 7.24 of the Agreement, Provider may submit a request in writing for paper records which will be fulfilled timely in accordance with Hospital’s medical record retention and release policies and procedures.

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, violators can be liable for treble damages plus a penalty that is linked to inflation. 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.

ATTACHMENT 2

Administrative Director Position Description

The Administrative Director shall:

1. Report to the Medical Director of the Adult ED
2. Report to monthly ED Management Meetings
3. Provide ongoing administrative reports as requested by Hospital Administration
4. Coordinate UMC's Disaster Preparedness Activities
5. Coordinate EMC services at UMC (e.g., monthly medical advisory board meetings, supervise approved radio nurses, education and leadership in simulation and first responder life-saving response)
6. Assess, monitor and train staff on ultrasound use and appropriateness
7. Collaborate with radiology on safety, best practices, and clinical effectiveness of ultrasound use
8. Perform PI and peer review assessment of ultrasound use and interpretation

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: 50						
Corporate/Business Entity Name:		Sound Physicians Emergency Medicine of Nevada (Bessler), PLLC				
(Include d.b.a., if applicable)						
Street Address:		1498 Pacific Ave., Suite 400		Website: www.soundphysicians.com		
City, State and Zip Code:		Tacoma, WA 98402		POC Name: General Counsel		
				Email: generalcounsel@soundphysicians.com		
Telephone No:		615.377.1679		Fax No: 615.377.1679		
Nevada Local Street Address:		N/A		Website:		
(If different from above)						
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).

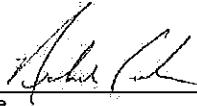
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Robert A. Bessler, M.D.	Sole Member	100%

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

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

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

 Signature Deputy General Counsel and Assistant Secretary Title	Nicholas R. Cook, Esq. Print Name June 3, 2020 Date
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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Receive Training on Compliance.	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receives annual required training from Rani Gill, Compliance Officer, on compliance for hospital governing boards. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

Cleared for Agenda
June 24, 2020

Agenda Item #

12



The **Highest Level of Care** in Nevada

2020 Annual Compliance Training

UMC Governing Board

Rani Gill, Compliance Officer

June 24, 2020

Agenda

- The UMC Compliance Program At Work
- Life After the Public Health Emergency –1135 Waivers
- Updated Department of Justice Evaluation of Compliance Programs

The UMC Compliance Program At Work



Life After the Public Health Emergency

1135 Waivers

1135 Waivers - The Short History

- January 31, 2020 Secretary Alazar declared a Public Health Emergency in the United States
- March 13, 2020 President Donald Trump declared a National Emergency
- Under the Stafford Act or National Emergencies Act, 1135 waivers could be granted to address the outbreak
- Using section 1135 of the Social Security Act, CMS granted a blanket waiver modifying or waiving certain Medicare, Medicaid and HIPAA requirements. This was retroactive to March 1, 2020
 - March 15th publication
 - Interim Final Rules on March 30, 2020 and April 30, 2020

Major Examples of Blanket Waivers Issued

- Telehealth
 - Expansion of types of providers
 - Audio only telehealth
 - Location of the patient
- EMTALA
 - Allowing the screening of patients at locations offsite to prevent spread of COVID-19
- Physical Environments
 - Non patient care area conversion to patient care or quarantine
- Temporary Expansion Locations
 - Allowed hospitals to establish and operate as part of the hospital any location meeting those conditions of participation for hospitals that continue to apply during the Public Health Emergency

Planning For the End of the Waivers

- “in no case will any off these waivers extend past the last day of the PHE (or any extension thereof)”
- Unclear how much notice or latitude providers will be given to wind down operations conducted with reliance on waivers
- Unclear if/when legislative action will be taken to keep some of the waivers as permanent changes to regulations
- Providers should expect and advocate for notice
- Providers should have an outline of the practical action it will take to unwind waivers and return to normal

Updated Department of Justice Evaluation of Compliance Programs

Evaluation of Corporate Compliance Programs

- On June 1, 2020 the Department of Justice (DOJ) released an updated version of its guidance document on evaluating the effectiveness of compliance programs
- The document is used by federal officials when determining such things as resolution, prosecution, or monetary penalties
- A major change was made to the guidance
- The DOJ changed one of the 3 fundamental questions on which the entire guidance is based:
 - The second fundamental question was changed from being focused on whether the program was “effectively implemented” to one addressing whether the program is “adequately resourced and empowered to function effectively”

The New June 2020 Three Fundamental Questions

1. “Is the corporation’s compliance program well designed?”
2. *“Is the program being applied earnestly and in good faith?” In other words, is the program adequately resourced and empowered to function effectively?*
3. “Does the corporation’s compliance program work” in practice?

Other Changes

- When evaluating compliance programs in light of potential fines or actions, the DOJ added considerations for the following:
 - Addition of middle management to the existing tone at the top
 - Whether past issues that occurred within the entity are considered in making improvements to the program
 - Whether policies and procedures are made available in a searchable format
 - Whether training includes (a) shorter targeted training for specific audiences, and (b) processes for employees to ask questions and evaluations of whether training impacted employee behavior or operations
 - Whether the anonymous reporting system is publicized to third parties

Questions?

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

Issue: Status Report on COVID-19 Progress and Recovery.	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receives a status report on COVID-19 progress and recovery from Administration and Infectious Disease. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

Cleared for Agenda
June 24, 2020

Agenda Item #

13

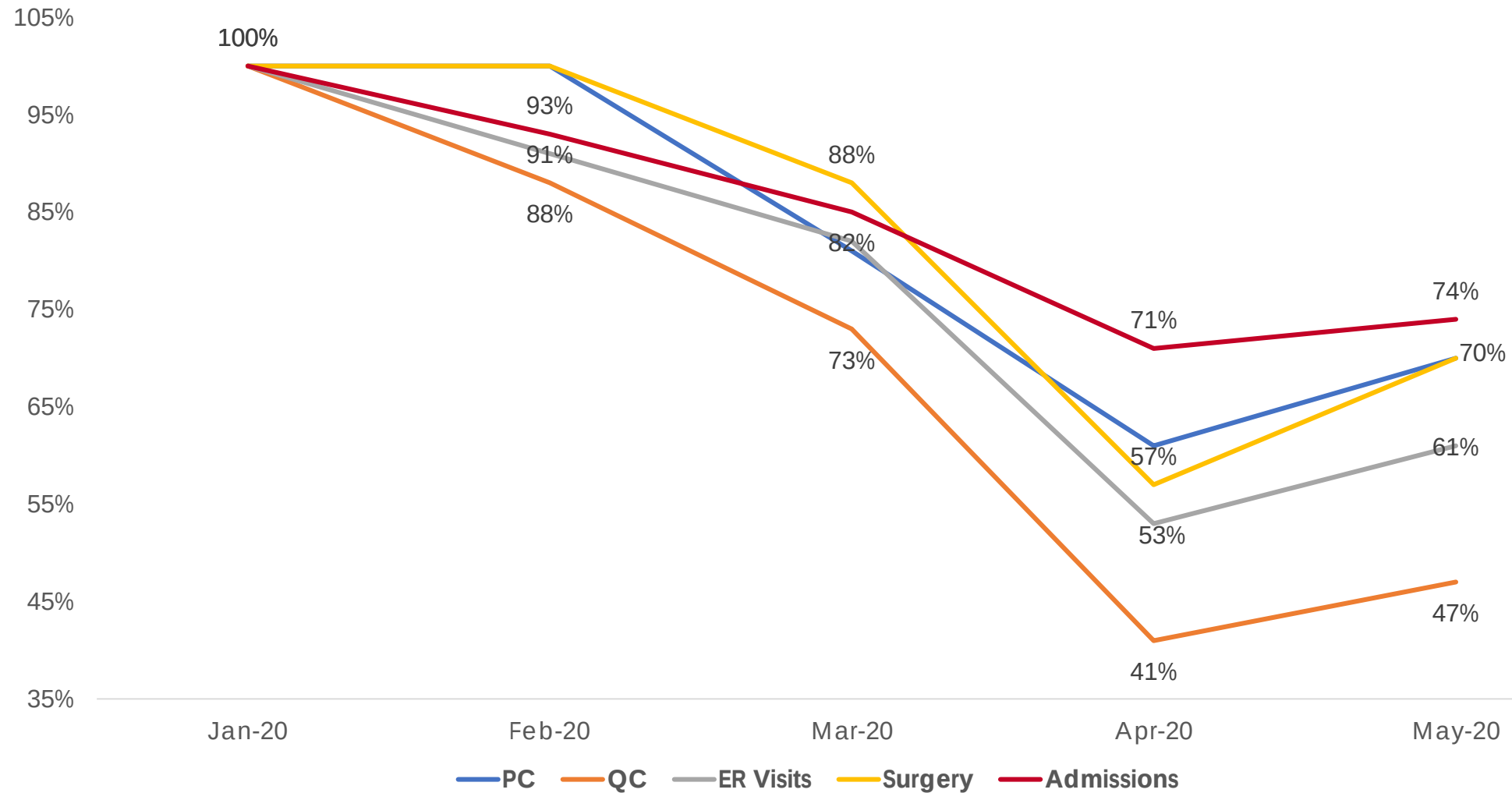


COVID-19 Update

June 24, 2020

The antidote to fear is knowledge and preparedness.

Trended Key Stats



	Mar- 20	Apr- 20	May- 20	Avg ¹	May to Avg Var
COVID Inpatient Admissions	71	107	55	89	(34)
COVID Discharges	20	103	76	62	14
COVID Deaths	2	10	7	6	1
In House COVID Patients at Month End	49	43	15	46	(31)
COVID Tests	566	2,690	41,333	1,893	39,440
COVID Postive	99	397	1,143	294	849
Positive Test %	17.5%	14.8%	2.8%	15.5%	(12.8%)
Occupied ICU Beds %	81.0%	83.0%	73.0%	82.0%	(9.0%)
Ventilators in Use %	8.6%	14.8%	4.4%	11.7%	(7.3%)
Total ED Visits	2,794	4,084	4,582	4,749	(167)
ED Visits - COVID Protocol	714	835	375	1,109	(734)
ED % COVID Protocol %	25.6%	20.4%	8.2%	23.4%	(15.2%)
Total QC Visits	6,285	8,280	9,457	10,229	(772)
QC Visits - COVID Protocol	1,134	2,327	1,868	2,262	(394)
QC % COVID Protocol %	18.0%	28.1%	19.8%	22.1%	(2.4%)

¹Average normalized for various March reporting start dates

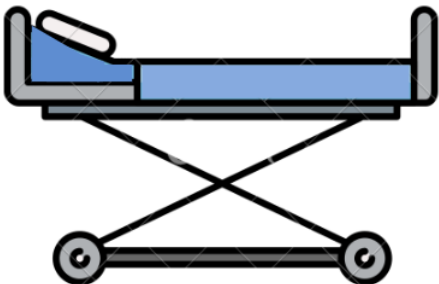
Estimated Lost Revenue	March	April	May	YTD
Lost Net Patient Revenue	\$5,678,115	\$17,315,194	\$15,192,233	\$38,185,542
Operating Expenses	March	April	May	YTD
Salaries	\$1,041,287	\$3,067,279	\$2,225,426	\$6,333,992
Supplies	\$342,845	\$3,211,782	\$2,116,197	\$5,670,823
OtherExp	\$24,891	\$27,429	\$674,861	\$727,181
Total	\$1,409,023	\$6,306,489	\$5,016,484	\$12,731,997
Capital Expenditures	March	April	May	YTD
Received	\$464,271	\$1,142,180	\$96,000	\$1,702,451
Not Received	\$2,055,703	\$138,412	\$0	\$2,194,114
Total	\$2,519,974	\$1,280,592	\$96,000	\$3,896,565
Pending Purchases as of 05/31/2020				\$31,065,210
Total Impact of COVID-19	\$9,607,112	\$24,902,274	\$20,304,716	\$85,879,313

HHS Provider Relief Funds	Total Allocation	UMC Total	Month Received	UMC Share %
General Allocation	\$50 Billion	\$13,644,598	Apr-20	0.027290%
High Impact Areas	\$12 Billion	\$18,760,725	May-20	0.156340%
Rural Providers	\$10 Billion	Not Eligible		
Indian Health Services	\$400 Million	Not Eligible		
Uninsured Fund	No Dollar Figure Assigned	\$47,610	Through May-20	N/A
Allocated Total	\$72.4 Billion	\$32,452,933	Through May-20	N/A
Unallocated Total	\$102.6 Billion			

Additional Funding	UMC Total	Month Received
ASPR Grant (via Nevada Hospital Association)	\$31,365	May-20
Ryan White Part C COVID-19 Award	\$110,329	Apr-20
20% DRG Weight Increase - Medicare Inpatients	\$115,499	Through May-20
2% Medicare Sequestration Suspension	\$99,574	Through May-20
Total Additional Funding	\$356,767	Through May-20

- Incident Command
- Operational Briefings
- ER, Pediatric, & OB Workflow
- Negative Pressure Units & CDU Atrium
- Internal Surge Capacity Plan
- Designated COVID Units
- Agile Response





COVID Patient Stats

Treated 428
Vent Patient Days 942
Prone Patient Days 210
ALOS 11
Death Rate 5.84%



COVID Treatment

Pharmaceuticals
Awake Patient Prone
Plasma Therapy



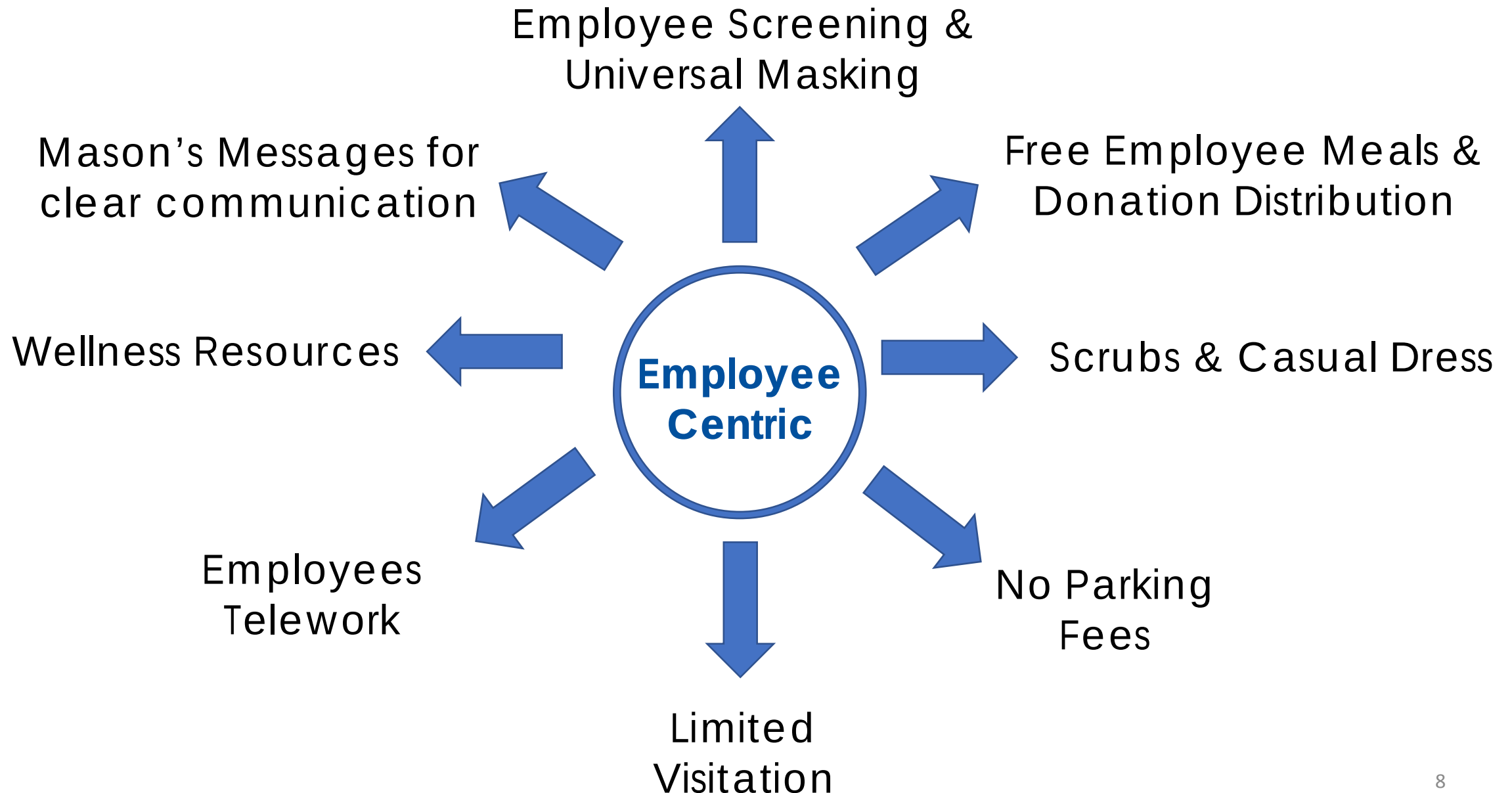
Clinical Excellence

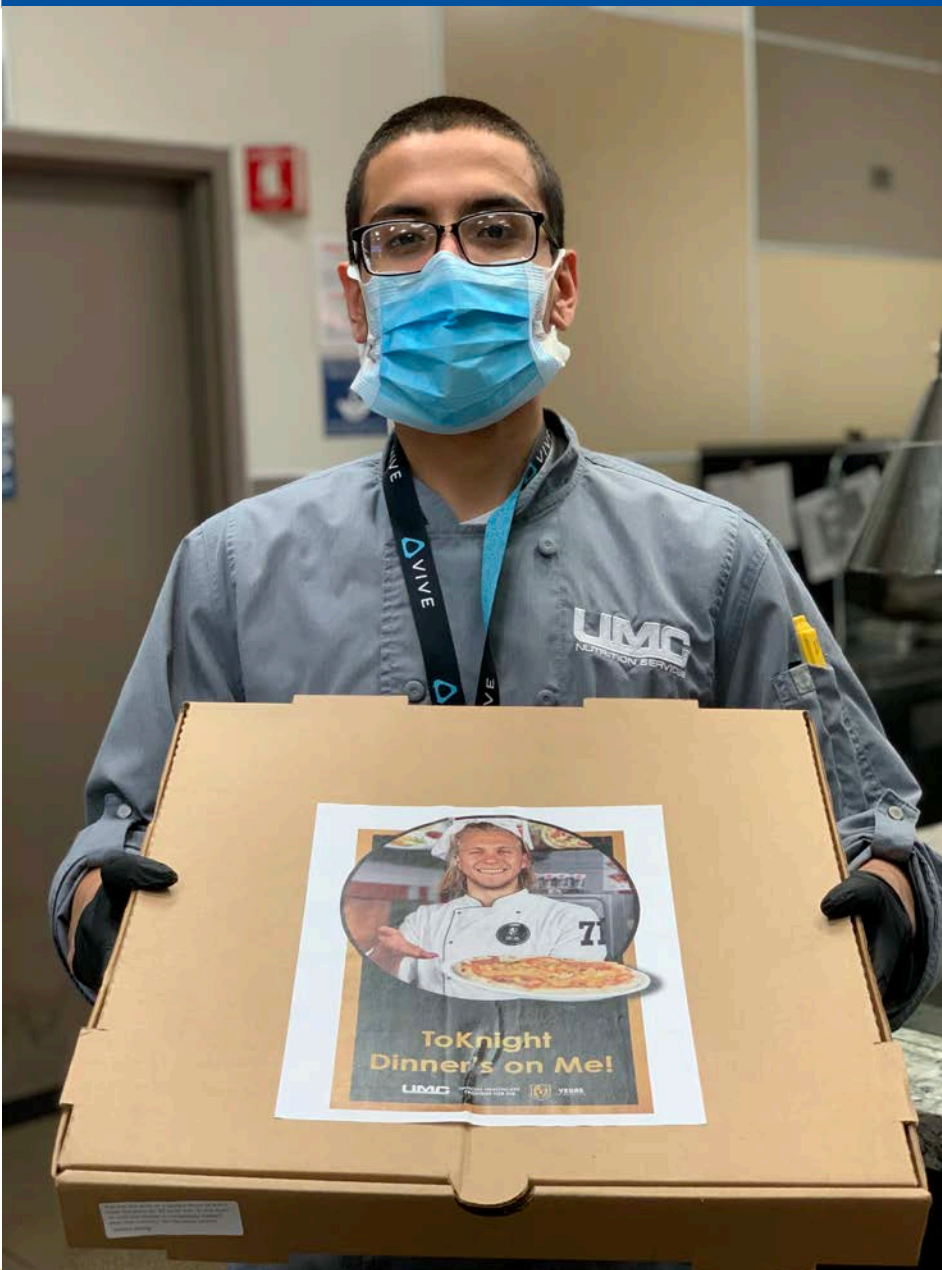
Cross-training
for just in time



Telehealth

Telehealth tool available
for casinos and
development of
a new service line for
ambulatory services





- With world-wide shortages of PPE, UMC's team has dedicated countless hours to assure adequate supply
- PPE Allocation is based on CDC Guidelines
 - PPE Nurse Experts
 - Restricted and Extended Use
 - Daily Management by Department
 - PAR Levels
 - Fit-Testing
 - Developed Burn Rate Management Tool

PPE Supply Item	Pre COVID Pricing	COVID Pricing	Price Increase Per Unit	% Increase
Temporal Thermometer	\$312.84	\$350.00	\$37.16	11.88%
Disposable Isolation Gowns	\$0.49	\$18.65	\$18.16	3,713.13%
Disposable Face Shield	\$1.05	\$6.00	\$4.95	471.43%
N95 Mask	\$0.51	\$3.98	\$3.47	680.39%
Safety Goggles	\$0.89	\$3.37	\$2.48	278.56%
Disposable Bouffant Cap	\$0.03	\$1.63	\$1.60	5,742.29%
Sterile Surgical Gown	\$2.05	\$3.11	\$1.06	51.71%
Face Mask	\$0.06	\$1.00	\$0.94	1,566.67%
Long Cuff Gloves	\$0.04	\$0.65	\$0.61	1,525.00%
Surgical Mask	\$0.07	\$0.22	\$0.15	201.23%

Increase of 51% in Supply Expenses Pre-COVID vs Now

UMC is Proud to be a Leader in COVID-19 Response for our Community

- Hosts of Healthcare Forum
- MSAC
- Alternative Care Sites
- Cashman ISO-Q
- Community Testing
- Physician Leadership Providing Expertise
- Governor's Task-Force
- Gaming & Casino Re-Opening Guidance



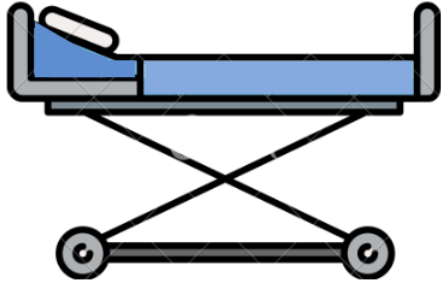
- Leader in state for testing
 - To date, UMC has preformed **74,178** COVID Tests
- UMC offers testing for our employees, all patients, and all surgery cases
 - Only hospital to test more than “high-risk” cases
- Corporate, community, and sports testing
- Starting Antibody testing





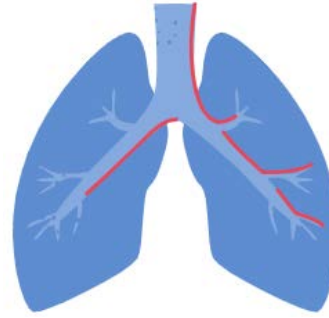
Acute Care Beds

4,510



ICU Beds

603



Ventilators

701



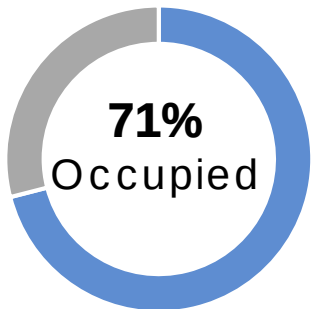
Staffing Levels

Stable



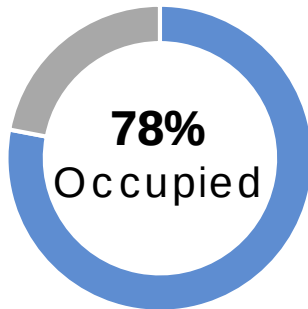
PPE

Moderate



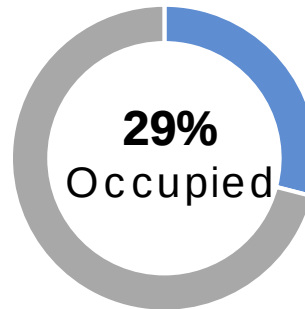
COVID-19

5.8% Confirmed
3.9% Suspected



COVID-19

18.8%



COVID-19

20.0%



GREEN



YELLOW

NEVADA UNITED: Roadmap to Recovery

Federally Supported | State Managed | Locally Executed



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

Issue:	Report from Governing Board Clinical Quality and Professional Affairs Committee	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report from the Governing Board Clinical Quality and Professional Affairs Committee and take any action deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the June 8, 2020 Governing Board Clinical Quality and Professional Affairs Committee meeting.

Cleared for Agenda
June 24, 2020

Agenda Item #

14

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

Issue:	Report from Governing Board Human Resources and Executive Committee	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report from the Governing Board Human Resources and Executive Committee and take any action deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the June 15, 2020 Governing Board Human Resources and Executive Committee meeting.

Cleared for Agenda
June 24, 2020

Agenda Item #

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

Issue: Report from Governing Board Audit and Finance Committee	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report from the Governing Board Audit and Finance Committee and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the May 20, 2020 Governing Board Audit and Finance Committee meetings.

Cleared for Agenda
June 24, 2020

Agenda Item #

16

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

Issue: Monthly Financial Report for May FY20 Update	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update on the monthly financial report for May FY20, and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
June 24, 2020

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May 2020 Financials

KEY INDICATORS- MAY

Current Month	Actual	Budget	Variance	%	Prior Year	%
APDs	12,949	16,246	(3,297)	(20.30%)	15,982	(18.98%)
Total Admissions	1,379	2,052	(673)	(32.80%)	2,135	(35.41%)
Observation Cases	918	1,375	(457)	(33.24%)	1,375	(33.24%)
AADC	418	524	(106)	(20.30%)	516	(19.05%)
ALOS (Admits)	6.10	5.42	0.68	12.60%	5.21	17.11%
ALOS (Obs)	1.22	1.26	(0.03)	(2.67%)	1.26	(2.67%)
Hospital CMI	1.83	2.13	(0.31)	(14.47%)	2.13	(14.47%)
Medicare CMI	1.92	2.65	(0.73)	(27.45%)	2.65	(27.45%)
IP Surgery Cases	531	863	(332)	(38.47%)	863	(38.47%)
OP Surgery Cases	315	545	(230)	(42.20%)	545	(42.20%)
Total ER Visits	6,369	9,312	(2,943)	(31.61%)	9,871	(35.48%)
ED to Admission	8.43%	-	-	-	8.45%	(0.21%)
ED to Observation	14.49%	-	-	-	14.26%	1.60%
ED to Adm/Obs	22.92%	-	-	-	22.71%	0.93%
Quick Cares	9,457	17,352	(7,895)	(45.50%)	15,548	(39.18%)
Primary Care	3,889	7,028	(3,139)	(44.66%)	6,225	(37.53%)
Deliveries	118	-	-	-	139	(15.11%)

SUMMARY INCOME STATEMENT - MAY



REVENUE	Actual	Budget	Variance	% Variance
Total Net Revenue	\$57,376,143	\$56,489,602	\$886,541	1.57%
Net Patient Revenue as a % of Gross	17.21%	19.50%	(2.29%)	-
EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	\$62,015,434	\$57,409,131	(\$4,606,303)	(8.02%)
INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	(\$4,639,291)	(\$919,530)	(\$3,719,762)	(404.53%)
Add back: Depr & Amort.	\$1,883,841	\$2,004,896	\$121,055	6.04%
Tot Inc from Ops plus Depr & Amort.	(\$2,755,450)	\$1,085,366	(\$3,840,816)	(353.87%)

SUMMARY INCOME STATEMENT – YTD MAY

REVENUE	Actual	Budget	Variance	% Variance
Total Net Revenue	\$605,126,806	\$625,311,551	(\$20,184,745)	(3.23%) 
Net Patient Revenue as a % of Gross	17.99%	19.10%	(1.11%)	-
EXPENSE	Actual	Budget	Variance	% Variance
Total Operating Expense	\$636,426,180	\$636,456,828	\$30,648	0.00% 
INCOME FROM OPS	Actual	Budget	Variance	% Variance
Total Inc from Ops	(\$31,299,374)	(\$11,145,277)	(\$20,154,097)	(180.83%) 
Add back: Depr & Amort.	\$20,708,572	\$20,803,698	\$95,126	0.46% 
Tot Inc from Ops plus Depr & Amort.	(\$10,590,802)	\$9,658,421	(\$20,249,223)	(209.65%) 

SALARY & BENEFIT EXPENSE – MAY

	Actual	Budget	Variance	% Variance	
Salaries	\$22,875,468	\$23,180,741	\$305,272	1.32%	↑
Benefits	\$11,127,577	\$10,829,330	(\$298,247)	(2.75%)	↓
Overtime	\$452,639	\$1,007,881	\$555,242	55.09%	↑
Contract Labor	\$247,388	\$104,294	(\$143,095)	(137.20%)	↓
TOTAL	\$34,703,073	\$35,122,245	\$419,173	1.19%	↑

EXPENSES - MAY



	Actual	Budget	Variance	% Variance	
Professional Fees	\$3,207,077	\$3,743,544	\$536,466	14.33%	📈
Supplies	\$13,690,223	\$8,517,074	(\$5,173,149)	(60.74%)	📉
Purchased Services	\$6,012,736	\$5,478,103	(\$534,633)	(9.76%)	📉
Depreciation & Amortization	\$1,883,841	\$2,004,896	\$121,055	6.04%	📈
Repairs & Maintenance	\$348,646	\$414,261	\$65,615	15.84%	📈
Utilities	\$258,262	\$387,343	\$129,081	33.32%	📈
Other Expenses	\$1,201,369	\$1,015,708	(\$185,661)	(18.28%)	📉
Rental/Leases	\$710,208	\$725,958	\$15,750	2.17%	📈
Total Other Expenses	\$27,312,362	\$22,286,886	(\$5,025,476)	(22.55%)	📉

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

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

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Dr. Marc Kahn, Dean of the University of Nevada Las Vegas School of Medicine.

Cleared for Agenda
June 24, 2020

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

Issue: CEO Update	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Mason VanHouweling, Chief Executive Officer, University Medical Center of Southern Nevada.

Cleared for Agenda
June 24, 2020

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CEO Update

- Current Covid Patient Status
 - Currently 25 positives in house, down from peak of 107 in April, although doubled in the last three weeks
- Community Testing: 72,000 total with 4.5% positive rate for UMC tests
 - Convention Center, Thomas and Mack, Texas Station, Wynn
 - Special Event Medicine: VGK, NFR, Top Rank
- Covid IGG Antibody Testing ready
- PPE – 30 day supply by fall
- Elective Cases – up to 419 to date in June
- Sound Transition in ED
- Cath Lab – in schedule to open Phase One in September

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

Issue: Emerging Issues	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board identifies emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
June 24, 2020

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

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

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
June 24, 2020

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