UMC Joint Board of Hospital Trustees and Governing Board Meeting

Wednesday, May 25, 2022 2:00 p.m.

Delta Point Building - Emerald Suite - 1st Floor

901 Rancho Lane, Las Vegas

AGENDA

University Medical Center of Southern Nevada
Joint Meeting of the
UNIVERSITY MEDICAL CENTER BOARD OF HOSPITAL TRUSTEES and
GOVERNING BOARD
May 25, 2022, 2:00 p.m.
901 Rancho Lane, Las Vegas, Nevada
Delta Point Building, Emerald Conference Room (1st Floor)

Notice is hereby given that a Joint Meeting of the University Medical Center Board of Hospital Trustees and UMC Governing Board has been called and will be held on Wednesday, May 25, 2022, commencing at 2:00 p.m. at the location listed above to consider the following:

This meeting has been properly noticed and posted online at University Medical Center of Southern Nevada's website at http://www.umcsn.com, Clark County's website at https://clarkcountynv.gov/agendas, at Nevada Public Notice at https://notice.nv.gov/, at the University Medical Center 1800 W. Charleston Blvd. Las Vegas, NV (Principal Office), and at the CC Government Center 500 S. Grand Central Pkwy, Las Vegas, NV (Principal Office)

- The main agenda is available on University Medical Center of Southern Nevada's website http://www.umcsn.com, For copies of agenda items and supporting back-up materials, please contact Stephanie Ceccarelli, Governing Board Secretary, at (702) 765-7949. The Board may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The 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 Board to be routine and may be acted upon in one motion. Most agenda items are phrased for a positive action. However, the 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 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 Board members at the meeting will be heard in order.

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

1. Public Comment.

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

2. Approval of Minutes of the meeting of the UMC Governing Board held on April 27, 2022. *(Available at University Medical Center, Administrative Office) (For possible action)*

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

SECTION 2: CONSENT ITEMS

4. Approve the May 2022 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on May 24, 2022; and take action as deemed appropriate. *(For possible action)*

5. Approve the Agreement with STERIS, Inc. for Surgical Lights and Equipment Booms for the Integrated OR Room project; authorize the CEO to sign any future change orders within his delegated authority; or take action as deemed appropriate. *(For possible action)*

6. Approve the Fourth Amendment to the Master Agreement, Amendment to Customer Order 1000101759, and related Order Forms with CareFusion Solutions, LLC; or take action as deemed appropriate. *(For possible action)*

7. Approve the Client Services Agreement for Core Measures and Other Registries Abstraction Services with DASpecialists, LLC; authorize the Chief Executive Officer to execute amendments or renewal options within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

8. Approve the award for RFP No. 2022-01 Early Out Self-Pay Pre-Collection Services to CMRE Financial Services, Inc. d/b/a Healthcare Revenue Management Group (HRMG); approve the RFP No. 2022-01 Service Agreement; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

9. Award RFP No. 2022-09 Ophthalmology On-Call Services to various physicians, and authorize the Chief Executive Officer to sign the Professional Services Agreements for Individual Ophthalmology On-Call Coverage and exercise any extension options; or take action as deemed appropriate. *(For possible action)*

10. Approve the Amendment 3 to Agreement with Terminix International Company Limited Partnership d/b/a Terminix Commercial for pest control services; or take action as deemed appropriate. *(For possible action)*

11. Approve and ratify the Service Agreement with JMB Construction Inc. for 7th Story Tower Re-Feed Construction Services; or take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

12. Welcome, introductions and update from the Board of Hospital Trustees Chair, Governing Board Chair and Hospital CEO; and take any action deemed appropriate. *(For possible action)*

13. Receive an educational presentation from Richard Whitley, Director, and Kyra Morgan, Chief Biostatistician, for the Nevada Department of Health and Human Services – State of Nevada, regarding an overview of Nevada Medicaid Insurance**;** and take any action deemed appropriate. *(For possible action)*

14. Receive an informational presentation from Jayme Ching, Nurse Practitioner, regarding Human Trafficking and Interventions at UMC; and take any action deemed appropriate. *(For possible action)*

15. Review and discuss the Governing Board 2022 Action Plan, to include a presentation regarding the ReVITALize Façade Project at UMC; and take any action deemed appropriate. *(For possible action)*

16. Approve the award for RFP No. 2022-02 ReVITALize UMC Façade Project to Martin-Harris Construction, LLC for preconstruction services as the Construction Manager at Risk; approve the Standard Form of Agreement Between Owner and Construction Manager as Constructor and the General Conditions of the Contract for Construction; or take action as deemed appropriate. *(For possible action)*

17. Receive a report from the Governing Board Human Resource and Executive Compensation Committee and discuss ongoing initiatives; and take any action deemed appropriate. *(For possible action)*

18. Receive a report from the Governing Board Strategic Planning Committee and discuss ongoing initiatives; and take any action deemed appropriate. *(For possible action)*

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

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

21. Receive the monthly financial report from the Chief Financial Officer for April and year-to-date FY22; and take any action deemed appropriate. *(For possible action)*

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

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

SECTION 4: EMERGING ISSUES

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

COMMENTS BY THE GENERAL PUBLIC

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

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

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

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

University Medical Center of Southern Nevada
Governing Board Meeting
April 27, 2022

UMC Emerald Conference Room
Delta Point Building (1st Floor)
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, April 27, 2022
2:00 PM.

The University Medical Center Governing Board met in regular session, at the location and date above, at the hour of 2:00 PM. The meeting was called to order at the hour of 2:04 PM by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

Present:
John O'Reilly, Chair
Donald Mackay, M.D., Vice-Chair
Robyn Caspersen
Harry Hagerty (via WebEx)
Laura Lopez-Hobbs
Christian Haase (via WebEx)
Renee Franklin (via WebEx)
Jeff Ellis (via WebEx)
Mary Lynn Palenik (via WebEx)

Ex-Officio Members:

Present:
Barbara Fraser, Ex-Officio
Dr. Meena Vohra, Chief of Staff

Absent:
Dr. Marc Kahn Dean UNLV

Others Present:
Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Patricia Scott, Quality, Patient Safety, & Regulatory Officer
Shana Tello, Academic and External Affairs Administrator
Danita Cohen, Chief Experience Officer
Susan Pitz, General Counsel
Stephanie Ceccarelli, Board Secretary

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ITEM NO. 1 PUBLIC COMMENT

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

Speakers: None

ITEM NO. 2 Approval of Minutes of the special meeting and the regular meeting of the UMC Governing Board held on March 30, 2022. *(Available at University Medical Center, Administrative Office) (For possible action)*

FINAL ACTION:

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

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

FINAL ACTION:

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

SECTION 2: CONSENT ITEMS

ITEM NO. 4 Approve the April 2022 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on April 26, 2022; and take action as deemed appropriate. *(For possible action)*

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

ITEM NO. 5 Approve the Clinical Quality and Professional Affairs Committee's recommendation for approval of the UMC Policy and Procedures Committee's activities from its meetings held on February 2 and March 2, 2022; and take action as deemed appropriate*. (For possible action)*

DOCUMENT(S) SUBMITTED**:**
- February and March Policies and Procedures List

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ITEM NO. 6 Approve and authorize the Chief Executive Officer to sign Amendment Number Eight with Silversummit Healthplan, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED**:**
- Amendment 8 to Participating Provider Agreement
- Disclosure of Ownership

ITEM NO. 7 Approve and authorize the Chief Executive Officer to sign the Professional Services Agreement, and exercise any extension options with Pokroy Medical Group of Nevada, Ltd. d/b/a Pediatrix Medical Group of Nevada for Pediatric Neurology On-Call Coverage; or take action as deemed appropriate. *(For possible action)*

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

ITEM NO. 8 Approve and authorize the Chief Executive Officer to sign the Amendment Two to Agreement for Locum Tenens Coverage with Staff Care, Inc.; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Amendment 2 to Agreement for Locum Tenens Coverage

ITEM NO. 9 Approve and authorize the Chief Executive Officer to sign the Pharmaceutical Supply Agreement with SCA Pharmaceuticals, LLC; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED**:**
- Pharmaceutical Supply Agreement
- Sourcing Letter
- Disclosure of Ownership

ITEM NO. 10 Approve and authorize the Chief Executive Officer to sign the Amendment Four to Agreement for Consulting Services with United Audit Systems, Inc. d/b/a UASI for coding and auditing services; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED**:**
- Amendment 4 and Disclosure of Ownership

ITEM NO. 11 Approve and authorize the Chief Executive Officer to sign the Amendment 14 with 3M Health Information Systems, Inc. for the MModal voice recognition system; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED**:**
- Amendment 14 to Software License and Services Agreement

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ITEM NO. 12 Approve and authorize the Chief Executive Officer to sign the First Amendment to RFP No. 2017-09 Service Agreement for Linen Management and Distribution Services with Emerald Textile Services, Utah, LLC; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED**:**
- First Amendment to RFP
- Disclosure of Ownership

ITEM NO. 13 Approve and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Second Amendment to Agreement for Food Services and Clinical Nutrition Management Services (Lot 2) with Compass Group USA, Inc.; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Second Amendment to Agreement for Food Services
- Disclosure of Ownership

ITEM NO. 14 Approve and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Second Amendment to the Lease Agreement with Schnitzer Valley View, LLC for rentable warehouse space; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- Second Amendment to Lease
- Disclosure of Ownership

ITEM NO. 15 Recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the settlement in the matter of District Court Case No. A-20-814660-C, entitled *Wiley Hayes v. University Medical Center of Southern Nevada, et al*; and authorize the Chief Executive Officer to execute any necessary settlement documents. (For possible action)

DOCUMENT(S) SUBMITTED**:**
- None

FINAL ACTION:

A motion was made by Member Hobbs that Consent Items 4-15 be approved as presented. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

At this time, Chair O'Reilly asked that the Board hear Items 20, 21 and 22 due to scheduling constraints.

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ITEM NO. 20 Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
None

DISCUSSION:

Member Caspersen provided a report on the meeting held on Wednesday, April 20, 2022 at 2:00pm. There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

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

The March FY22 month end and year to date financial results were reviewed and discussed. Key financial indicators, payor mix, trends and capital spending were reviewed. March results were positive as compared to budget.

There was a lengthy review and discussion regarding the proposed budget for fiscal year 2023. The Committee reviewed the revised proposed FY2023 Budget presented by management. After considerable discussion and no changes made to what was presented, the Committee made a recommendation that the proposed budget be submitted to the Governing Board for approval at today's meeting.

There were no emerging issues, no public comment and the meeting adjourned at 3:10 PM.

FINAL ACTION:
None

ITEM NO. 21 Receive the monthly financial report for March FY22; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
March FY 2022 Financial Report

DISCUSSION:

Ms. Wakem provided a summary of the monthly financial report for March FY22.

March was a strong month. Key indicators for March were reviewed. Admissions were on budget. The AADC showed an average of 667 for the month. Length of stay continues to be high, at 7.33 days. This has gone down since February. Initiatives regarding decreasing length of stay are in place.

Acuity was high and hospital CMI was 1.97. Inpatient surgeries were 913 and outpatient surgery volumes were at 621. There were 15 transplants and ER

volumes were strong at 9,764. Quick cares were 3% above budget and primary cares were 13% above budget.

The income statement for March showed total net revenue was above budget $8.4 million and operating expenses were over budget $6.3 million. Income from ops before depreciation and amortization showed positive earnings of $1.6 million on a budgeted loss of $1 million.

Salaries, wages and benefits showed significant improvement for the month. Nursing incentive payments stopped in February. Overtime was right on budget. Contract labor continues higher than budget. Several initiatives, including nurse recruiting events and a nurse resource pool has been established.

All other expenses show a major increase in supplies, above prior year approximately $2.6 million, due to increased surgical volumes. Purchased services was up $1.3 million due to advertising expenses.

FINAL ACTION:
None

ITEM NO. 22 Receive FY 2023 Proposed Final Operating Budget to be submitted to Clark County and discuss any changes; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
- FY23 Proposed Final Budget

Ms. Wakem shared the Proposed Final FY23 Budget.

She explained how the budget was created, starting with run rate of payor mix and volumes.

Key assumptions for the FY23 budget included:
- Leveraging volumes back to 2019 levels in surgeries and ER visits.
- Admissions up 8.6% from FY 2022 projection.
- Length of stay reduction of 20% from FY2022 projection
- Federal supplemental payments have been built in separately.
- There was some normalization for COVID-19, based on the impact it had in FY22.
- Expenses showed a reduction in overtime and contract labor
- Supplies: HPG inflationary factors were built into budget offset by volume adjustments
- Built in CPI from existing contracts

A summary of FY23 key statistics showed an increase in admissions by 8.6%; hospital CMI remained consistent with current projections and AADC was 586. Average length of stay at 5.77 days. Surgical volumes and ER visits are consistent to FY19 stats. Ambulatory is a key initiative, therefore quick cares and

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primary cares were normalized for COVID activity and strategic service line initiatives were built in.

The budgeted income statement summary for FY23 showed a decrease in revenue by $11.3 million and other revenue down $3 million. Overall revenue is down $14.3 million. Operating expenses are budgeted lower than FY22 by $14.2 million. Income from ops is $5 million.

The Board asked if staff is comfortable with allowances made for inflationary and supply chain issues that may be experienced in the future. Ms. Wakem responded that it is very conservative with supply inflationary factors. Inflation with salary expenses was built in.

Member Hagerty stated that we need to re-engineer the waywe consume supplies and labor or they will consume us. Ms. Wakem explained the difference in the operating revenue of FY19 as compared to the proposed budget for FY23.

Chair O'Reilly thanked the team and the Audit and Finance Committee for the hard work involved in building the budget.

At this time, Chairman O'Reilly acknowledged Dr. Fildes and thanked him for his dedication and commitment to the hospital and the community and wished him a happy retirement.

Dr. Fildes thanked everyone and expressed his gratitude for his contribution in service to the hospital and the community.

FINAL ACTION:

A motion was made by Member Mackay to approve and recommend the Final Operating Budget for FY23 be submitted to Clark County as presented. Motion carried by unanimous vote.

At this time, the Board returned to discuss Item 16 on the agenda.

ITEM NO. 16 Receive an informational presentation from Patricia Scott, UMC Quality Patient Safety & Regulatory Officer, regarding workplace violence; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
Workplace Violence Powerpoint

DISCUSSION:

Patty Scott provided a high level overview of workplace violence and what UMC has done to raise awareness on this issue.

Violence across the country and globally has increased significantly. This is an opportunity to raise awareness in the healthcare sector. The majority of violence occurs in the clinical areas.

Ms. Scott stated that although there are 3 definitions of workplace violence, The Joint Commission definition of workplace violence incorporates a more definitive standard definition.

A list of the Workplace Violence Program Components of what is required from a Joint Commission and regulatory perspective was shared. A definitive taskforce has been established to implement the program. UMC has a zero tolerance policy on workplace violence.

Next, Ms. Scott showed slides that provided a month by month breakdown of workplace violence at UMC by total incidents, by type, by individual, and by injury. Verbal violence is escalating. Tools and education resources have been provided to staff to assist them in reporting incidents, recognizing triggers by providing trauma informed care, as well as de-escalating situations that may arise.

There were a total of 132 incidents in 2021 and year to date, there have been 31 incidents reported.

A brief discussion ensued regarding a “lack of respect” culture that has developed in society in general.

FINAL ACTION:
None

ITEM NO. 17 Review and discuss the Governing Board 2022 Action Plan, to include a presentation on progress in the Medical District; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
None

DISCUSSION:

Shana Tello, Academic and External Affairs Administrator, provided a brief history and update on the Las Vegas Medical District Masterplan.

Vision and Guiding Principles that were developed included:
- Attract new outpatient facilities
- Expand and develop existing facilities
- Branding and reputation
- Economic impact, and
- Operations and policy

Infrastructure upgrades, plans and other development activities were highlighted. Meetings are held regularly with the Medical District to keep up to date with information that is occurring, as well as to provide recommendations. The City

has issued an RFP to engage with a consultant on implementation strategies specifically involving the healthcare services within the district.

Slides were shown of plans, renderings and developments along Shadow Lane and Wellness Way.

Items of consideration that we would want to have in an evolving Medical District and hospital of the future include: Biotechnology, Nanomedicine, Biomedical Engineering, Smart City Innovations, new methods of drug development, etc. UMC is also looking to expand specialty services.

Next steps of the City Plan in the Medical District include the following:
- City of Las Vegas: Engaging professional consulting firm for advisory services / LVMD prepare Implementation Strategy.
    - City Council approval – May /June 2022
- Consulting scope of work the consultant is involved in is:
    - Review of expansion of healthcare existing / new / areas of service
    - Stakeholder interviews to include UMC and others in the Medical District/Medical gaps assessment

The discussion continued regarding the decision making process for the Medical District plans and UMC's involvement in the planning process.

FINAL ACTION:
None

ITEM NO. 18 Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. ***(For possible action)***

DOCUMENT(S) SUBMITTED**:**
- None

DISCUSSION:

Dr. Mackay provided a summary of the April 4, 2022 meeting.

The meeting was called to order at 3:02 pm. There was a quorum of members in attendance. There was no public comment. The minutes of the February 7, 2022 meeting were approved and the agenda was approved.

An update was received from Jovi Remitio, Director of Medical Staff and Patient Experience on HCAHPS scores and ICARE4U programs and initiatives.

Patty Scott provided the Quality, Safety and Regulatory update. Discussions included quality, safety and infection prevention program measures. An update was provided on CEO performance goals.

The Committee was introduced to a new accreditation company, which is being considered by Administration, along with the advantages and disadvantages that it offers.

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Ms. Scott gave a presentation on Workplace Violence, which was also heard at today's Governing Board meeting.

The Committee unanimously approved the activities of the UMC Policy and Procedures Committee meeting from the February 2 and March 2, 2022 meetings.

Lastly, there was no public commentary and the meeting adjourned at 4:27 pm.

FINAL ACTION:
None

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

DOCUMENT(S) SUBMITTED**:**
- None

DISCUSSION:

Member Hagerty provided a summary from the April 7, 2022 meeting.

The meeting was called to order at 9:00 am. There was a quorum of members in attendance. There was no public comment. The minutes and the agenda were both approved.

A service line update was provided. The Committee received a statistical comparison of the 2nd half of CY 2021 vs. CY 2020 when COVID made a significant impact on operations and services. Individual service lines were reviewed. There was a significant increase in Children's Services.

Telehealth initiatives were discussed and early results have been positive. There have been more than 160 telehealth visits, with an average visit time of 10 minutes.

Maria Sexton provided a presentation of the technology roadmap at UMC from Q1 2022 to Q4 of 2023, with initiatives ranging from infrastructure and work station upgrades to additional Epic modules. Commitments have been made to increase Microsoft technology and improve the remote conferencing technology.

Lastly, there was a brief presentation on the Medical District and the façade ReVITALize renovation project.

There were no emerging issues, no public comment. The meeting went into closed session and the meeting adjourned at 11:05 am.

FINAL ACTION:
None

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ITEM NO. 23 Receive an update from the Dean of the Kirk Kerkorian, School of Medicine at UNLV, Las Vegas School of Medicine; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED**:**
None

DISCUSSION:

Dean Kahn was not present. This item was tabled for discussion.

Chairman O'Reilly asked that Mr. Van Howeling inquire about the status of the Academic Health and Science Center study and follow-up on the GME residency program.

FINAL ACTION:
None

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

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

DISCUSSION:

Mr. Van Houweling began his report by recognizing Board Secretary, Stephanie Ceccarelli and all of the Administrative Professionals for Administrative Professionals Day. Thank you to all 54 Administrative Professionals for your hard work and support!

This is Lab Week. Thank you to the Lab for all you do in taking our lab to the next level. He shared a list of some of the advancements in the department.

Next, he provided the following updates:

- The façade process is going smoothly. The May Board meeting will be a Joint meeting with the BCC.
- AIDOC – Radiology Artificial Intelligence System – this technology will improve quality of care and give faster results.
- Ortho Traumatology Fellowship – UMC is the only hospital in the state.
- TCU and 1 South Nurse call system are completed
- Aliante PC and QC Tenant Improvements underway. These will be complete by the end of the year. Pediatric care will be available in this location.
- Enterprise location is going through a full remodel

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- Senate Bill 248 Update – UMC is fully compliant with this bill. As a reminder this bill requires that patients receive a certified letter prior to sending them to collections.
- SEIU and Local 501 negotiations – The COLA reopener is being negotiated for FY23 and FY24. The second meeting is scheduled for April 28th. The Local 501 contract is in the process of being renegotiated.
- The Car Show was very successful. Thank you for your support. Images of the event were shown.
- Mr. Van Howeling thanked Dr. Fildes for his leadership and pioneer spirit. Happy Retirement!

Lastly, Danita Cohen, Chief Experience Officer guided the Board through the newly launched, updated UMC Website. Updates to the UMC Intranet and a new site dedicated to the Children's Hospital are coming soon.

FINAL ACTION:

None

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)*

DISCUSSION:

None

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called.

Elizabeth Bolhouse – Las Vegas, NV Resident and current UMC employee for 22 years and Elected SEIU Chief Stewart of Nursing.

- At the last Board of Governors meeting, it was mentioned that as far as mandatory overtime, only about 10% of units were involved, and actually it was 40%. There are 25 nursing divisions, and 10 of those were put on mandatory, so that is 40%. As of 4/18, that was discontinued, but many nurses are still fulfilling that commitment. So I just wanted the nurses' contribution to be on the record. Thank you.

Chairman O'Reilly asked if there were any other public comments to come before the Board.

Hearing none, the public comments section was closed.

FINAL ACTION:

A motion was made by Member Mackay to go into closed session pursuant to NRS 450.14(3). Motion carried by unanimous vote.

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

SECTION 5: CLOSED SESSION

ITEM NO. 26 Go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC's health care services and hospital facilities; and direct staff accordingly. *(For possible action)*

The meeting was reconvened in closed session at 3:41PM.

At the hour of 4:05 PM, the closed session on the above topic ended.

FINAL ACTION:
None

There being no further business to come before the Board at this time, at the hour of 4:05 PM., Chair O'Reilly adjourned the meeting.

APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Board Secretary

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Credentialing**

Petitioner: Mason Van Houweling

Recommendation:

Approve the May 2022 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on May 24, 2022; and take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund #:	N/A	Fund Name:	N/A
Fund Center:	N/A	Funded PGM/Grant:	N/A
Amount:	N/A		
Description:	N/A		
Additional Comments:	N/A		

BACKGROUND:

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

The MEC reviewed and approved these credentialing activities at the May 24, 2022 meeting.

Cleared for Agenda
May 25, 2022

Agenda Item #

4

DATE: **May 24, 2022**

TO: **Governing Board**

FROM: **Credentials Committee**

SUBJECT: **May 19, 2022 Credentialing Activities**

I. NEW BUSINESS

A. Revision to Oral Maxillofacial Surgery DOP

B. Revision to Pediatrics DOP

II. CREDENTIALS

A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Christensen	Jim		MD	05/19/2022-07/30/2023	Medicine	UMC	Category 1
2	Duarte	Kimberly	M	MD	05/19/2022-12/31/2023	Anesthesiology	Office of Military Medicine	Category 1
3	Garcia	Olga	R	DO	05/19/2022-01/31/2024	Surgery/General Surgery	Mike O'Callaghan Military Medical Center	Category 1
4	Gowhari	Daniel	B	DO	05/19/2022 - 10/31/2023	Emergency Medicine	Sound Physicians	Category 1
5	Hartenstine	Javi	L	DO	05/19/2022 - 02/28/2024	Pathology	Laboratory Medicine Consultants Ltd	Category 1
6	Huynh	Eric		MD	05/19/2022 - 05/31/2023	Medicine/Internal Medicine	Platinum Hospitalists	Category 1
7	Nasiak	Michael	A	MD	05/19/2022-04/30/2024	Ambulatory Care	UMC-Nellis Primary Care	Category 1
8	Robinson	Raime		MD	05/19/2022 - 12/31/2023	Anesthesiology	OptumCare Anesthesia	Category 1
9	Rothmeyer	Vance		MD	05/19/2022 - 03/31/2024	Emergency Medicine	Mike O'Callaghan Military Medical Center	Category 1

B. REAPPOINTMENTS TO STAFF

1	Alhosh	Rabea		MD	07/01/2022-06/30/2024	Pediatrics	Active Membership and Privileges	UNLV Pediatrics
2	Alnajjar	Eva	M	MD	07/01/2022-06/30/2023	Obstetrics and Gynecology	Affiliate Membership and Privileges	Women's Health Associates of Southern NV

3	Angotti	Lisa	M	MD	07/01/2022-06/30/2023	Surgery/General Surgery & Trauma Surgery & Trauma Critical Care	Affiliate on Leave of Absence	UNLV Surgery
4	Armuth	Spencer	D	DMD	07/01/2022-06/30/2023	Surgery/Oral/ Maxillofacial Surgery	Affiliate Membership and Privileges	Nevada OMS
5	Balite Lacap	Monette	S	MD	07/01/2022-06/30/2024	Medicine/Internal Medicine	Active Membership and Privileges	Sound Physicians
6	Barnes	Glenn		DO	07/01/2022-06/30/2024	Family Medicine	Affiliate Membership and Privileges	UNLV Family Medicine
7	Benson	Kathleen	M	MD	07/01/2022-06/30/2024	Medicine/Cardiology	Affiliate Membership and Privileges	Advanced Heart & Vascular Specialists
8	Bigcas	Jo-Lawrence		MD	07/01/2022-06/30/2023	Surgery/Otolaryngology	Active Membership and Privileges	UNLV Surgery
9	Carroll	Joseph	T	MD	07/01/2022-06/30/2023	Surgery/General Surgery & Trauma Critical Care & Trauma Surgery & Trauma Burn	Active Membership and Privileges	UNLV Surgery
10	Damato	Thomas		MD	07/01/2022-06/30/2024	Surgery/Cardiovascular/ Thoracic Surgery	Affiliate Membership and Privileges	Cardiovascular Surgery of Southern Nevada
11	Elsanousy	Hind		MD	07/01/2022-06/30/2024	Ambulatory Care	Affiliate Membership and Privileges	UMC-Nellis Quick Care
12	Gyang	Andrew	A	MD	07/01/2022-06/30/2024	Medicine/Internal Medicine	Affiliate Membership and Privileges	Intermountain Healthcare
13*	Haduong	Quan		MD	07/01/2022-06/30/2024	Anesthesiology	Affiliate Membership and Privileges	PBS Anesthesia
14	Hardman	Julian		MD	07/01/2022-06/30/2024	Radiology	Affiliate Membership and Privileges	Desert Radiologists
15	Ho	Liawaty		MD	07/01/2022-06/30/2024	Medicine/Hematology/Oncology	Affiliate Membership and Privileges	OptumCare Cancer Care
16	Izuora	Kenneth		MD	07/01/2022-06/30/2024	Medicine/Endocrinology/Metabolic Diseases	Active Membership and Privileges	UNLV Medicine

17	Johnson	Craig	B	DO	07/01/2022-06/30/2023	Anesthesiology & Trauma Anesthesia	Affiliate Membership and Privileges	OptumCare Anesthesia
18	Kahn	Marc	J	MD	07/01/2022-06/30/2023	Medicine/Hematology/ Oncology	Active Membership and Privileges	UNLV Medicine
19	Micev	Alan	J	MD	07/01/2022-06/30/2024	Orthopaedic Surgery/Hand Surgery & Orthopaedic Surgery	Affiliate Membership and Privileges	Hand Center of Nevada
20	Mifendereski	Seyedqumars		MD	07/01/2022-06/30/2024	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada
21	Moore	Devon	J	MD	07/01/2022-06/30/2024	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Active Membership and Privileges	Sound Physicians-Emergency Medicine
22	Moxley	Jeff	E	DDS	07/01/2022-06/30/2024	Surgery/Oral/ Maxillofacial Surgery	Active Membership and Privileges	Jeff E. Moxley, DDS
23	Okafor	Chidi	C	MD	07/01/2022-06/30/2024	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada
24	Qazi	Sayed	Z	MD	07/01/2022-06/30/2024	Medicine/Nephrology	Affiliate Membership and Privileges	Nevada Nephrology
25	Roberson	Glen	A	DMD	07/01/2022-06/30/2024	Surgery/Oral/ Maxillofacial Surgery	Affiliate Membership and Privileges	Roseman University of Health Sciences
26	Rosenberg	Joshua	A	DO	07/01/2022-06/30/2024	Radiology	Affiliate Membership and Privileges	Desert Radiologists
27	Schaner	Morris	W	DO	07/01/2022-06/30/2024	Radiology/Nuclear Medicine	Active Membership and Privileges	Desert Radiologists
28	Schunk	Michael	W	MD	07/01/2022-06/30/2024	Radiology/Nuclear Medicine	Active Membership and Privileges	Desert Radiologists
29	Shah	Rita	G	MD	07/01/2022-06/30/2024	Pediatrics	Active Membership and Privileges	UMC-Wellness Center
30	Shaw	Lawrence	G	MD	07/01/2022-06/30/2024	Obstetrics and Gynecology	Active Membership and Privileges	UNLV Obstetrics and Gynecology

31 **	Siskind	Eric	J	MD	07/01/2022-06/30/2024	Surgery/General Surgery	Active Membership and Privileges	UMC Center for Transplantation
32	Thomas	Michael	D	MD	07/01/2022-06/30/2024	Orthopaedic Surgery/Orthopaedic Surgery	Affiliate Membership and Privileges	Nevada Orthopaedic & Spine Center
33	Thomatis	Sara		DO	07/01/2022-06/30/2024	Obstetrics and Gynecology	Affiliate Membership and Privileges	Women's Health Associates of Southern NV
34	Thompson	Devin	S	MD	07/01/2022-06/30/2023	Emergency Medicine/Adult Emergency Medicine	Affiliate Membership and Privileges	Mike O'Callaghan Military Medical Center
35	Truc	Clarice		MD	07/01/2022-06/30/2023	Medicine/Internal Medicine	Affiliate Membership and Privileges	Intermountain Healthcare
36	Vishnepolsky	Mark		MD	07/01/2022-06/30/2024	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada
37	Wong	Lisa	K	MD	07/01/2022-06/30/2024	Radiology	Active Membership and Privileges	Desert Radiologists
35	Truc	Clarice		MD	07/01/2022-06/30/2023	Medicine/Internal Medicine	Affiliate Membership and Privileges	Intermountain Healthcare
36	Vishnepolsky	Mark		MD	07/01/2022-06/30/2024	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada
37	Wong	Lisa	K	MD	07/01/2022-06/30/2024	Radiology	Active Membership and Privileges	Desert Radiologists

***Category 2**
****90 Day Reappointment**

C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT

1	Schunk	Michael	W	MD	07/01/2022-06/30/2024	Radiology/Nuclear Medicine	Active Membership and Privileges	Desert Radiologists	Withdraw: 1. Stroke Embolectomies and Carotid Stenting 2. Cerebral Aneurysm Coiling and all other Neuro Interventional procedures

2	Shah	Rita	G	MD	07/01/2022-06/30/2024	Pediatrics	Active Membership and Privileges	UMC-Wellness Center	New Privilege: Telemedicine
3	Wong	Lisa	K	MD	07/01/2022-06/30/2024	Radiology	Active Membership and Privileges	Desert Radiologists	New Privilege: Nuclear Medicine - Therapeutic

D. EXTENSION OF INITIAL FPPE

1	Djunaidi	Andrew	C	MD	Anesthesiology	Extend Initial FPPE through November 16, 2022 - Unable to Provide Cases
2	Vu	Anmy		DPM	Orthopaedic Surgery/Podiatry	Extend Initial FPPE through November 16, 2022 - Unable to Provide Cases

E. COMPLETION OF INITIAL FPPE

1	Montalvo-Stanton	Evelyn	MD	Pediatrics	Refer & Follow
2	Sun	Josephine	MD	Pediatrics	Refer & Follow

F. CHANGE IN STAFF STATUS

1	Akbar	Tanveer		MD	Medicine/Internal Medicine	Release from Initial FPPE to Affiliate Membership and Privileges - Completion of FPPE
2	Alikozai	Farhad		DO	Medicine/Internal Medicine	Release from Initial FPPE to Affiliate Membership and Privileges - Completion of FPPE
3	Elliott	Iain		MD	Orthopaedic Surgery/Orthopaedic Surgery & Trauma Orthopaedic Surgery	Release from Initial FPPE to Affiliate Membership and Privileges-Completion of FPPE
4	Fildes	John	J	MD	Surgery/General Surgery & Trauma Critical Care	Request Honorary
5	Laftavi	Mark	R	MD	Surgery/General Surgery	Release from Initial FPPE to Affiliate Membership and Privileges-Completion of FPPE
6	Pankewycz	Oleh		MD	Medicine/Nephrology	Release from Initial FPPE to Affiliate Membership and Privileges - Completion of FPPE
7	Sheep	Andrew		MD	Emergency Medicine/Adult Emergency Medicine	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE

G. REQUEST FOR MODIFICATION OF DEPARTMENT/PRIVILEGE(S)

1	Kuruvilla	Kevin		MD	Surgery/General Surgery & Trauma Surgery	Modification of Department/Privileges	Withdraw Trauma Burn
2	Meyers	Rebecca		MD	Pediatrics	Modification of Department/Privileges	New Privilege- Refer & Follow Withdraw - Core Pediatrics
3	Shah	Vipul	A	MD	Medicine/Nephrology	Modification of Department/Privileges	Completion of FPPE - New Privilege Telemedicine

H. LOW VOLUME PROVIDERS

1	Allen	Carleton	A	MD	Radiology	Low Volume
2	Blackwood	Robert		MD	Anesthesiology	Low Volume
3	Borgia	Anthony		DPM	Orthopaedic Surgery/Podiatry	Low Volume
4	Bronstein	Andrew		MD	Orthopaedic Surgery/Orthopaedic Surgery	Low Volume
5	Cheng	Zhi		MD	Medicine/Internal Medicine	Low Volume
6	Djunaidi	Andrew		MD	Anesthesiology	Low Volume
7	Duenckelmeyer	Joerg	F	MD	Anesthesiology	Low Volume
8	Duong	Annie		MD	Anesthesiology	Low Volume
9	Fang	Qin		MD	Medicine/Nephrology	Low Volume
10	Fisher	Robert		MD	Anesthesiology	Low Volume
11	Flores	Randy		MD	Anesthesiology	Low Volume
12	Francis-Rogers	Sandra		MD	Medicine/Internal Medicine	Low Volume
13	Garber	Jason		MD	Neurosurgery	Low Volume
14	Gupta	Arvin	A	MD	Medicine/Nephrology	Low Volume
15	Gyang	Andrew	A	MD	Medicine/Internal Medicine	Low Volume

16	Isaacs	William	B	MD	Anesthesiology	Low Volume
17	Lindsay	Patrick	T	MD	Anesthesiology	Low Volume
18	Maduka	Godwin	O	MD	Anesthesiology	Low Volume
19	Nguyen	Huan		MD	Anesthesiology	Low Volume
20	Orevillo	Joel	D	MD	Medicine/Pulmonary Medicine/Respiratory Care	Low Volume
21	Qazi	Sayed	Z	MD	Medicine/Nephrology	Low Volume
22	Rachakonda	Tara		MD	Medicine/Internal Medicine	Low Volume
23	Rane	Santosh	G	MD	Medicine/Cardiology	Low Volume
24	Rimoldi	Reynold	L	MD	Orthopaedic Surgery/Orthopaedic Surgery	Low Volume
25	Roth	Jeffrey		MD	Surgery/Plastic Surgery	Low Volume
26	Schaller	Frederick		DO	Medicine/Cardiology	Low Volume
27	Sewani	Hassanali		MD	Medicine/Internal Medicine	Low Volume
28	Shah	Dipti	R	MD	Medicine/Nephrology	Low Volume
29	Shen	Gary	K	MD	Surgery/General Surgery	Low Volume
30	Somphone	Alan	H	MD	Anesthesiology	Low Volume
31	Steele	Sean	S	MD	Medicine/Internal Medicine	Low Volume
32	Truc	Clarice		MD	Medicine/Internal Medicine	Low Volume
33	Vahey	James		MD	Orthopaedic Surgery/Hand Surgery & Orthopaedic Surgery	Low Volume
34	Venkatesan	Srinivasan		MD	Medicine/Internal Medicine	Low Volume
35	Volk	Peter		MD	Anesthesiology	Low Volume

36	Vu	Anmy		DPM	Orthopaedic Surgery/Podiatry	Low Volume
37	Wilson	Lisa		MD	Anesthesiology	Low Volume
38	Wong	Steve	C	MD	Anesthesiology	Low Volume

I. REQUEST FOR RESIGNATION

1	Andrews	Elena	N	MD	Ambulatory Care	Resigned from UMC effective 05/01/2022
2	Burger	Bradley		DO	Obstetrics and Gynecology	No Longer with UNLV
3	Dougherty	Douglas		MD	Radiology	No longer with group
4	Fildes	John	J	MD	Surgery/General Surgery & Trauma Critical Care	Retired
5	Kay	Johnson	C	DO	Medicine/Rheumatology	Leaving UNLV Medicine practice
6	Lieberman	Rachel		MD	Surgery/Ophthalmology	Relocation
7	Rimoldi	Reynold	L	MD	Orthopaedic Surgery/Orthopaedic Surgery	Change in Practice Needs
8	Shah	Dipti	R	MD	Medicine/Nephrology	No reason provided
9	Yeh	Szu-Nien		MD	Anesthesiology	Change in Practice Needs

J. REQUEST FOR LEAVE OF ABSENCE

1	Martin	Juan	E	MD	Surgery/Cardiovascular/Thoracic Surgery	Medical Leave
2	Ward	Herman	V	MD	Anesthesiology	Personal Leave

K. RETURN FROM LEAVE OF ABSENCE

1	Akhtar	Sabrina		MD	Anesthesiology/Trauma Anesthesiology	
2	Caverly	Erin	M	DO	Surgery/General Surgery & Trauma Surgery	
3	Maughan	Eric		MD	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency Medicine	Returned from Deployment

L. REMOVAL FROM STAFF

1	Colarco	Justin	DPM	Orthopaedic Surgery/Podiatry	Failure to Complete Initial FPPE
2	Nguyen	Huan	MD	Anesthesiology	Failure to Complete Initial FPPE

M. ADVANCED PRACTICE PROFESSIONAL INITIAL

1	Garcia	Anna Martina		PAC	05/19/2022-06/30/2023	Surgery/Urology	Las Vegas Urologist	Category 1	Joseph Candela, MD
2	Kim	Vida	R	APRN	05/19/2022-09/30/2023	Medicine/Internal Medicine	MD Nightcall	Category 1	APP Independent
3	Lacy	Latricia	A	APRN	05/19/2022-11/30/2023	Ambulatory Care	UMC Online Care	Category 1	APP Independent
4	Shah	Sarah		APRN	05/19/2022-02/28/2023	Surgery/Cardiovascular/ Thorasic	Cardiovascular Surgery of Southern Nevada	Category 1	APP Independent
5	Simpson	Jacquese		APRN	05/19/2022-07/31/2023	Medicine/Internal Medicine	Pioneer Healthcare	Category 1	APP Independent
6	Travis	Chasity		APRN	05/19/2022-12/30/2023	Ambulatory Care	UMC Online Care	Category 1	APP Independent

N. ADVANCED PRACTICE PROFESSIONALS REAPPOINTMENTS

1	Allen	Donna	R	CRNA	07/01/2022-06/30/2023	Anesthesiology	OptumCare Anesthesia	Barry Ewell, DO
2	Baizas	Carla	E	CRNA	07/01/2022-06/30/2023	Anesthesiology	OptumCare Anesthesia	Barry Ewell, DO
3	Costa	Mara	K	APRN	07/01/2022-06/30/2024	Medicine/Neurology	Stroke and Neurology Specialists	APP Independent
4	David	Johanna	C	APRN	07/01/2022-06/30/2024	Pediatrics	UMC Neonatology Office	APP Independent
5	Haley	Rebekah		APRN	07/01/2022-06/30/2023	Ambulatory Care	Optum Embedded Practitioner Program	APP Independent
6	Salvador	Mark		APRN	07/01/2022-06/30/2023	Medicine/Internal Medicine	Platinum Hospitalists	APP Independent

O. ADVANCED PRACTICE PROFESSIONALS MODIFICATION OF PRIVILEGES

1	Salvador	Mark	APRN	07/01/2022-06/30/2023	Medicine/Internal Medicine	Platinum Hospitalists	New Privilege-Telemedicine	APP Independent

P. ADVANCED PRACTICE PROFESSIONALS CHANGE IN STAFF STATUS

1	Alday	Magnoloia		APRN	Pediatrics	Release from Initial FPPE to APP Independent-Completion of FPPE	APP Independent
2	Caligagan	Asbel		APRN	Ambulatory Care	Release from Initial FPPE to APP Independent-Completion of FPPE	APP Independent
3	Opimo	Anthony	B	APRN	Ambulatory Care	Release from Initial FPPE to APP Independent-Completion of FPPE	APP Independent
4	Zalan	Elena	A	PAC	Ambulatory Care	Release from Initial FPPE to APP Dependent-Completion of FPPE	Samuel Auerbach, MD

Q. ADVANCED PRACTICE PROFESSIONALS LOW VOLUME

1	Grado	Lauren	CRNA	Anesthesiology	Low Volume
2	Hales	Aaron	APRN	Ambulatory Care	Low Volume
3	Haley	Rebekah	APRN	Ambulatory Care	Low Volume

R. ADVANCED PRACTICE PROFESSIONALS REMOVAL FROM STAFF

1	El-Sawaf	Amanda		APRN	Surgery/Cardiovascular/Thoracic	No Longer with Group
2	Free	Patrick	L	APRN	Ambulatory Care	No Longer Employed by UMC

S. ADVANCED PRACTICE PROFESSIONALS RESIGNATION

1	Ruanto	Anna	K	PAC	Ambulatory Care	No Reason Provided

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment One to STERIS, Inc. HealthTrust Purchasing Agreement for Surgical Lights and Equipment Booms**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment One to STERIS, Inc. HealthTrust Purchasing Agreement for Surgical Lights and Equipment Booms with STERIS Corporation for the Integrated OR Room project; authorize the CEO to sign any future change orders within his delegated authority; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5430.011 Fund Name: CC Cap Equip Trans
Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000999901 / 3000702100 Funded Pgm/Grant: N/A
Description: Agreement for Integrated OR Room project - Phase 1
Bid/RFP/CBE: GPO - NRS 450.525 & NRS 450.530
Term: Estimated 7 months for build out and installation; one-year warranty on equipment
Amount: $2,334,830.72 (with contingency of $200,000)
Out Clause: Immediate upon insurance coverage lapse

BACKGROUND:

This agreement is for the purchase and installation of surgical lights, cameras, equipment booms, tables, CleanSuite ceiling systems, and warming cabinets from STERIS, an HPG vendor, to be used in the renovation of UMC's OR surgical rooms. STERIS will engage SR Construction, Inc. to provide design and construction services required to complete the installation of the STERIS equipment and systems, as SR Construction Inc. is trained in the specialized construction processes associated with the required modifications for, and extended installation of, operating and endoscopy room medical equipment. Under the proposal, STERIS is required to follow the prevailing wage and bonding requirements found in Nevada Revised Statutes Chapter 338.

Staff also requests authority for the CEO to execute change orders for the project that are within his delegation of authority if deemed beneficial to UMC.

HealthTrust Purchasing Group (HPG) is the purchasing agent for the Group Purchasing Organization (GPO) of which UMC is a member. The equipment purchase and installation services are in compliance with NRS 450.525, NRS 450.530 and UMC's GPO contract with HPG.

Cleared for Agenda
May 25, 2022

Agenda Item #

5

UMC's Clinical Director of Specialty Services has reviewed the Amendment One and recommends approval by the Governing Board.

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

STERIS holds a valid Clark County Business License.

This Amendment One was reviewed by the Governing Board Audit and Finance Committee at their May 18, 2022 meeting and recommended for approval by the Governing Board.

Amendment One to STERIS, Inc. HealthTrust Purchasing Agreement for Surgical Lights and Equipment Booms

This Amendment One ("Amendment") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "Customer" or "Owner"), and STERIS Corporation (hereinafter referred to as "STERIS") and shall incorporate all the terms and conditions of the purchasing agreement between STERIS and HEALTHTRUST PURCHASING GROUP, L. P. ("HealthTrust") dated January 01, 2022. (Customer and STERIS are each referred to herein individually as a "Party" and collectively as the "Parties"). The date either party is no longer a member of HealthTrust the agreement terminates.

RECITALS:

A. Owner and STERIS have entered into Amendment that incorporates the Steris HealthTrust Purchasing Agreement for Surgical Lights and Equipment Booms dated as of January 01, 2022 (the "Original Agreement"; the Original Agreement, as amended by this Amendment, is hereinafter referred to collectively as the "Agreement"). In the event of any inconsistencies between the terms of the Original Agreement and this Amendment, the terms of this Amendment shall prevail.

B. Pursuant to the terms of the Agreement, Owner desires to procure from STERIS certain STERIS equipment to be installed in multiple operating rooms at University Medical Center of Southern Nevada, and, as part of such installation of such STERIS equipment, have requested STERIS to manage, on behalf of Owner, the design and construction required for such equipment installation (the "Total Project").

C. The Total Project includes eighteen operating rooms, one endocrine room, the locker rooms, and bathrooms.

D. The Total Project is anticipated to be completed in three (3) separate phases as follows: (a) renovation of two operating rooms, one endoscopy room, locker rooms, and bathrooms as well as the installation of the equipment provided in the STERIS Quotation (defined below), together with the design required for Phases 2 and 3 (defined below) ("Phase 1"); (b) renovation and installation of equipment in six operating rooms ("Phase 2"); and (c) renovation and installation of equipment in ten operating rooms ("Phase 3"; Phase 1, Phase 2 and Phase 3 are hereinafter referred to collectively as the "Phases", and each individually as a "Phase"), and each Phase shall be evidenced by a separate amendment to the Agreement.

E. This Amendment evidences and relates only to Phase 1 (hereinafter referred to as the "Project") and the parties anticipate future amendments to the Agreement to add and reflect Phase 2 and Phase 3.

F. STERIS has submitted, and Owner has accepted, that certain Quotation from STERIS dated January 11, 2022 relating to the Project, a copy of which is attached hereto as Exhibit A and by such attachment made a part hereof (the "STERIS Quotation").

G. STERIS has submitted, and Owner has accepted, that certain installation and renovation services Design and Construction Scope of Work, attached hereto as **Exhibit B** and by such

attachment made a part hereof (the “Design and Construction Design and Construction Scope of Work”).

In consideration of good and valuable consideration, the Parties agree to amend the Agreement and the following provisions are hereby added to the Agreement:

I. GENERAL

1.1. PWP ID Number: PWP-CL-2022-375

1.2. STERIS, as development and management agent for and on behalf of the Customer, agrees to engage SR Construction, Inc. (“Design-Builder”) to provide design and construction services required to complete the Design and Construction Scope of Work. The parties acknowledge that Design-Builder is trained in the specialized construction processes associated with the required modifications for, and extended installation of, **operating and endoscopy room medical equipment** as described in the Design and Construction Scope of Work. Notwithstanding any term or provision of the Agreement to the contrary, the parties acknowledge and agree that STERIS’ obligations under this Amendment include appropriately contracting with Design-Builder on behalf of Customer as required by the terms of this Amendment and to use all commercially reasonable efforts to cause Design-Builder to comply with the terms and conditions of this Amendment and the terms of the design-build agreement to be entered into by and between Design-Builder and STERIS on behalf of Customer (the “Design-Build Agreement”), all as more particularly set forth in this Amendment. STERIS, however, remains solely liable to Customer and fully responsible for obligations, services, and functions performed by Design-Builder on the Project to the same extent as if such obligations, services and functions were performed by STERIS’ employees or agents and for purposes of this Amendment, such work will be deemed work performed by STERIS. Furthermore, STERIS shall be the primary point of contact with Customer concerning issues associated with the Project, including but not limited to, all issues of subcontracted work with Design-Builder or any other parties engaged by or on behalf of Design-Builder.

1.3. In no event shall STERIS or any affiliate or employee of STERIS be responsible for the negligence of Design-Builder or any consultant, contractor, architect or engineering engaged by or on behalf of Design-Builder. Design-Builder shall remain solely responsible directly to Customer for any such negligence or failure and STERIS shall require such language in its agreements with Design-Builder.

1.4. For the Design and Construction Scope of Work to be provided by Design-Builder, Customer agrees to pay the amount of **$2,134,830.72**, all as more fully set forth in the Design and Construction Scope of Work (the “Contract Price”). The Contract Price shall be subject to increase as a result of force majeure, changes or delays caused by Owner, unknown or unforeseen circumstances or conditions, price escalation, supply-chain disruption, epidemics, pandemics, changes in law, fire, weather, labor disputes, war, civil unrest, strikes, unavailability of labor or materials, delays in deliveries, unanticipated fees, allowances or unit prices being exceeded, or any other reason beyond the reasonable control of STERIS or Design-Builder. The Contract Price is based upon a visual inspection of the exterior of the rooms and no destructive or other inspections or investigations have been performed. No investigation was performed to uncover or detect all existing building conditions. Any unforeseen or undetectable conditions not identified by a visual inspection are not included in the Contract Price. Customer also agrees that the time for performance of the Design and Construction Scope of Work shall be extended to the extent any of the

foregoing causes identified in this Section 1.3 causes a delay in the performance of the Design and Construction Scope of Work.

1.5. STERIS has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed directly by STERIS in the performance of the services hereunder. STERIS shall indemnify, defend and hold Customer harmless from all matters relating to the payment of STERIS' employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

1.6. SR Construction is an independent contractor engaged by STERIS on behalf of the Customer.

1.7. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, the Design-Builder be responsible for maintaining safe working conditions during the performance of the Project and for conducting its obligations under this Amendment and at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause and shall require in its contracts and agreements with Design-Builder that, the Design-Builder continually and diligently inspect all equipment, materials and work to discover any conditions which might involve such risks. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause and shall require in its contracts and agreements with Design-Builder that, the Design-Builder furnish all safety equipment, supplies and instructions required for the work and enforce the proper use of such by its employees, agents, subcontractors and any and all sub-tier levels and suppliers. STERIS shall notify Customer in writing of the name of the Design-Builder's assigned employee responsible for safety and health including a twenty-four-hour telephone number prior to commencement of work. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to require, and shall require in its contracts and agreements with Design-Builder that, the Design-Builder comply with all requirements of Nevada Revised Statute Chapter 618, Occupational Safety and Health, Nevada Administrative Code Chapter 618 and have established an active Safety Program in accordance therewith.

1.8. STERIS and its Design-Builder acknowledges that Customer has an obligation to ensure that public funds are not used to subsidize private discrimination. STERIS recognizes that if it is found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; Customer may, during the performance of the Project, declare STERIS in breach of this Amendment, terminate the Agreement with respect to this Amendment, and designate STERIS as non-responsible.

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

1.10. STERIS shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by STERIS, its principals, officers, employees, agents, subcontractors and suppliers required to complete the Design and Construction Scope of Work. STERIS will, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, the Design-Builder be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Design-Builder, its principals, officers, employees, agents, subcontractors and suppliers required to complete the Design and Construction Scope of Work. In performing the specified services, STERIS shall use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, Design-Builder follow practices consistent with generally accepted professional and technical standards.

1.11. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, the Design-Builder ensure all services performed as part of the Project are in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. STERIS will cause Design-Builder to agree that the services performed as part of the Project will not violate or infringe on any copyright or patent rights. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, the Design-Builder, without additional compensation, correct or revise any errors or omissions in the services performed as part of the Project which are not in accordance with the representations and warranties provided in this Amendment. Permitted or required approval by Customer of any products or services furnished by STERIS, or its agents or subcontractors, shall not in any way relieve STERIS of responsibility for the professional quality and technical accuracy and adequacy of services provided by STERIS. Customer's review, approval, acceptance, or payment for any of STERIS's services herein shall not be construed to operate as a waiver of any rights under this Amendment or of any cause of action arising out of the performance of this Amendment, and STERIS shall be and remain liable in accordance with the terms of this Amendment and applicable law for all damages to Customer caused by STERIS's negligent performance or failures to perform under this Amendment.

1.12. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, Design-Builder follow all Infection Control measures in the work areas for the Project; negative pressure, dust control, and constant housekeeping to prevent the spread of dust at and around Customer's facilities.

1.13. Off-Site parking will be provided for STERIS and Design-Builder. The parking is located at 625 Shadow Lane, 89102 (Clark County Health District Facility). STERIS, Design-Builder and subcontractor(s) will not be allowed to park any vehicles on site, other than for temporary loading and unloading.

1.14. Personnel on site - STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, Design-Builder abide by the relevant compliance policies of the Customer, including its corporate compliance program, Vendor Access Roles and Responsibilities policy, I-66 policy and Code of Ethics, the relevant portions of which are available to STERIS and Design-Builder upon request, and Customer's Vaccine Policy, as may be amended from time to time, and must register through Customer's vendor management/credentialing system prior to arriving onsite at any of Customer's facilities. Design-Builder's employees,

agents, subcontractors and/or designees who do not abide by Customer's policies may be barred from physical access to Customer's premises

1.15. Infection Control Requirements - at STERIS' and/or Design-Builder's sole cost and expense, all STERIS and Design-Builder personnel working on-site on the Project are required to adhere to Customer's Infection Control requirements as outlined below:

a. Evidence of annual TB testing (2 years), a current 2 step TB test, or a current IGRA blood test. Individuals with a positive TB test must have proof of a past positive test, a negative sign and symptom review and a negative chest x-ray within the last year if applicable.

b. Or, in-lieu of the above TB testing, STERIS and Design-Builder personnel may elect to complete weekly health screening forms and abide by any/all recommendations/requirements set forth by Customer's Infection Control Department.

c. Current seasons' Influenza vaccine is encouraged for all STERIS/Design-Builder personnel. However, Customer's Infection Control Department reserves the right to require this vaccine at any time. All personnel will follow Customer's EH6.5 Influenza Policy (Influenza season is generally November through March).

II. LICENSE

2.1. STERIS shall, on behalf of Customer, engage the Design-Builder who shall be appropriately qualified and properly licensed to perform the particular work pursuant to the provisions of the Nevada Revised Statutes Chapter 624.

a. STERIS shall require Design-Builder/Independent Contractors, to comply with all provisions of Nevada Revised Statutes, Chapter 624, during the bidding phase and Nevada Administrative Code, Chapter 624, through completion of the project.

b. STERIS shall require Design-Builder to comply with all provisions of Nevada Revised Statutes, Chapter 338.017, Section 1, Paragraph 2, regarding Federal Debarment.

2.2. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, Design-Builder to comply with the Journeyman and Master Electrician and Plumbing Examination Program as follows:

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

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

c. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, Design-Builder validate that its employee(s) providing supervision for the scope performed maintain current valid cards, and to provide within twenty-four (24) hours of a request by Customer, proof of current and valid cards for individuals planned or performing the supervision identified herein. Should any of these supervising

employee's cards expire, that employee shall be replaced immediately with another qualified valid cardholder without any additional cost to Customer.

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

2.3. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, Design-Builder to comply with the Apprenticeship Utilization Act as follows:

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

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

c. STERIS agrees to submit and shall, on behalf of Customer, use all commercially reasonable efforts to cause the Design-Builder to submit a complete monthly fringe benefit Contribution Report, identifying all work performed by the named Apprentice on the Public Works Project (subject to this Amendment), together with payment of any amounts owed. Both the Contribution Report and payments shall be submitted to the Administrator designated by the employee benefit Trust Funds, and to any other employee benefit Fund listed.

d. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, Design-Builder review SB 207, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: http://www.labor.nv.gov, or by calling (702) 486-2650. Per NAC 338.040, after a contract has been awarded, the Apprenticeship Utilization Act is in effect for the duration of the project. **Please note that if a change order causes a contract to exceed $100,000, the Customer will audit the entire contract period.**

III. PREVAILING WAGES

3.1. STERIS, Design-Builder and its subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and

discrimination, including NRS 338.020 through 338.090. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, Design-Builder ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the contract totals $100,000 or more. Design-Builder is responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: http://www.labor.nv.gov, or by calling (702) 486-2650. Per NAC 338.040, after a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the duration of the project. **Please note that if a change order causes a contract to exceed $100,000, Customer will audit the entire contract period.**

3.2. In accordance with NRS 338.013.3, STERIS shall, on behalf of Customer, use all commercially reasonable efforts to require, and shall require in its contracts and agreements with Design-Builder that, Design-Builder to report to the Labor Commissioner and Customer the name and address of each subcontractor performing work on the project within 10 days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.

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

3.4. In accordance with NRS 338.070, STERIS shall require that Design-Builder and each of its subcontractors, shall keep or cause to be kept on the forms provided in **Exhibit E**:

a. An accurate record showing for each worker employed by the subcontractor;

   i. The name of the worker;

   ii. The occupation of the worker;

   iii. If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and

   iv. The actual per diem, wages, and benefits paid to the worker; and

b. An additional accurate record showing for each worker employed by the subcontractor who has a driver's license or identification card;

   i. The name of the worker;

ii. The driver's license or identification card number of the worker; and

iii. The state or other jurisdiction that issued the license or card.

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

University Medical Center of Southern Nevada
Attn: Contracts Management
1800 West Charleston Blvd.
Las Vegas, Nevada 89102

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

3.5. **STERIS shall, on behalf of Customer, use all commercially reasonable efforts to require**, and shall require in its contracts and agreements with Design-Builder that, **the Design-Builder comply with the requirements of NRS 338.020 and post, in a generally visible place to the Workmen, the Nevada prevailing Wage Rates and all addenda.**

3.6. **Certified Payroll Reports**: Pursuant to NRS 338.070, on any public work contract awarded for more than $100,000, STERIS, Design-Builder and each subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem wages and benefits paid to each workman employed by it in connection with the public work. STERIS, Design-Builder and each subcontractor are required to submit a copy of the record for each calendar month to the Customer no later than 15 calendar days after the end of the month for the purposes of public inspection. Design-Builder shall be responsible for coordinating the submittal of all the certified payroll reports for the project, including its reports and the reports of all the subcontractors who are performing work on the project. Design-Builder shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from STERIS by the public body because Design-Builder failed to submit certified payroll reports within 15 calendar days after the end of the month if the subcontractor provided certified payroll reports to Design-Builder within 10 calendar days after the end of the month or the date agreed upon by STERIS, Design-Builder and subcontractor. Design-Builder shall submit a copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project. Certified Payroll Reports will be available for public viewing.

IV. INSURANCE

4.1. STERIS and Customer agree that for the Total Project only, STERIS will provide the insurance as required herein in a form as provided in **Exhibit C** and these requirements

supersede and replace the insurance requirements in the Original Agreement. STERIS further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the Customer to make any payment under this Amendment, to provide the Customer with a certificate of insurance evidencing the required insurance. STERIS shall require Design-Builder, procure and maintain, during the term of the Project, insurance coverage equal to that required of STERIS in this Amendment.

4.2. STERIS agrees to maintain required workers' compensation coverage throughout the entire term of the contract. If STERIS does not maintain coverage throughout the entire term of the contract, STERIS agrees that Customer may, at any time the coverage is not maintained by STERIS, order STERIS to stop work, assess liquidated damages as defined herein, suspend the contract, or terminate the contract. Such insurer shall be qualified to underwrite workers' compensation insurance in the state of Nevada in accordance with Nevada Revised Statutes Chapters §616A through 616D, inclusive, whether or not STERIS has employees.

4.3. STERIS shall furnish not later than **ten (10) business days** after Customer's written request for certificates, certificates evidencing the insurance as indicated below. The certificates for each insurance policy shall be completed and signed by STERIS's broker authorized to bind coverage on its behalf.

4.4. As a condition precedent to receiving payments, STERIS shall have on file with Customer current certificates of insurance evidencing the required coverage.

4.5. Customer requires insurance carriers to maintain a Best's Key Rating of A.VII or higher (i.e., A.VII, A.VIII, A.IX, A.X, etc.).

4.6. STERIS shall furnish renewal certificates to the Customer for the required insurance during the period of coverage required by this Amendment. STERIS will furnish renewal certificates on an annual basis for the same coverage as required in this Amendment. The request for updated renewal certificates will be sent by the Customer to STERIS thirty (30) calendar days in advance of the expiration date shown on the certificate of insurance. A second request will be sent if the renewal certificate is not received from within **seven business days of expiration**.

4.7. Customer, its Officers, employees, agent, and volunteers shall be included as additional insured's under the Commercial General Liability policies required to be carried under this Amendment.

a. STERIS' insurance shall be primary under the required General Liability and Auto Liability insurance as respects Customer, its officers, employees, agents, and volunteers on this Project. Any other coverage (insurance or otherwise) available to Customer, its officers, employees, and volunteers shall be excess over the insurance required of STERIS and shall not contribute with it.

4.8. Intentionally omitted.

4.9. Intentionally omitted.

4.10. STERIS shall obtain and maintain, or cause to be obtained and maintained, for the duration of this Amendment, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder provided by STERIS, it agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in STERIS' Quote or the Contract Price. Insurance and surety companies issuing certificates of insurance and bonds must

be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.

4.11. STERIS is required to obtain and maintain, or cause to be obtained or maintained, the following coverage:

a. Commercial General Liability: Commercial General Liability coverage shall be on "occurrence" basis only and not "claims made." The coverage must be provided on either an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability insurance form or equivalent. Policies must contain a primary and non-contributory clause or endorsement and must contain a waiver of subrogation endorsement. Policies must include coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual liability and independent contractors. STERIS shall maintain limits of no less than **$1,000,000** combined single limit per occurrence for bodily injury (including death), personal and advertising injury and property damages and **$2,000,000** in general aggregate and products/completed operations aggregate. **A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**

b. Auto Liability: If STERIS uses vehicles in its performance under this Agreement, Auto Liability must be carried and maintained, including coverage for claims for damage due to bodily injury or death of any person, or property damage arising out of the Customer ownership, maintenance or use of **any motor vehicles whether owned, hired or non-owned**. STERIS shall maintain limits of **$1,000,000** combined single limit "per accident" for bodily injury and property damage**. A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**

c. Builders Risk / Course of Construction: STERIS shall or cause, and shall require in its contracts and agreements with Design-Builder that, Design-Builder purchase and maintain, property insurance (builders' risk) upon the work at the site to the full insurable value. STERIS shall cause this insurance to include the interests of University Medical Center of Southern Nevada, the Customer, Customer's designated representative which shall be disclosed in writing to STERIS, STERIS, Design-Builder, subcontractors, and subcontractors of any tier. Coverage shall be written on forms to include Fire, Extended Coverage, and Special Form including theft. All deductibles required under the builders' risk policy shall be paid by Customer as an increase in the Contract Price. Customer acknowledges that the builder's risk insurance required for this Project may be included in an overall builder's risk policy that includes the Total Project and, in such event, the premium for such policy shall be added to the Contract Price.

d. Pollution Insurance: STERIS shall cause Design-Builder to purchase and maintain, pollution insurance which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of $1,000,000 including Asbestos Abatement Liability (proof of Design-Builder certificate of insurance must be provided)

and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law. All deductibles required under the pollution liability policy shall be paid by Customer as an increase in the Contract Price.

4.12. STERIS shall cause Design-Builder to be responsible for and require Design-Builder to remedy all damage or loss to any property, including property of Customer, caused in whole or in part by Design-Builder, any subcontractor or anyone employed, directed or supervised by Design-Builder. Design-Builder is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

4.13. STERIS shall pay, or shall cause to be paid, STERIS' own premiums and costs of insurance.

4.14. Customer acknowledges that the Project involves the renovation of portions of the existing medical center facilities and buildings within which the Project will be located ("Existing Facility"). Customer shall maintain normal and customary property insurance in the full replacement cost of such Existing Facility. Customer is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Customer are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Customer is self-insured as allowed by Chapter 41 of the Nevada Revised Statutes. Upon request, Customer will provide a Certificate of Coverage prepared by its Risk Management Department certifying such self-coverage.

4.15. Regardless of the coverage provided by any insurance policy, STERIS shall indemnify, defend and hold Customer harmless from any and all claims, demands, actions, attorneys' fees, costs, and expenses based upon or arising out of the negligence of STERIS or its principals, employees, subcontractors or other agents while performing services under this Amendment to the extent such claims relate to bodily injury, property damage or personal injury ("Claims"). STERIS shall indemnify, defend and hold harmless the Customer and others specified from any reasonable attorney's fees or other costs of defense relating to such Claims.

4.16. STERIS shall, on behalf of Customer, use all commercially reasonable efforts to cause, and shall require in its contracts and agreements with Design-Builder that, Design-Builder agree that its officers, employees, subcontractors at every tier and suppliers shall perform all work in accordance with any and all current and adopted local, state, and federal building, demolition, and fire codes as applicable to jurisdiction and shall be held liable for any actions, damages, or costs caused by or arising from non-conformance with this requirement.

V. BONDS

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

5.2. Not later than ten (10) business days after contract execution, STERIS shall furnish contract bonds to the Customer's Contracts Management Department as follows:

a. Labor and Material Payment Bond in the amount of 100% of the Contract Price.

b. Performance Bond in the amount of 100% of the Contract Price.

c. Guaranty Bond in the amount of 100% of the Contract Price. The Guaranty Bond will go into effect from the date of Notice of Substantial Completion.

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

5.3. Form of Bonds

a. The bonds referred to herein **shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by Customer**, attached hereto as **Exhibit D.**

b. STERIS shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

c. **Any Performance Bond, Labor and Material Payment Bond, or Guaranty Bond prepared by an appointed agent must provide their license number and the issuing state.**

d. The bonds specified in this section must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570; Current Revision) companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies.

VI. PAYMENT TERMS

6.1. Based upon applications for payments submitted monthly by STERIS, payments are due and payable within thirty (30) days of presentation of STERIS' invoice.

6.2. Customer shall retain from each payment any applicable retainage, as required by state law.

STERIS CORPORATION

By: _____

Name: Jeff Wheeler

Title: VP Procedural Solutions

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____

Name: Mason Van Houweling

Title: CEO

Exhibit A

Phase 1 Quotation

DSTAUDE 1259552, dated 4-29-22

(See Attached)

STERIS Corporation
5960 Heisley Road
Mentor, OH 44060-1834 • USA
440-354-2600
GLN: 0724995000004

QUOTATION

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Acct:42100 GLN: 1100004495587
1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102, US

ATTN: Angela Ortega, Clinical Supervisor (Phone: 702-201-7836)

Please submit your quote and purchase order directly to your Account Manager or to RegionalSalesSupport@steris.com

STERIS Quote No: DSTAUDE1259552

Revision No: 16

Date: 29-Apr-2022

Submitted By:
Darcy Schroeder, Account Manager

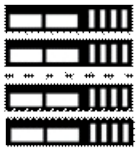
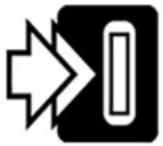
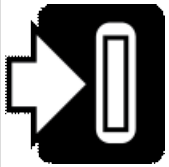
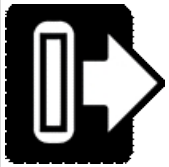
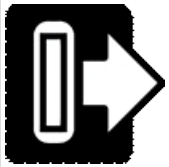
STERIS is pleased to make the following proposal for your consideration:
Customer is a Member of and purchasing under the Group Purchasing Agreement by and between STERIS and HealthTrust, ("GPO Agreement"). As a result, the GPO Agreements negotiated by HealthTrust listed below, on behalf of Customer, shall govern this Quotation Number and Purchase. STERIS HealthTrust GPO Agreements are:

HPG 997 Chemicals-Instrument Decontamination, HPG 1428 Low Temperature Liquid Chemical, 40952 Sterilization Monitoring – Steam & EO, HPG 4660 Surgical Lights & Equipment Booms, HPG 4667 Surgical Tables & Accessories, HPG 4675 Sterilizers, Washers, and Warming Cabinets, HPG 4974 Sterilizers - Low Temperature, HPG 5354 Instrument & Scope Care, Cleaning & Protection Accessories, HPG 5916 AER, and HPG 5920 US Endoscopy Instrument & Scope Care, Cleaning & Protection Accessories. V-PRO® Sterilizer Upgrade Promotion

Quoted incentives will only be applicable if purchase order is received by X and all products are delivered by Y

STERIS Account Manager will confirm the delivery date with Customer roughly 45 days prior to scheduled shipment. At that point, the manufacturing process cannot be altered. In the event the Customer extends the agreed upon delivery date, title to equipment will transfer from STERIS to the Customer post-shipment, and applicable storage and handling fees may be applied.

NOTICE: The sale of Products or Services covered by this Quotation is subject to STERIS Corporation's Terms and Conditions of Sale which can be found at http://www.steris.com/media/terms/TC_US_12_4_18.PDF. Warranty terms for Certified Pre-Owned Equipment can be found at https://www.steris.com/about/terms_sale/certified-pre-owned-equipment-warranty. Any additional or different terms or conditions proposed by Customer are rejected and will not be binding upon STERIS unless specifically agreed in writing by an authorized representative of STERIS.

Item	Equipment #	Description	Quantity	Unit Discount Price	Extended Discount Price
1.0000 	XQHBASEHD2	**OR routing 2 main ORS** **HexaVue Integration System with Touch Panel Control and Shared Switch** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	28,839.20	57,678.40
1.0010	XQHTPWKM3	**Variable Height Wall Mount with Keyboard Tray**	2	3,900.00	7,800.00
1.0020 	XQHINPM	**Universal Port for Mobile Video Sources (SD/HD)** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	6	1,534.00	9,204.00
1.0030 	XQHINPD	**Dedicated Input Port (SD/HD)** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	8	2,067.95	16,543.60
1.0040 	XQHDSPLYHD1	**Video Output Connection (HD)** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	6	1,534.00	9,204.00
1.0050 	XQHDESHD1	**Connection to Non-STERIS HD Destination** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	1,534.00	3,068.00
1.0060 	XDSCON1	**DVI Conditioner Kit** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	4	582.92	2,331.68

Item	Equipment #	Description	Quantity	Unit Discount Price	Extended Discount Price
1.0070 	RLM554KCM3	**55" 4K IPS LED Commercial Grade Display** • Contract: GR HEALTHTRUST ACCOMMODATION	2	3,808.45	7,616.90
1.0080 	XDSCON3	**VGA Converter Kit** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	4	582.92	2,331.68
1.0090 	XQHHDCAP1	**Still Image Capture and Video Recording (HD)** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	4,897.00	9,794.00
1.0100 	XQHPRNT2	**Sony UP-DR80MD Printer Package** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	3,087.47	6,174.94
1.0110 	XQHAUD1	**Music and Audio Package** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	7,363.20	14,726.40
1.0120 	XQHSPK2	**JBL Premium Ceiling Speakers (Pair)** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	613.60	1,227.20

Item	Equipment #	Description	Quantity	Unit Discount Price	Extended Discount Price
1.0130 	**XQHKVM1**	**KVM PC Control** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	2,147.60	4,295.20
1.0140 	**XQHLC1**	**Control of Surgical Lights** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	920.40	1,840.80
1.0150 	**XQHILCC1**	**Control of Surgical In-Light Camera** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	920.40	1,840.80
1.0160 	**XQHSIGS1**	**SignatureSuite Multimedia Delivery System** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	1,534.00	3,068.00
1.0170 	**RL5HV1A**	**Advanced HexaVue System Install Option**	2	15,500.00	31,000.00
1.1000	**XEXUU0300023**	**Wall Mt Peerlessst650P Univtilt 39-75" 175Lb Oshpd**	2	194.86	389.72
1.2000	**RLM274KNPWR** **GTIN: 00724995195182**	**STERIS Vividimage 27 Inch 4K Ultra High Definition Surgical Monitor; Power Not Included** • Contract: GR HEALTHTRUST ACCOMMODATION	4	6,502.27	26,009.08
1.3000	**LGH00000101** **GTIN: 00724995158415**	**G-Series HD Camera In Case** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	12,721.85	25,443.70
		General OR 12 and 14			**241,588.10**

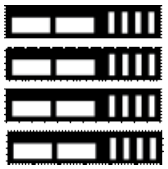
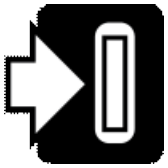
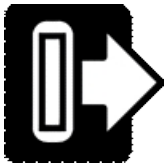
Item	Equipment #	Description	Quantity	Unit Discount Price	Extended Discount Price
2.0000	**HMSLFSHA10** **GTIN: 00724995156701**	**Anesthesia Boom - ENDO procedure room** **HarmonyAIR Supply Head Single Mount Low Bearing Fixed Arms Active Brakes 10E/10G Ambient Light** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	17,500.00	17,500.00
2.1000	**QR0000000000012**	**Harmony EMS Above Ceiling Oxygen Gas Riser Asmbly** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	62.05	62.05
2.2000	**QR0000000000013**	**Harmony EMS Above Ceiling Wagd Gas Riser Asmbly** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	38.77	38.77
2.3000	**QR0000000000014**	**Harmony EMS Above Ceiling N2O Gas Riser Asmbly** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	62.05	62.05
2.4000	**QR0000000000017**	**Harmony EMS Above Ceiling Co2 Gas Riser Asmbly** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	3	62.05	186.15
2.5000	**QR0000000000022**	**Harmony Above Ceiling Pre-Install Electrc, Gas Kit** • Contract: GR HEALTHTRUST ACCOMMODATION	1	205.00	205.00
2.6000	**QR0000000000011**	**Harmony EMS Above Ceiling Vacuum Gas Riser Asmbly** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	38.77	77.54
2.8000	**SE126212**	**Install Harmony EMS with Arms, Insight, or Harmony Air Monitor Carrier**	1	2,430.00	2,430.00
		Subtotal for line 2			**20,561.56**
3.0000	**LGH08VN** **GTIN: 00724995207809**	**HarmonyAIR G-Series Single Light, Accessory Arm, HD Camera Ready, No Controller, Gen 2** • Contract: GR HEALTHTRUST ACCOMMODATION	2	14,199.33	28,398.66
3.1000	**LY01**	**Control Panel Rough-in Box With Mud Ring** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	36.93	73.86
3.2000	**LVV00003**	**G-Series Gen 2 Drop Tube and Ceiling Plate 15.75" / 400MM** • Contract: GR HEALTHTRUST ACCOMMODATION	2	252.75	505.50
3.3000	**LGH00000103**	**G-Series HD Camera Hub Kit** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	1,755.27	3,510.54
3.4000	**LGH0001V**	**G-Series Gen 2 HD Hub Parts Pack**	2	1,215.80	2,431.60
3.5000	**SE601782**	**Install Preassembled Harmony Light with FPM**	2	1,953.00	3,906.00

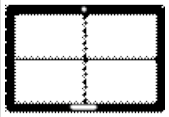
Item	Equipment #	Description	Quantity	Unit Discount Price	Extended Discount Price
		Subtotal for line 3			**38,826.16**
4.0000	**LG11VT** **GTIN: 00724995207854**	**ENDO Procedure room** **HarmonyAIR G-Series Dual Light, Accessory Arm, Non-Camera Ready, Tandem, Gen 2** • Contract: GR HEALTHTRUST ACCOMMODATION	1	22,266.73	22,266.73
4.1000 	**HMTPFCOA1208R1** **GTIN: 00724995156718**	**Tandem Mnt Col w/Plate, Fixed Arms, Active Brks 12E/8G Outlets, Reg + Exp Mod 1 Non-Reg Exp Mod +EM** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	22,674.58	22,674.58
4.1100	**LS1009004**	**Harmony EMS Lifespan 19 X 13" Flat Shelf** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	252.62	252.62
4.1200	**LS1013015**	**Harmony EMS Lifespan E-Cylinder Tank Holder** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	243.90	487.80
4.1300	**LS1022001**	**HarmonyAIR, Rear Surround Rail, 14in W, for Vertical Tapped Rail Mounting** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	404.19	404.19
4.1400	**LS17352545400**	**EMS HarmonyAIR Extra Large Shelf with Rails** • Contract: GR HEALTHTRUST ACCOMMODATION	1	1,872.65	1,872.65
4.1500	**LV00002**	**Ceiling Flange Assembly for Harmony EMS** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	426.25	426.25
4.1500	**THCOM6146**	**Computer Holder, Large, 44 Lbs. Max Load** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	307.44	307.44
4.1600	**THDRAWLG**	**Large Shelf Drawer Kit, combine with 25.9" W x 20.9" D Large Shelf** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	1,529.51	1,529.51
4.1700	**THMON4163**	**Monitor Support Arm w/Keyboard and Mouse Support, Adj, 11.8 + 13.8in. Arm Lengths, 31 Lbs. Max Load** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	3,112.83	3,112.83
4.1900	**THSHEL02** **GTIN: 00724995156763**	**Large Shelf w/2 Rails, 25.6 x 20.9in., 110 Lbs. Max Load** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	1,553.50	1,553.50

Item	Equipment #	Description	Quantity	Unit Discount Price	Extended Discount Price
4.2100	**QR0000000000011**	**Harmony EMS Above Ceiling Vacuum Gas Riser Asmbly** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	3	38.77	116.31
4.2200	**QR0000000000022**	**Harmony Above Ceiling Pre-Install Electrc, Gas Kit** • Contract: GR HEALTHTRUST ACCOMMODATION	1	205.00	205.00
4.2300	**QR0000000000028**	**Ceiling Plate Package, Tandem Harmony Air EMS**	3	1.00	3.00
4.3000	**LV00006**	**Suspension Tube 9 Inch/225mm** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	252.75	252.75
4.4000	**XEXUU030061Y**	**Peerless articulating wall mount for 37-55" display. Maximum weight 90 lbs.**	1	704.06	704.06
4.5000	**LY01**	**Control Panel Rough-in Box With Mud Ring** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	36.93	36.93
4.6000 	**RLM554KCM3**	**55" 4K IPS LED Commercial Grade Display** • Contract: GR HEALTHTRUST ACCOMMODATION	1	3,808.45	3,808.45
4.8000	**SE126212**	**Install Harmony EMS with Arms, Insight, or Harmony Air Monitor Carrier**	1	2,430.00	2,430.00
4.9000	**SE601782**	**Install Preassembled Harmony Light with FPM**	1	1,953.00	1,953.00
		Subtotal for line 4			**64,397.60**
5.0000	**HMSLPSHE10** **GTIN: 00724995156725**	**Anesthesia, Item# = C1, Room# = 13, 14** **Single Mount Supply Head, Spring Arm, E-brakes, Ambient light, 10e/10g** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	19,250.00	38,500.00
5.1000	**QR0000000000011**	**Harmony EMS Above Ceiling Vacuum Gas Riser Asmbly** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	4	38.77	155.08
5.2000	**QR0000000000012**	**Harmony EMS Above Ceiling Oxygen Gas Riser Asmbly** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	62.05	124.10
5.3000	**QR0000000000013**	**Harmony EMS Above Ceiling Wagd Gas Riser Asmbly** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	38.77	77.54

Item	Equipment #	Description	Quantity	Unit Discount Price	Extended Discount Price
5.4000	**QR0000000000014**	**Harmony EMS Above Ceiling N2O Gas Riser Asmbly** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	62.05	124.10
5.6000	**QR0000000000016**	**Harmony EMS Above Ceiling Ma Gas Riser Asmbly** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	4	62.05	248.20
5.7000	**QR0000000000022**	**Harmony Above Ceiling Pre-Install Electrc, Gas Kit** • Contract: GR HEALTHTRUST ACCOMMODATION	2	205.00	410.00
5.9000	**SE126212**	**Install Harmony EMS with Arms, Insight, or Harmony Air Monitor Carrier**	2	2,430.00	4,860.00
		Subtotal for line 5			**44,499.02**
6.0000 	**HMTPFCOA1208X0** **GTIN: 00724995156718**	Tandem HarmonyAIR Fixed-G Series Gen2-Equipment, Surgical Light(s) & Accessory Arm(s), Item# = C1, Room# = 13, 14 **Tandem Mnt Column w/Plate, Fixed Arms, Active Brakes, 12E/8G Outlets, No Reg, No Non-Reg Exp Mods** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	21,577.03	43,154.06
6.0100	**LGH0001V**	**G-Series Gen 2 HD Hub Parts Pack**	2	1,215.80	2,431.60
6.0200	**LY03**	**Hub Extender Cable** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	2	42.12	84.24
6.1000	**LG000001V** **GTIN: 00724995207397**	**G-Series Spring Arm and Yoke for Single Monitor Mount Gen 2** • Contract: GR HEALTHTRUST ACCOMMODATION	5	1,417.73	7,088.65
6.2000	**LVV00003**	**G-Series Gen 2 Drop Tube and Ceiling Plate 15.75" / 400MM** • Contract: GR HEALTHTRUST ACCOMMODATION	2	252.75	505.50
6.3000	**LGH08VNT** **GTIN: 00724995207823**	**HarmonyAIR G-Series Single Light, Accessory Arm, HD Camera Ready, No Controller, Tandem, Gen 2** • Contract: GR HEALTHTRUST ACCOMMODATION	2	13,088.76	26,177.52
6.4000	**LS17352545400**	**EMS HarmonyAIR Extra Large Shelf with Rails** • Contract: GR HEALTHTRUST ACCOMMODATION	4	1,872.65	7,490.60
6.5000	**LS1013015**	**Harmony EMS Lifespan E-Cylinder Tank Holder** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	4	243.90	975.60
6.7000	**SE126212**	**Install Harmony EMS with Arms, Insight, or Harmony Air Monitor Carrier**	2	2,430.00	4,860.00
6.8000	**SE601782**	**Install Preassembled Harmony Light with FPM**	2	1,953.00	3,906.00
		Subtotal for line 6			**96,673.77**

Item	Equipment #	Description	Quantity	Unit Discount Price	Extended Discount Price
7.0000	**SE60190**	**SS Renovation Site Services**	1	1,388,488.00	1,388,488.00
8.0000 	**CE122303**	**Two stations with infra-red water control sensor (no timer) Stainless steel** • Two Stations • Contract: GR HEALTHTRUST HPG-4675 TIER 2 (BASE) STERILIZERS, WASHERS, WARMING CABINETS	1	5,733.44	5,733.44
8.1000	**CE0000001**	**Eye Wash Fixture for Flexmatic and Streamline Scrub Stations** • Contract: GR HEALTHTRUST HPG-4675 TIER 2 (BASE) STERILIZERS, WASHERS, WARMING CABINETS	1	162.82	162.82
8.2000	**CE00006**	**Chair carrier for use with two stations Equipment drawing 617106-851** • Contract: GR HEALTHTRUST HPG-4675 TIER 2 (BASE) STERILIZERS, WASHERS, WARMING CABINETS	1	172.19	172.19
		Subtotal for line 8			**6,068.45**
9.0000	**MEDGLAS 2 ROOMS**	**MEDGlas OR 12**	1	43,129.27	43,129.27
9.1000	**MEDGLAS 2 ROOMS**	**MEDGlas OR 14**	1	42,678.96	42,678.96
9.2000	**MEDIK INSTALL**	**MedGlas install12&14**	1	66,600.00	66,600.00
		Subtotal for line 9			**152,408.23**
10.0000	**HACSSTDENGREQD**	Endo room and OR 12 and 14 **CLEANSUITE® Operating Room Ceiling System for Standard Room Unit.**	3	60,341.75	181,025.25
10.1000	**HACSHEPAENGREQD**	**CUSTOM HEPA FILTER FOR CLEANSUITE CEILING SYSTEM**	3	4,833.67	14,501.01
10.2000	**CSSUPERVISEINSTALL**	**Manufacturer Onsite Supervision Of CLEANSUITE Installation Cost Per Day**	1	0.00	0.00
		Subtotal for line 10			**195,526.26**
11.0000 	**SXSEB1936TGNC**	**EVOLVE Brushed Alum Cabinet 19.25"d x 36"w x 84"h GD w/ Cell System**	5	3,390.00	16,950.00
11.1000	**SE133122**	**Installation of Tall Cabinets**	5	576.00	2,880.00
		Subtotal for line 11			**19,830.00**

Item	Equipment #	Description	Quantity	Unit Discount Price	Extended Discount Price
12.0000 	**XQHBASEHD1**	**HexaVue Integration System with Touch Panel Control** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	38,043.20	38,043.20
12.0010 	**XQHINPD**	**Dedicated Input Port (SD/HD)** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	3	2,067.95	6,203.85
12.0010	**XEXUU0300023**	**Wall Mt Peerlessst650P Univtilt 39-75" 175Lb Oshpd**	1	194.86	194.86
12.0020	**PG4RVSWLR**	**RoomVue - Per Room License** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	3	1,200.00	3,600.00
12.0020 	**XQHDSPLYHD1**	**Video Output Connection (HD)** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	1,534.00	1,534.00
12.0030	**PG4RVCAM**	**RoomVue - IP Camera Kit** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	3	1,708.00	5,124.00
12.0030 	**RLM554KCM3**	**55" 4K IPS LED Commercial Grade Display** • Contract: GR HEALTHTRUST ACCOMMODATION	1	3,808.45	3,808.45
12.0040	**XEXUU0300023**	**Wall Mt Peerlessst650P Univtilt 39-75" 175Lb Oshpd**	1	194.86	194.86
12.0040	**PG4RV16PS**	**Roomvue 16 Port Poe Switch**	1	732.58	732.58

Item	Equipment #	Description	Quantity	Unit Discount Price	Extended Discount Price
12.0050 	**XQHQUAD1**	**MultiVue** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	4,295.20	4,295.20
12.0050	**PG4RV3US**	**Roomvue 3U Medical Server**	1	4,436.05	4,436.05
12.0060 	**XQHKVM1**	**KVM PC Control** • Contract: GR HEALTHTRUST HPG-4660 SURGICAL LIGHTS & EQUIPMENT BOOMS	1	2,147.60	2,147.60
12.0060	**RL5HVCT3**	**Tier 3 Basic HexaVue Connect Implementation**	1	4,900.00	4,900.00
12.0070 	**RL5HV1**	**Basic HexaVue OR Installation**	1	8,400.00	8,400.00
12.1000 	**RLM554KCM3**	**55" 4K IPS LED Commercial Grade Display** • Contract: GR HEALTHTRUST ACCOMMODATION	1	3,808.45	3,808.45
		Residents Room			**87,423.10**
13.0000 	**ST015211002** **GTIN: 00724995195649**	**STERIS 5095 Surgical Table, 120V, Stainless Steel Base, Featherweight Leg, Velcro Top, 2" TLT Pads** • Contract: GR HEALTHTRUST HPG-4667 SURGICAL TABLE GROUP BUY 7/1/21 - 9/30/21 includes Armboards for 3 tables (quantity of 6)	2	40,726.17	81,452.34
		Subtotal for line 13			**81,452.34**
14.0000	**TRADE-OSIMOD**	trade in for 2 OSI FX tables **Trade-In OSI Modular Table 5800-Series**	3	-15,000.00	-45,000.00

Item	Equipment #	Description	Quantity	Unit Discount Price	Extended Discount Price
		Subtotal for line 14			**-45,000.00**
15.0000	**SHIPPING & HANDLING**	**CHARGES**	1	5,943.61	5,943.61
		Subtotal for line 15			**5,943.61**
Currency: USD		**Quote Total Excluding Taxes**			**2,398,686.20**
		Package Level Discount			**263,855.48**
		Quote Total Excluding Taxes With Package Level Discount Applied			**2,134,830.72**

NOTE: ALL TAXES ARE EXCLUDED UNLESS OTHERWISE STATED. IF EXEMPT, PROOF OF TAX EXEMPTION MUST ACCOMPANY ALL PURCHASE ORDERS.

NOTE: Under present circumstances, this quotation may be considered firm for thirty (30) days from this date. Acceptance later is subject to confirmation. Our quotation is extended on the basis of shipment being made within twelve (12) months after receipt of purchase order or contract. For extended shipments, add ½% per month for any subsequent period beyond (12) months.

Term of Payment: NET 30

Terms of Shipping: PPA (Prepay & Add)

FOB: Origin

CPQ Revision No: 12

DELIVERY INSTRUCTIONS

Customer Purchase Order: _____

STERIS Sales Order Number: _____

Delivery Address: _____

Dock Days: **M-F**

Dock Hours: **8:00am-2:00pm**

Precall Required Yes No

Note: Carrier will call 24 hours in advance of shipment to notify of delivery the following day.

Appointment Required Yes No

Note: If appointment required, carrier will hold shipment till contact below is reached to set a delivery appointment.

Receiving Contact for Required Precall _____

Receiving Contact Phone _____

Receiving Contact Email _____

Dock with Leveler **Yes**

Standard Size Dock (48-52" High) **Yes**

Accommodate 75ft x 13.5ft H Tractor Trailer (Trailer plus sleeper unit) **Yes**

If no, please specify max length/height of truck that can deliver _____

Proper equipment available at Customer site to unload the equipment Yes No

Note: <1,000lbs: a pallet jack probably would suffice; >1,000lbs a fork lift would probably be the preferred method

Liftgate Required* **No**

Inside Delivery Beyond the Dock* Yes No

If yes, provide final delivery location (e.g. Room 204, Floor 4) _____

Equipment to be delivered to a construction site Yes No

If yes, PPE may be required by carrier. Please specify what PP will be required for delivery. _____

Union Drivers Required on Site Yes No

Updated on: **4/27/2022**

* = Additional Charges Apply

By:
Darcy Schroeder
Account Manager

STERIS Corporation
5960 Heisley Road
Mentor, OH 44060
Tel: 440-354-2600
Fax: 440-639-4450

Accepted For:
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Acct:42100 GLN: 1100004495587

Signature: _____

Title: _____

Date: _____

E-mail: _____

Purchase Order: _____

Want Date: _____

Ship To Address: _____

_____

Bill To Address: _____

_____

View order history and place orders for accessories, consumables and parts on-line. Visit us at https://store.steris.com

Exhibit B

STERIS Scope of Work

(See Attached)

STERIS®

Installation / Renovation Services

Scope of Work
For

UMC
Las Vegas, NV

UMC – OR RENOVATION PROJECT

John Derry, Installation Project Manager
STERIS Corporation
951-691-2684

Qualifications & Clarifications

General Notes

1. This proposal is valid for thirty (30) days and maybe withdrawn at any time by STERIS Corporation.
2. Any condition that is hidden/undetectable that could not be identified by a visual inspection are not included as a cost inclusion in this proposal. No investigation was performed to uncover/detect all existing building conditions.
3. STERIS to provide (2) 2018 FGI Compliant Surgical Suites, an enlarged 2018 FGI compliant Endo 1 Suite and staff flow corrections to the locker rooms per the attached drawings to include STERIS CLEANSUITE, MEDGlass walls, STERIS Hexavue integration and Harmony Lights and Booms This work includes all design, drawings, state and local permits to achieve licensing and release for use of the newly constructed/renovated area.
4. We anticipate a construction schedule of approximately 7months for Design, permitting and construction.
This schedule does not take into consideration delays due to COVID 19 or other acts of God that may delay materials or impede the construction duration or supply chain.
5. In general, this Proposal is based upon a normal five (5) day work week with normal hours and work shifts.
6. This proposal includes an allowance for all general building permit and trade permit fees and jurisdictional fees.
7. This proposal includes general liability insurance.
8. Cost escalation is excluded from our pricing.
9. We do not include any expedited reviews, quick ship, or similar items in our proposal.
10. We are excluding bringing the existing building up to code unless the item of work is specifically included on the documents with the exception of the rooms within the scope of work which will be design and built to 2018 FGI Guidelines and current building codes for work associated with the project.
11. This proposal may include both union and non-union participation from duly licensed subcontractors.
12. UMC will be notified of any increased costs or extended scope during demolition and construction through the change order process as follows. UMC will be presented with a written change order. If approved UMC will provide written approval to authorize the use of construction contingency funds or issue a P.O. or P.O addendum prior to

commencement of work. If not approved UMC will decline in writing. Please note that Contingency lines do not require UMC review and approval until such time that approved permit drawings are received from CLV, State Health and State Fire agencies and STERIS has the opportunity to price the final design/permit drawings and review any changes in price and scope with UMC prior to commencement of construction.

13. We excluded removal of asbestos or hazardous material.
14. Design, engineering, and preconstruction costs have been included.
15. We have assumed updating OR's 12, 14 and Endo 1 to current FGI Guidelines.
16. Customer shall provide access to the loading dock (from time to time) for the loading and unloading of tools, equipment, materials, and debris.
17. Customer shall provide an area near the loading dock for a job trailer or area for laydown yard (if required) that can be parked for the duration of the project.
18. STERIS will not work in any environment where possible contamination by hazardous material exists, nor will STERIS be involved in any hazardous material removal or encapsulation.
19. Facility supplied electrical service; pure water; steam; exhaust vents; floor drains; HVAC and compressed air shall be of sufficient capacity to meet the requirements of the new equipment being installed.
20. We will attempt to match all existing finishes as closely as possible, using local suppliers. However, it may not be possible to exactly match all finishes.

Qualifications & Clarifications

Division 1 - General Requirements This Proposal includes the following items:

1. Dumpsters.
2. Temporary toilets.
3. Daily clean up.
4. Final clean up.
5. ICRA as required

This Proposal excludes the following items and any item not specifically noted:

1. SWPPP plan or implementation.
2. Soils report or any requirements contained within.
3. Any modification or upgrade outside the boundary of work area defined on the drawings provided.
4. Government agency or utility company assessments/fees.
5. Payment and Performance Bonds.
6. Construction utility consumption cost for water and power.
7. Caliche or boulder removal.
8. Liquidated and/or consequential damages.
9. All 3rd party testing.
10. Air clearance testing for abatement.
11. Additional hazardous materials testing.
12. Commissioning.
13. Costs for unforeseen conditions.
14. Salvage.
15. Overtime
16. Sewer connections or fees
17. Tele Data equipment
18. Any and all work to bring existing space to current codes, standards, and ADA standards
19. All furnishings

Qualifications & Clarifications

Division 2 – Site Construction

1. Safe off and demo of plumbing for (1) scrub sink provided as part of the STERIS Equipment package.
2. Safe off and demo of existing med gas at walls and ceilings
3. Safe off and demo of existing HVAC distribution at ceilings for new clean suit system
4. Safe off and demo of existing electrical in walls and above ceiling
5. Provide demo of existing wall to accommodate new suite layout.
6. Provide demo of existing ceiling systems
7. Provide demo of existing doors and frames
8. Provide demo of existing flooring
9. Provide demo concrete slab to accommodate new plumbing

This Proposal excludes the following items and any item not specifically noted:

1. All other demolition not mentioned above.

Division 3 – Concrete

This Proposal includes the following items:

1. No concrete included

This Proposal excludes the following items:

Division 4 - Masonry

This Proposal includes the following items:

1.No masonry or stonework included.

This Proposal excludes the following items:

Division 5 - Metals

This Proposal includes the following items:

1. Unistrut included for Cleansuite attachment. Assumption that existing deck can accommodate Cleansuite install/weight.

This Proposal excludes the following items:

1.

Division 6 - Woods & Plastics

This Proposal includes the following items:

1. No millwork/casework included

This Proposal excludes the following items:

Division 7A - Caulking/Sealants/Insulation

This Proposal includes the following items:

1. Fire caulking to be provided for all penetrations provided as part of the SOW.

This Proposal excludes the following items:

Division 7B - Plaster/EIFS/Stucco

This Proposal includes the following items:

1. None included

This Proposal excludes the following items:

Division 7C – Roofing

This Proposal includes the following items:

1. None included

This Proposal excludes the following items:

Division 8 – Doors & Windows

This Proposal includes the following items:

1. Provide and Install 2- 3-0 x 7-0 Steel doors and frames

2. Provide and Install 3- 3-0 x 7-0 Steel doors and frames with power open/close with hold open function
3. Provide and Install 3 - 4-0 x 7-0 Steel door and frame with Power open/close with hold open function.

This Proposal excludes the following items:

1. No other doors and frames included

Division 9A - Metal Stud/Gyp. Board/Taping/Texture

This proposal includes the following items:

1. Interior metal stud framing, drywall, tape and finish
2. Soffits and ceilings
3. Flat stapp 16ga backing located at three locations around perimeter wall where glass panels will attach.

This proposal excludes the following items:

Division 9B – Paint & Wall Covering

This proposal includes the following items:

1. Painting, interior wall, doors and frames
2. Acrovyn wall paneling in corridors and scrub alcove at OR's 12/14.

This proposal excludes the following items:

1.

Division 9C - ACT

This proposal includes the following items:

1. No acoustical ceiling included

This proposal excludes the following items:

1.All other ceiling systems excluded

Division 9D – Floor Covering

This Proposal includes the following items:

1. WSV Flooring and base in (6) OR's. Minor floor prep included

This Proposal excludes the following items:

1. All other flooring and major floor leveling.

Division 9E – Tile and Stone

This proposal includes the following items:

1. No ceramic tile or stone

This Proposal excludes the following items:

1. Waterproofing.
2. Crack isolation.
3. Grout sealer.

Division 10 - Specialties

This Proposal includes the following items:

1. No specialties

This Proposal excludes the following items:

1. Epoxy anchors or 3rd Party inspections for OFCI shelving.
2. Providing brackets for the flat screen monitors.
3. Turnstiles.
4. Lockers.
5. Signage other than ADA Restroom signs.

Division 11 - Equipment

This Proposal includes the following items:

1. No work has been identified.

This Proposal excludes the following items:

1. Appliances.

Division 12 - Furnishings

This Proposal includes the following items:

1. No work has been identified.

This Proposal excludes the following items:

1. Window treatments, shades, drapery.
2. FF&E in its entirety.

Division 13 - Special Construction

This Proposal includes the following items:

1. No work has been identified.

Division 14 - Conveying Systems

This Proposal includes the following items:

1. No work has been identified.

Division 15A - Plumbing

This Proposal includes the following items:

1. Provide modifications to med gas systems
2. Demo existing plumbing at OR 14 and add new Scrub sink per attached plan.

This Proposal excludes the following items:

1.

Division 15B - Fire Suppression

This Proposal includes the following items:

1. Modifications to existing system

This Proposal excludes the following items:

1. Fire lateral line, FDC or any requirement of the pending Civil design.

Division 15C - HVAC

This Proposal includes the following items.

1. Modifications to existing HVAC duct work to a single point of connection at Cleansuite system
2. Modifications to existing exhaust ductwork as needed to accommodate the new layout
3. STERIS to verify HVAC meets CFM/ACH requirements per code utilizing existing supply air.

This Proposal excludes the following items:

1. New RTU locations.
2. Linear diffusers.
3. RTU cages for new RTU's.
4. Roof mounted ductwork.
5. Any and all upgrades to accommodate required air per state health

Division 16A - Electrical

This Proposal includes the following items:

1. Provide modifications to existing electrical and lighting system to accommodate installation of Cleansuite system
2. Conduit and pull strings installed from ORs to mechanical room. Cable and termination by STERIS.

This Proposal excludes the following items:

1. Decorative lighting.
2. NVE/Service
3. New gear.
4. BAS, Security, Voice/Data, CCTV, Cameras, Access Control.

Division 16B – Teledata, Audio Visual, Security, & POS

This Proposal includes the following items:

1. Low voltage allowance included – Hill Rom to be used for Nurse Call.

This Proposal excludes the following items:

1. BAS, Security, Voice/Data. CCTV, Cameras, Access Control.
2. Access control.
3. All low voltage cabling by others.
4. All audio-visual systems.

Division 16C – Card Access

This Proposal includes the following items:

1. Existing card reader at Endo suite to be relocated to new door location.

Division 16D - Fire Alarm

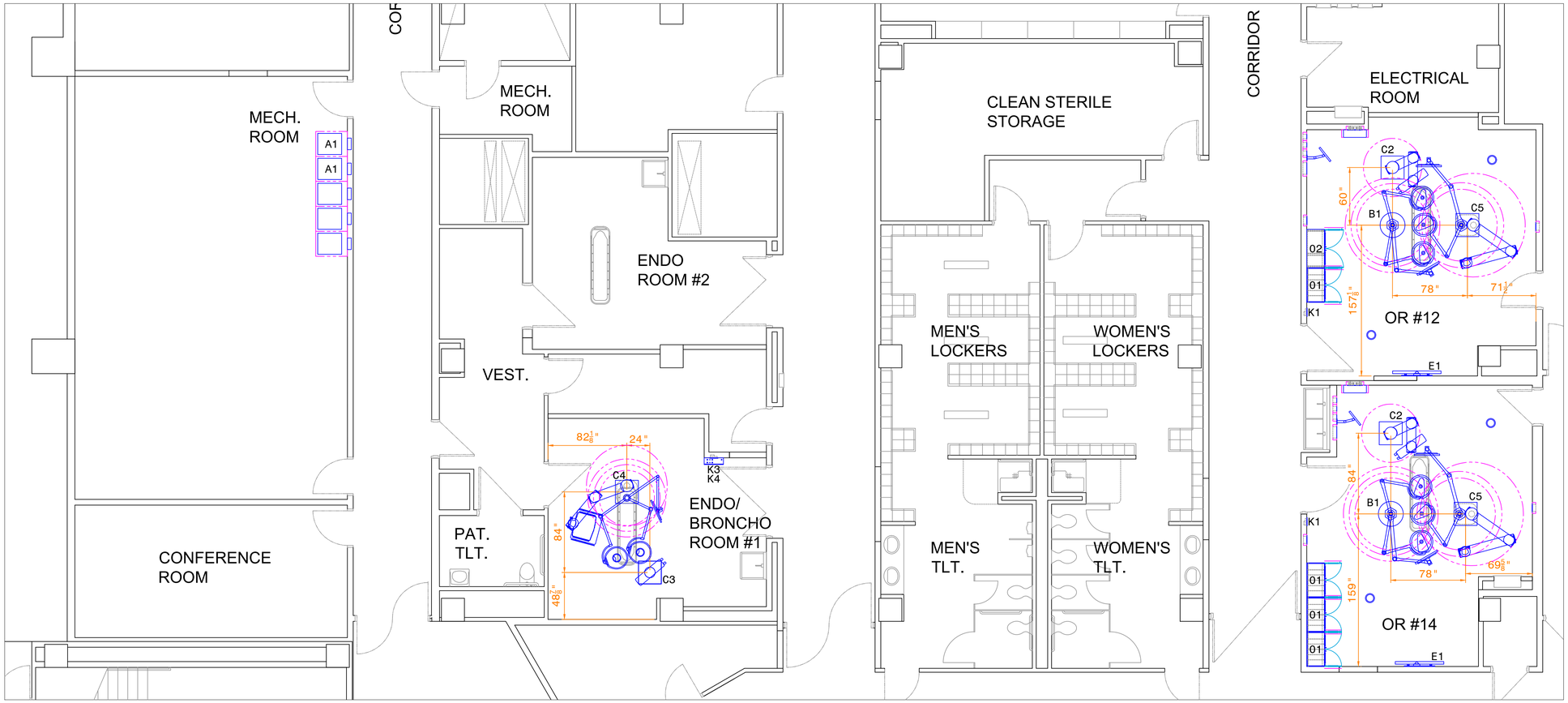
This Proposal includes the following items:

1. Existing Fire Alarm to remain – Honeywell to remove and re-install required devises.

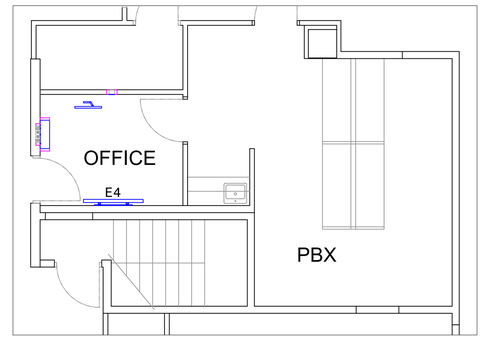
This Proposal excludes the following items:

1. Fire sprinkler monitoring system.
2. Full fire alarm system.
3. Any exploratory borings or line locating that may be required by any Government Agency.
4. Any other requirements of the fire lateral exceeding the $35,000 allowance provided

REVISION HISTORY		
REVISION #	DESCRIPTION	PLANNER/DATE
5	UPDATED & RELOCATED MOUNT B1; ADDED MOUNT C3; REMOVED MOUNT C1; UPDATED INTEGRATION INFORMATION & DETAILS TO CURRENT TEMPLATE STANDARDS; RELOCATED A1 RACKS TO MECH ROOM	JTP/14OCT2021



1 OPERATING ROOMS & RACK ROOM
SCALE: 3/16" = 1'-0"



2 OFFICE
SCALE: 3/16" = 1'-0"

EQUIPMENT LIST

TAG	QTY	DESCRIPTION
O1	4	InnerSpace by Solaire Medical SEB1936TGDS Evolve Tall Cabinet with Cell System - 19.25" Deep x 36" Wide x 84" High/4" Toe Kick/Double Glass Doors/Divided Shelves/AirCore with Brushed Aluminum Finish
O2	1	InnerSpace by Solaire Medical SEB1940TGLC Evolve Tall Cabinet with Cell System - 19.25" Deep x 40" Wide x 84" High/4" Toe Kick/Double Glass Doors/Left Column/AirCore with Brushed Aluminum Finish
A1	2	STERIS Integration Rack
B1	2	Single G Series Gen2-Surgical Light(s) & Accessory Arm(s)
C2	2	HarmonyAIR Fixed-Anesthesia
C3	1	HarmonyAIR-Straight-Drop-Anesthesia
C4	1	Tandem HarmonyAIR Fixed-G Series-Endoscopy, Surgical Light(s) & Accessory Arm(s)
C5	2	Tandem HarmonyAIR Fixed-G Series Gen2-Equipment, Surgical Light(s) & Accessory Arm(s)
E1	2	VividImage W 55" Medical Grade Display - Wall Mounted
E3	1	VividImage W 55" Medical Grade Display - Wall Mounted
E4	1	VividImage W 55" Medical Grade Display - Wall Mounted
K1	2	HarmonyAIR G Series Lighting System Control Center - Recess Mounted/Dual Lightheads/Camera Ready
K3	1	HarmonyAIR G Series Lighting System Control Center - Recessed/Dual Lightheads/Non-Camera Ready
K4	1	HarmonyAIR G Series Remote Panel Control (RPC) - Dual Lighthead/Non-Camera Ready

G SERIES LIGHT CONDUIT SCHEDULE
ENDO/BRONCH ROOM #1

FROM - TO	QUANTITY	SIZE	RESPONSIBILITY
K3 - K4	1	3/4"	ELECTRICAL CONTRACTOR
K4- C4	2	3/4"	ELECTRICAL CONTRACTOR

LIGHT CONDUIT SCHEDULE NOTES
1. INCOMING FROM HOSPITAL 3/4" CONDUIT FOR AC POWER TO K4 (RPC)
2. INCOMING FROM HOSPITAL 3/4" CONDUIT TO HUBS WITH MONITORS
3. LIGHTING CONDUIT RUNS NOT TO EXCEED 25 FEET
4. CONDUIT REQUIREMENTS FOR LIGHTS ALSO REFERENCED WITHIN THE EQUIPMENT DRAWINGS FOR THE SPECIFIED SURGICAL LIGHT WALL CONTROL SYSTEM

STERIS drawings do not supersede the drawings from the architect of record.

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA
LAS VEGAS, NEVADA

PARTIAL FLOOR PLAN
OPERATING ROOMS 12 & 14 & ENDOSCOPY ROOM 1
PROPOSED EQUIPMENT LAYOUT

STERIS
Planning & Design Group
5960 Heisley Road
Mentor, OH 44060 USA
800-548-4873

Dr	CR
Ck	JTP
Date	10DEC2020
Scale	3/16" = 1'-0"

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D2R5-INT
PAGE 1 OF 1

REVISION HISTORY		
REVISION #	DESCRIPTION	PLANNER/DATE
5	UPDATED & RELOCATED MOUNT B1; ADDED MOUNT C3; REMOVED MOUNT C1; UPDATED INTEGRATION INFORMATION & DETAILS TO CURRENT TEMPLATE STANDARDS; RELOCATED A1 RACKS TO MECH ROOM	JTP/14OCT2021

HexaVue

HEXAVUE INSTALLATION GUIDELINES

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA
LAS VEGAS, NEVADA

GENERAL NOTES
1. SEE INFRASTRUCTURE RESPONSIBILITIES PAGE (1A) FOR ADDITIONAL DETAILS & DESCRIPTIONS FOR SPECIFIC STAKEHOLDER RESPONSIBILITIES
2. SUPPLY AND INSTALLATION OF ALL CONDUIT, POWER CIRCUITS, BACK BOXES, ELECTRICAL DEVICES, ELECTRICAL WIRING IS TO BE PROVIDED BY THE CLIENTS ELECTRICAL CONTRACTOR UNLESS NOTED OTHERWISE
3. ONE WIRE HANGER FOR CABLE COILS REQUIRED FOR EACH MOUNT
4. CLIENT CONTRACTOR TO PROVIDE BLANK COVER PLATES FOR ALL JUNCTIONS BOXES WHERE NECESSARY
5. ALL CABLE RUNS OUTSIDE INTEGRATED ROOMS ARE THE RESPONSIBILITY OF HOSPITAL/CONTRACTOR; ALL CABLE RUNS SHOULD BE CONTINUOUS EXCEPT WHERE NOTED
6. 24x24" ACCESS MUST BE PROVIDED WITHIN 36" OF ALL JUNCTION BOXES
7. CABLE RUNS THRU PLENUM SPACE MUST BE PLENUM RATED OR SHALL BE INSTALLED WITH CONDUIT
8. CABLES NOT RUN IN CONDUIT MUST HAVE J-HOOKS EVERY 4' FOR SUPPORT (NOT BY STERIS)
9. WHERE J-HOOKS ARE USED IN CEILING, CONDUIT IS REQUIRED IN ALL CONCEALED LOCATIONS (SIZED PER SCHEDULES)
10. EACH RACK REQUIRES (4) NETWORK PORTS PER O.R.
11. ALL POWER FOR INTEGRATION EQUIPMENT SHOULD COME FROM A SINGLE ELECTRICAL PANEL IN THE OR IT SERVES
12. CONFORMANCE TO NATIONAL, STATE AND LOCAL CODES FOR ELECTRICAL CIRCUITS AND CONDUIT IS THE RESPONSIBILITY OF THE HOSPITAL OR THEIR CONTRACTED ELECTRICIAN
13. THE EQUIPMENT AND ROUGH-IN REQUIREMENTS SHOWN ARE FOR BUDGETARY PLANNING PURPOSES ONLY; EQUIPMENT IS SUBJECT TO CHANGE AND DIFFERENT OPTIONS ARE AVAILABLE TO MEET SPECIFIC CUSTOMER DESIGN CRITERIA; POST-ORDER DRAWINGS WILL REFLECT EXACT EQUIPMENT SPECIFICATIONS, AND REQUIRES CUSTOMER SIGNED APPROVAL
14. USE OF ISOLATED GROUND POWER TO BE DETERMINED BY ELECTRICAL CONTRACTOR

ABBREVIATIONS
A.F.F. = ABOVE FINISHED FLOOR
B.C.P. = BLANK COVER PLATE
C. = CONDUIT
C.P. = COVER PLATE
C.K.T. = CIRCUIT
E.C. = ELECTRICAL CONTRACTOR
I.G. = ISOLATED GROUND (TECHNICAL GROUND)
N.S.E. = NURSE STATION EQUIPMENT

INDEX		
PAGE #	SHEET TITLE	ROOM #
01	TITLE PAGE, INDEX	-
01A	INFRASTRUCTURE RESPONSIBILITIES TERMS & CONDITIONS	-
02	PROPOSED OPERATING ROOM #12 LAYOUT	-
02A	PROPOSED OPERATING ROOM #14 LAYOUT	-
03	PROPOSED OPERATING ROOM CONDUIT RISER DIAGRAM	-
04	PROPOSED EQUIPMENT INSTALLATION DETAILS	-

ALL STERIS TERMS AND CONDITIONS RELATIVE TO STERIS AND CUSTOMER, DESIGNATED CONTRACTOR RESPONSIBILITIES, SITE READINESS, AND CHANGE ORDERS APPLY. THESE WILL BE PROVIDED TO ALL PARTIES ABOVE AT THE PROJECT KICKOFF MEETING BY YOUR STERIS REPRESENTATIVE

STERIS drawings do not supersede the drawings from the architect of record.

STERIS
Planning & Design Group
STERIS Corporation
5960 Heisley Road
Mentor, OH 44060 USA
800-548-4873

HEXAVUE INTEGRATION SYSTEM
TITLE PAGE, INDEX

UNIVERSITY MED. CTR.
OF SOUTHERN NEVADA
LAS VEGAS, NEVADA

Dr	CR
Ck	JTP
Date	10DEC2020
Scale	NA

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PAGE: 01 OF 05

STERIS Responsibilities:

- Provide cable conduit drawings, electrical requirements, and mounting requirements for the room.
- Provide space, structural, and heat load requirements for the base unit.
- Provide site preparation specifications.
- Deliver all custom back boxes, mounting brackets, and construction-related items to the hospital in accordance with the mutually agreed upon construction or renovation schedule.
- Participate in project meetings in person, via conference call or via e-mail.
- Ship equipment in protective and labeled packaging.
- Ship cables and equipment on the scheduled ship date
- Pull and terminate non-plenum cabling inside the OR through specified conduits and junction boxes as specified in the Product Description and Final Project Plan.
- Provide external cables and detailed specifications for the interconnections only if external cabling is specified in the Customer Proposal and Final Project Plan.
- Provide a pre-installation checklist to verify site preparation is complete.
- Mount, install, and connect integration equipment - including video, audio, and control cables, cable terminations, wall cameras, wall monitors (does not include wall mounting brackets), base unit, touch screen control, and surgical monitors - as applicable to project.
- Test and validate integration system to complete customer satisfaction.
- Provide the hospital with a certificate of completion signed by the install team and the hospital.
- Adjust STERIS surgical light brakes as necessary after installation of STERIS monitors.
- In-service hospital staff at the time of the install. Further in-service training may be scheduled as mutually agreed.
- Leave a tidy work area each evening and remove packing material to a customer provided on-site container.

Cabling and Fiber Responsibilities:

- All cables and fiber optic runs to locations outside the OR are the responsibility of the hospital.

Minimum Site Readiness

Successful and efficient installation of a complete integration system requires that the site be carefully prepared according to the project documentation and schematics. A site that is not ready when the installation team arrives will cause delays and additional expenses to both parties. If the installation site is not ready per the mutually agreed specifications, STERIS reserves the right to charge a change order fee and extend the timeline needed to finish project past the planned date given at the project's inception.

To be ready a site should have -

1. All floor work must be complete
2. All painting must be complete
3. All electrical requirements must be installed and powered
4. Room must be clean and free from dust

Customer or Customer's Designated Contractor Responsibilities:

- Ensure that site preparations and construction are complete and ready for final integration installation - including electrical and network connections, finished floor and paint.
- Provide complete room schematics including electrical, mechanical, and equipment location details.
- Install cable conduit, junction boxes, electrical outlets, and mounting brackets according to project specifications.
- Ensure that all electrical requirements comply with local code.
- Ensure space, structural, and heat load requirements are met according to project specs and plan.
- Receive shipment and safely, securely store equipment if shipment arrives prior to requested installation date.
- Provide adequate access from delivery/storage area to installation site.
- Relocate equipment from on-site storage/delivery area to installation site.
- Run all cables outside the OR- Including conduit, J-hooks, penetrations through firewall, video cables, radio antennae cables, or fiber optics to networking hubs and video conferencing hubs, communications closets, conference rooms, centralized nurse desks, rooftop, or other departments.
- Ensure that site preparations and construction are complete and ready for final integration installation - including electrical and network connections, finished floor and paint.
- Proactively schedule the installation in conjunction with the STERIS project manager.
- Provide a minimum of two (2) weeks advance notice for requested changes to the installation schedule.
- Remove old equipment or furniture from the room.
- Provide a clean, dry, dust free environment for equipment storage and installation.
- Provide a secure work site for storing ladders, toolboxes etc. during install.
- Provide easy access to all rooms involved in the installation during normal business hours and upon request after hours.
- Ensure that all non-STERIS or third-party equipment and systems that are to be part of the integrated solution are on-site and functional at the time of installation - otherwise full testing and connections cannot be completed.
- Participate in a final walk-through evaluation of the system followed by a sign-off of the certificate of completion.
- Provide an on-site container for trash, including shipping and packing material. Empty container as needed and on a regular basis.

STERIS drawings do not supersede the drawings from the architect of record.

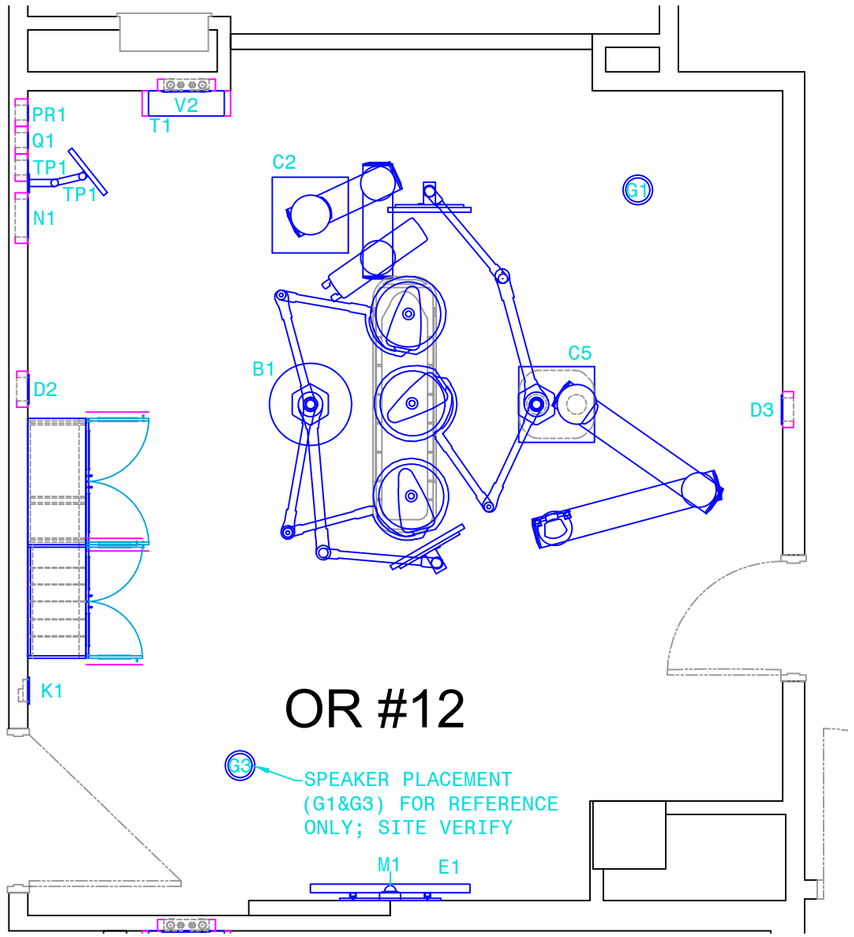
STERIS
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HEXAVUE INTEGRATION SYSTEM
INFRASTRUCTURE RESPONSIBILITIES
TERMS & CONDITIONS

UNIVERSITY MED. CTR.
OF SOUTHERN NEVADA
LAS VEGAS, NEVADA

Dr	CR
Ck	JTP
Date	10DEC2020
Scale	NA

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PAGE: 01A OF 05



INTEGRATION EQUIPMENT SCHEDULE

LEGEND	DESCRIPTION	RESPONSIBILITY
A1	INTEGRATION RACK	STERIS
	WALL MOUNTED 12x12x4" JUNCTION BOX REQUIRED FOR INTEGRATION RACK	ELECTRICAL CONTRACTOR
B1***	SURGICAL LIGHT MOUNT	STERIS
C2***	ANESTHESIA BOOM	STERIS
C5***	TANDEM LIGHT & EQUIPMENT BOOM	STERIS
D2	WALL MOUNTED HUBBELL - RACO 698 4 GANG JUNCTION BOX FOR HD GUEST INPUT	ELECTRICAL CONTRACTOR
D3	WALL MOUNTED HUBBELL - RACO 698 4 GANG JUNCTION BOX FOR HD GUEST INPUT	ELECTRICAL CONTRACTOR
E1	WALL MOUNTED DISPLAY	STERIS
	WALL MOUNTED 4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING REQUIRED FOR WALL MOUNTED DISPLAY	ELECTRICAL CONTRACTOR
K1	SURGICAL LIGHT CONTROLLER	STERIS
M1	IP STATUS ROOM CAMERA/NURSE OBSERVATION SYSTEM	STERIS
	4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING REQUIRED FOR IP CAMERA	ELECTRICAL CONTRACTOR
N1	WALL MOUNTED 12x12x4" JUNCTION BOX	ELECTRICAL CONTRACTOR
PR1	WALL MOUNTED 4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING USED FOR PRINTER	ELECTRICAL CONTRACTOR
	SONY (UP-DR80MD) DIMS: 12.5" X 8.12" X 16.75" APPROX. 25.3LBS	STERIS
	HP (M454DN) DIMS: 16.2" X 18.5" X 11.6" APPROX. 41.7LBS	STERIS
Q1	WALL MOUNTED 4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING USED FOR AUDIO	ELECTRICAL CONTRACTOR
T1	24" H x 24" W X 8" D JUNCTION BOX ABOVE CEILING	ELECTRICAL CONTRACTOR
TP1	TOUCH PANEL	STERIS
	WALL MOUNTED 4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING REQUIRED FOR TOUCH PANEL	ELECTRICAL CONTRACTOR
V2	WALL MOUNTED LEVITON BOX FOR STERIS POWER DISTRIBUTION	ELECTRICAL CONTRACTOR

SHEET NOTES

1. TOUCH PANEL MAY BE MOUNTED ON THE WALL SURFACE; PROPER WALL BACKING MUST BE PROVIDED BY CONTRACTOR IF TOUCH PANEL IS TO BE MOUNTED ON THE WALL
2. (2) QUAD POWER RECEPTACLE AT EACH TOUCH PANEL LOCATION
3. HUBBELL - RACO 698 4 GANG JUNCTION BOXES USED FOR FIBER SOLUTIONS
4. HUBBELL - RACO 698 4 GANG JUNCTION BOXES REQUIRE CONDUIT TO ENTER ON THE RIGHT HALF OF THE BOX
5. HUBBELL - RACO 698 4 GANG JUNCTION BOXES REQUIRE 2" MINIMUM SERVICE CLEARANCE AROUND ALL SIDES OF THE BOX
6. (4) NETWORK PORTS AND (2) 20 AMP QUAD POWER RECEPTACLE AT RACK LOCATION
7. EMERGENCY POWER REQUIRED FOR EQUIPMENT RACK, TOUCH PANELS AND LEVITON BOX
8. THE CUSTOMER/CONTRACTOR IS RESPONSIBLE FOR CUTTING A 4" "MOUSE HOLE" CUTOUT IN THE BOTTOM CENTER OF THE 12X12 METAL COVER PLATE OF THE A1 JUNCTION BOX
9. HOSPITAL TO PROVIDE P.O.E. ENABLED NETWORK CABLE FOR CAMERA
10. A 24" X 24" HINGED ACCESS PANEL IS REQUIRED AT ALL MOUNTS. COORDINATE LOCATION & PARAMETERS OF ACCESS PANELS FOR MOUNTS AND ELECTRICAL BOXES WITH STERIS REPRESENTATIVE

INTEGRATION CONDUIT SCHEDULE

FROM - TO	QUANTITY	SIZE	RESPONSIBILITY
T1 - A1	2	2"	ELECTRICAL CONTRACTOR
T1 - B1	1	1.5"	ELECTRICAL CONTRACTOR
T1 - C2	1	1.5"	ELECTRICAL CONTRACTOR
T1 - C5	1	1.5"	ELECTRICAL CONTRACTOR
T1 - D2	1	1.5"	ELECTRICAL CONTRACTOR
T1 - D3	1	1.5"	ELECTRICAL CONTRACTOR
T1 - E1	1	1"	ELECTRICAL CONTRACTOR
T1 - K1	1	1"	ELECTRICAL CONTRACTOR
T1 - N1	2	2"	ELECTRICAL CONTRACTOR
N1 - PR1	1	1.25"	ELECTRICAL CONTRACTOR
N1 - Q1	1	1"	ELECTRICAL CONTRACTOR
T1 - TP1	1	1.25"	ELECTRICAL CONTRACTOR
T1 - V2	2	1.5"	ELECTRICAL CONTRACTOR
M1 - HOSPITAL NETWORK	1	1"	ELECTRICAL CONTRACTOR

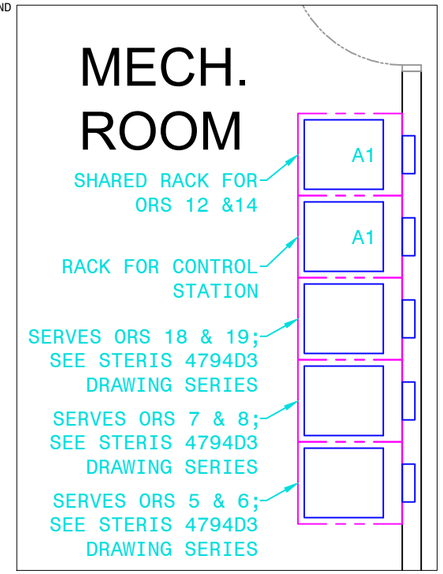
G SERIES LIGHT CONDUIT SCHEDULE

FROM - TO	QUANTITY	SIZE	RESPONSIBILITY
K1 - B1	1	.75"	ELECTRICAL CONTRACTOR
B1 - C5	1	.75"	ELECTRICAL CONTRACTOR

LIGHT CONDUIT SCHEDULE NOTES

1. .75" CONDUIT FOR AC POWER TO B1 (PRIMARY HUB)
2. LIGHTING CONDUIT RUNS NOT TO EXCEED 25 FEET
3. CONDUIT REQUIREMENTS FOR LIGHTS AND CONNECT POINT ALSO REFERENCED WITHIN THE EQUIPMENT DRAWINGS FOR THE SPECIFIED SURGICAL LIGHT WALL CONTROL SYSTEM

***ALL LIGHT MOUNTS (B) REQUIRE 2 J-HOOKS EACH, 8" APART **-OR-** EQUIVALENT SUSPENSION POINTS ABOVE THE STRUCTURAL MOUNTING PLATE



STERIS drawings do not supersede the drawings from the architect of record.

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HEXAVUE INTEGRATION SYSTEM
PROPOSED OPERATING ROOM #12
LAYOUT

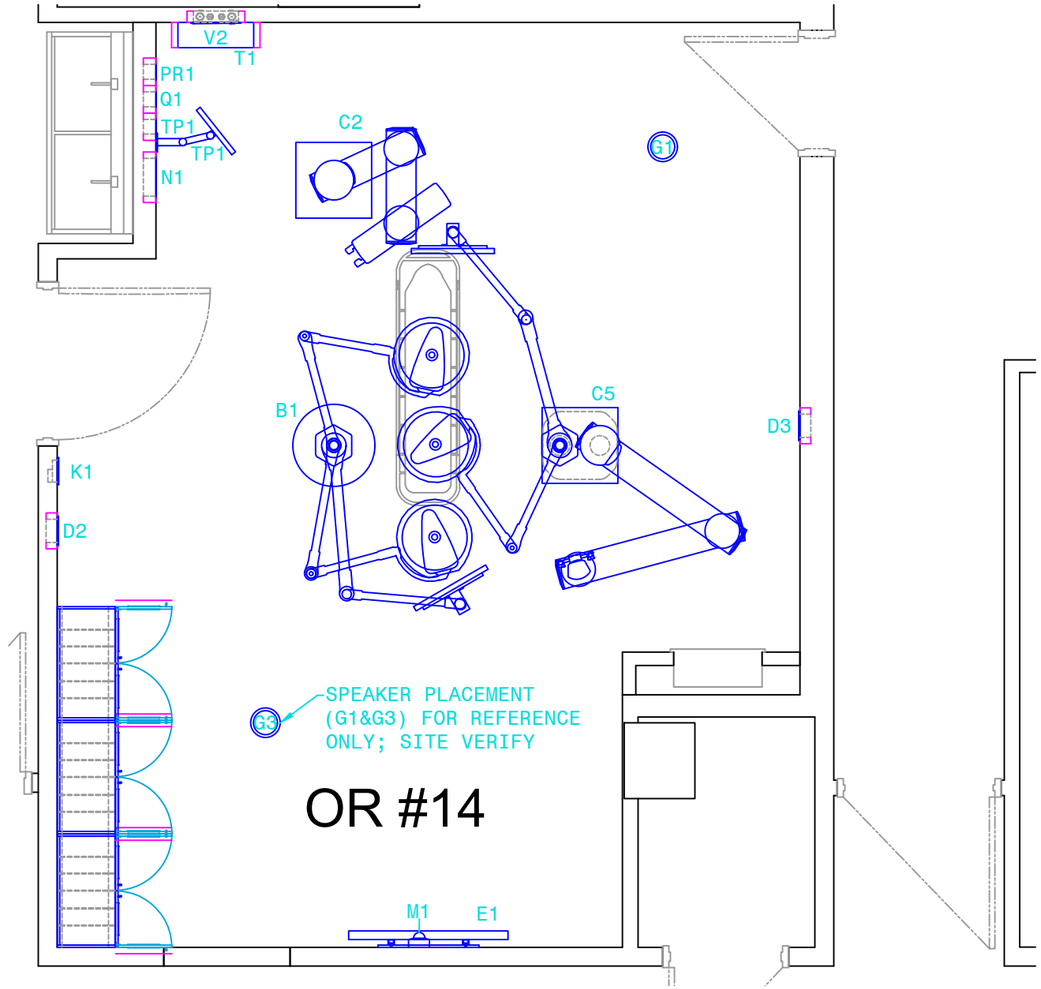
UNIVERSITY MED. CTR.
OF SOUTHERN NEVADA
LAS VEGAS, NEVADA

Dr	CR
Ck	JTP
Date	10DEC2020
Scale	NA

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INTEGRATION EQUIPMENT SCHEDULE

LEGEND	DESCRIPTION	RESPONSIBILITY
A1	INTEGRATION RACK	STERIS
	WALL MOUNTED 12x12x4" JUNCTION BOX REQUIRED FOR INTEGRATION RACK	ELECTRICAL CONTRACTOR
B1***	SURGICAL LIGHT MOUNT	STERIS
C2***	ANESTHESIA BOOM	STERIS
C5***	TANDEM LIGHT & EQUIPMENT BOOM	STERIS
D2	WALL MOUNTED HUBBELL - RACO 698 4 GANG JUNCTION BOX FOR HD GUEST INPUT	ELECTRICAL CONTRACTOR
D3	WALL MOUNTED HUBBELL - RACO 698 4 GANG JUNCTION BOX FOR HD GUEST INPUT	ELECTRICAL CONTRACTOR
E1	WALL MOUNTED DISPLAY	STERIS
	WALL MOUNTED 4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING REQUIRED FOR WALL MOUNTED DISPLAY	ELECTRICAL CONTRACTOR
K1	SURGICAL LIGHT CONTROLLER	STERIS
M1	IP STATUS ROOM CAMERA/NURSE OBSERVATION SYSTEM	STERIS
	4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING REQUIRED FOR IP CAMERA	ELECTRICAL CONTRACTOR
N1	WALL MOUNTED 12x12x4" JUNCTION BOX	ELECTRICAL CONTRACTOR
PR1	WALL MOUNTED 4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING USED FOR PRINTER	ELECTRICAL CONTRACTOR
	SONY (UP-DR80MD) DIMS: 12.5" X 8.12" X 16.75" APPROX. 25.3LBS	STERIS
	HP (M454DN) DIMS: 16.2" X 18.5" X 11.6" APPROX. 41.7LBS	STERIS
Q1	WALL MOUNTED 4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING USED FOR AUDIO	ELECTRICAL CONTRACTOR
T1	24" H x 24" W X 8" D JUNCTION BOX ABOVE CEILING	ELECTRICAL CONTRACTOR
TP1	TOUCH PANEL	STERIS
	WALL MOUNTED 4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING REQUIRED FOR TOUCH PANEL	ELECTRICAL CONTRACTOR
V2	WALL MOUNTED LEVITON BOX FOR STERIS POWER DISTRIBUTION	ELECTRICAL CONTRACTOR

INTEGRATION CONDUIT SCHEDULE

FROM - TO	QUANTITY	SIZE	RESPONSIBILITY
T1 - A1	2	2"	ELECTRICAL CONTRACTOR
T1 - B1	1	1.5"	ELECTRICAL CONTRACTOR
T1 - C2	1	1.5"	ELECTRICAL CONTRACTOR
T1 - C5	1	1.5"	ELECTRICAL CONTRACTOR
T1 - D2	1	1.5"	ELECTRICAL CONTRACTOR
T1 - D3	1	1.5"	ELECTRICAL CONTRACTOR
T1 - E1	1	1"	ELECTRICAL CONTRACTOR
T1 - K1	1	1"	ELECTRICAL CONTRACTOR
T1 - N1	2	2"	ELECTRICAL CONTRACTOR
N1 - PR1	1	1.25"	ELECTRICAL CONTRACTOR
N1 - Q1	1	1"	ELECTRICAL CONTRACTOR
T1 - TP1	1	1.25"	ELECTRICAL CONTRACTOR
T1 - V2	2	1.5"	ELECTRICAL CONTRACTOR
M1 - HOSPITAL NETWORK	1	1"	ELECTRICAL CONTRACTOR

G SERIES LIGHT CONDUIT SCHEDULE

FROM - TO	QUANTITY	SIZE	RESPONSIBILITY
K1 - B1	1	.75"	ELECTRICAL CONTRACTOR
B1 - C5	1	.75"	ELECTRICAL CONTRACTOR

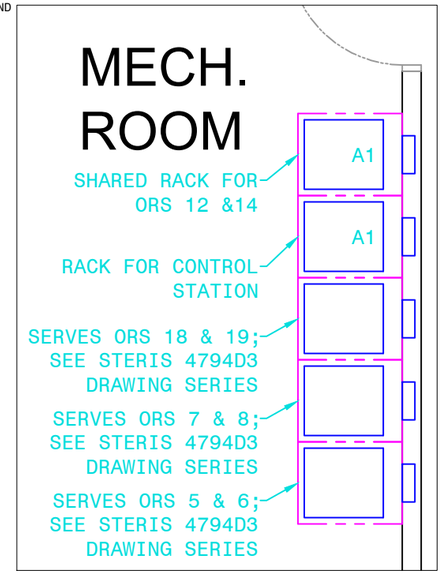
LIGHT CONDUIT SCHEDULE NOTES

1. .75" CONDUIT FOR AC POWER TO B1 (PRIMARY HUB)
2. LIGHTING CONDUIT RUNS NOT TO EXCEED 25 FEET
3. CONDUIT REQUIREMENTS FOR LIGHTS AND CONNECT POINT ALSO REFERENCED WITHIN THE EQUIPMENT DRAWINGS FOR THE SPECIFIED SURGICAL LIGHT WALL CONTROL SYSTEM

***ALL LIGHT MOUNTS (B) REQUIRE 2 J-HOOKS EACH, 8" APART **-OR-** EQUIVALENT SUSPENSION POINTS ABOVE THE STRUCTURAL MOUNTING PLATE

SHEET NOTES

1. TOUCH PANEL MAY BE MOUNTED ON THE WALL SURFACE; PROPER WALL BACKING MUST BE PROVIDED BY CONTRACTOR IF TOUCH PANEL IS TO BE MOUNTED ON THE WALL
2. (2) QUAD POWER RECEPTACLE AT EACH TOUCH PANEL LOCATION
3. HUBBELL - RACO 698 4 GANG JUNCTION BOXES USED FOR FIBER SOLUTIONS
4. HUBBELL - RACO 698 4 GANG JUNCTION BOXES REQUIRE CONDUIT TO ENTER ON THE RIGHT HALF OF THE BOX
5. HUBBELL - RACO 698 4 GANG JUNCTION BOXES REQUIRE 2" MINIMUM SERVICE CLEARANCE AROUND ALL SIDES OF THE BOX
6. (4) NETWORK PORTS AND (2) 20 AMP QUAD POWER RECEPTACLE AT RACK LOCATION
7. EMERGENCY POWER REQUIRED FOR EQUIPMENT RACK, TOUCH PANELS AND LEVITON BOX
8. THE CUSTOMER/CONTRACTOR IS RESPONSIBLE FOR CUTTING A 4" "MOUSE HOLE" CUTOUT IN THE BOTTOM CENTER OF THE 12X12 METAL COVER PLATE OF THE A1 JUNCTION BOX
9. HOSPITAL TO PROVIDE P.O.E. ENABLED NETWORK CABLE FOR CAMERA
10. A 24" X 24" HINGED ACCESS PANEL IS REQUIRED AT ALL MOUNTS. COORDINATE LOCATION & PARAMETERS OF ACCESS PANELS FOR MOUNTS AND ELECTRICAL BOXES WITH STERIS REPRESENTATIVE



STERIS drawings do not supersede the drawings from the architect of record.

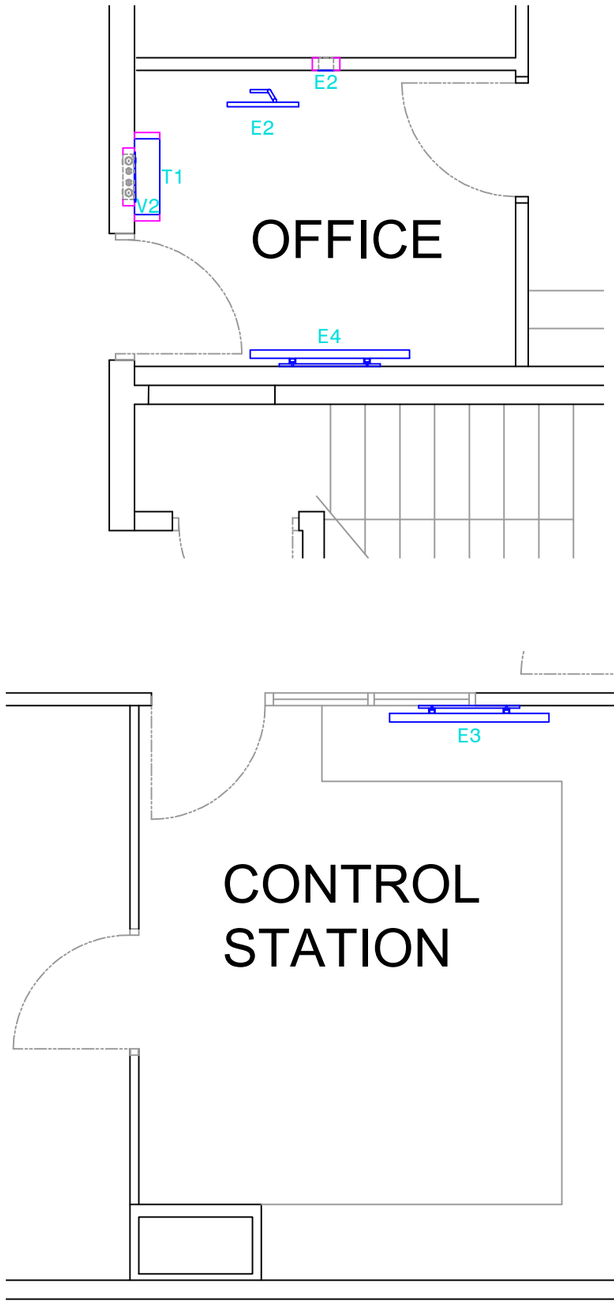
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HEXAVUE INTEGRATION SYSTEM
PROPOSED OPERATING ROOM #14
LAYOUT

UNIVERSITY MED. CTR.
OF SOUTHERN NEVADA
LAS VEGAS, NEVADA

Dr	CR
Ck	JTP
Date	10DEC2020
Scale	NA

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PAGE: 02A OF 05



INTEGRATION EQUIPMENT SCHEDULE

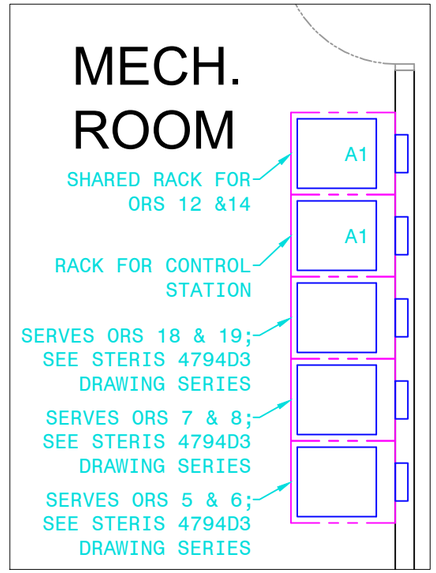
LEGEND	DESCRIPTION	RESPONSIBILITY
A1	INTEGRATION RACK	STERIS
	WALL MOUNTED 12x12x4" JUNCTION BOX REQUIRED FOR INTEGRATION RACK	ELECTRICAL CONTRACTOR
E2	DESKTOP DISPLAY	STERIS
	WALL MOUNTED 4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING REQUIRED FOR ROOM VIEW PC	ELECTRICAL CONTRACTOR
E3	WALL MOUNTED DISPLAY	STERIS
	WALL MOUNTED 4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING REQUIRED FOR WALL MOUNTED DISPLAY	ELECTRICAL CONTRACTOR
E4	WALL MOUNTED DISPLAY	STERIS
	WALL MOUNTED 4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING REQUIRED FOR WALL MOUNTED DISPLAY	ELECTRICAL CONTRACTOR
T1	24" H x 24" W X 8" D JUNCTION BOX ABOVE CEILING	ELECTRICAL CONTRACTOR
V2	WALL MOUNTED LEVITON BOX FOR STERIS POWER DISTRIBUTION	ELECTRICAL CONTRACTOR

INTEGRATION CONDUIT SCHEDULE

FROM - TO	QUANTITY	SIZE	RESPONSIBILITY
T1 - A1	2	2"	ELECTRICAL CONTRACTOR
T1 - E2	1	1"	ELECTRICAL CONTRACTOR
T1 - E3	1	1"	ELECTRICAL CONTRACTOR
T1 - E4	1	1"	ELECTRICAL CONTRACTOR
T1 - V2	2	1.5"	ELECTRICAL CONTRACTOR

SHEET NOTES

1. HUBBELL - RACO 698 4 GANG JUNCTION BOXES USED FOR FIBER SOLUTIONS
2. HUBBELL - RACO 698 4 GANG JUNCTION BOXES REQUIRE CONDUIT TO ENTER ON THE RIGHT HALF OF THE BOX
3. HUBBELL - RACO 698 4 GANG JUNCTION BOXES REQUIRE 2" MINIMUM SERVICE CLEARANCE AROUND ALL SIDES OF THE BOX
4. (4) NETWORK PORTS AND (2) 20 AMP QUAD POWER RECEPTACLE AT RACK LOCATION
5. EMERGENCY POWER REQUIRED FOR EQUIPMENT RACK AND LEVITON BOX
6. THE CUSTOMER/CONTRACTOR IS RESPONSIBLE FOR CUTTING A 4" "MOUSE HOLE" CUTOUT IN THE BOTTOM CENTER OF THE 12X12 METAL COVER PLATE OF THE A1 JUNCTION BOX
7. HOSPITAL TO PROVIDE P.O.E. ENABLED NETWORK CABLE FOR CAMERA



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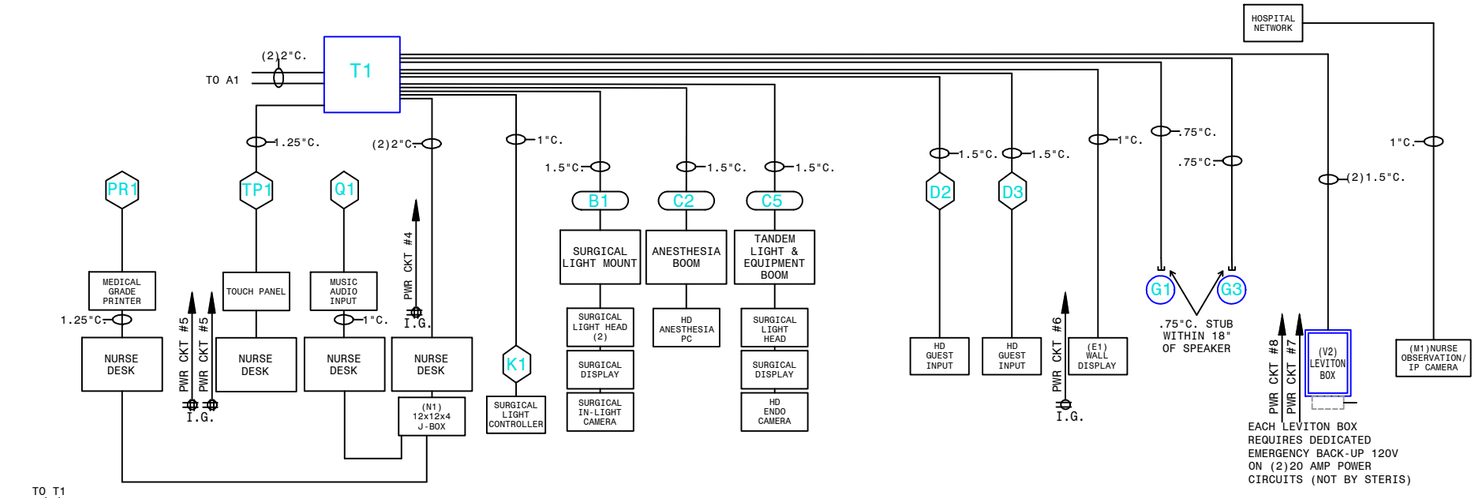
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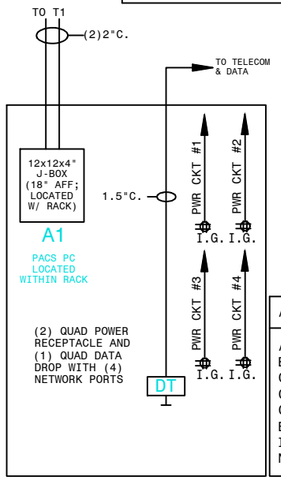
HEXAVUE INTEGRATION SYSTEM
PROPOSED CONTROL STATION
AND OFFICE LAYOUTS

UNIVERSITY MED. CTR.
OF SOUTHERN NEVADA
LAS VEGAS, NEVADA

Dr	CR
Ck	JTP
Date	10DEC2020
Scale	NA

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STERIS IS NOT RESPONSIBLE FOR SPEC-ING POWER OR DATA REQUIREMENTS OF NON-STERIS PROVIDED EQUIPMENT

JUNCTION BOX SCHEDULE

J-BOX #	SIZE	TYPE	MOUNTING
A1	12"H X 12"W X 4"D	PULL BOX	IN WALL
N1	12"H X 12"W X 4"D	PULL BOX	IN WALL
T1	24"H X 24"W X 8"D	NEMA 1, SCREW COVER	ABOVE CEILING

JUNCTION BOX SCHEDULE NOTES

1. ALL BOXES ARE PROVIDED BY THE CLIENTS CONTRACTOR UNLESS NOTED OTHERWISE
2. MOUNTING REQUIREMENTS SHOWN ARE THE DEFAULT REQUIREMENTS UNLESS OTHERWISE NOTED/DETAILED
3. ALL BOXES AND COVER PLATES ARE PROVIDED BY THE CLIENTS CONTRACTOR UNLESS NOTED OTHERWISE
4. MOUNTING REQUIREMENTS SHOWN ARE THE DEFAULT REQUIREMENTS UNLESS OTHERWISE NOTED/DETAILED
5. BOXES/OUTLETS/RECEPTACLES LOCATED ABOVE THE CEILING MUST BE WITHIN 18" OF THE CEILING AND BE ACCESSIBLE FROM THE SPACE BELOW; CLIENT/G.C. TO PROVIDE SUITABLE CEILING ACCESS PANELS AT DEVICE LOCATIONS
6. T1 JUNCTION BOX - 24" x 24" x 8" (MOUNTED VERTICALLY; NOT BY STERIS); ALL FIELD CONDUITS AND (2)2" CONDUIT TO RACK (A1); 24" X 24" CEILING ACCESS PANEL REQUIRED FOR SERVICE ACCESS; ALL CONDUIT TO ENTER T1 BOX ANYWHERE EXCEPT FOR THE BACK SIDE; T1 BOX SHOULD NOT BE HIGHER THAN 12' ABOVE FINISHED FLOOR
7. THE CUSTOMER/CONTRACTOR IS RESPONSIBLE FOR CUTTING A 4" "MOUSE HOLE" CUTOUT IN THE BOTTOM CENTER OF THE 12X12 METAL COVER PLATE OF THE A1 JUNCTION BOX
NOT TO BE LOCATED DIRECTLY ABOVE NURSE DESKS OR ANY OTHER FIXED EQUIPMENT

CONDUIT NOTES

1. IF A DIRECT CONNECTION IS NEEDED BETWEEN TWO PIECES OF EQUIPMENT, CONDUIT MUST BE RUN
2. EXACT CONDUIT PATH DETERMINED BY ELECTRICAL CONTRACTOR
3. CONDUIT SHOULD NOT EXCEED 50'
4. MUST BE A PULL BOX FOR EVERY 270° OF CONDUIT BEND
5. ALL CONDUITS SHOULD BE PROVIDED WITH PULL STRINGS AND MUST HAVE INSULATED BUSHINGS ON ALL OPEN ENDS
6. USE OF FLEXIBLE CONDUIT IS NOT ACCEPTABLE
7. STERIS WILL NOT BE RESPONSIBLE FOR FIRE STOPPING IN ANY FORM

ABBREVIATIONS

A.F.F. = ABOVE FINISHED FLOOR
B.C.P. = BLANK COVER PLATE
C. = CONDUIT
C.P. = COVER PLATE
C.K.T. = CIRCUIT
E.C. = ELECTRICAL CONTRACTOR
I.G. = ISOLATED GROUND (TECHNICAL GROUND)
N.S.E. = NURSE STATION EQUIPMENT

RISER LEGEND

SYMBOL	DESCRIPTION	MOUNTING/COMMENT
AP	CEILING ACCESS PANEL	FOR REQUIRED ACCESS TO BOXES
B1	EQUIPMENT LABEL	DENOTED CEILING MOUNT
N1	CONDUIT OR CABLE RUN	JUNCTION BOX REFERENCE
	CONDUIT STUB OUT	CONDUIT STUB OUT WITH BUSHING
S1	CEILING SPEAKER	CEILING, FLUSH, RECEPTACLE HEIGHT
I.G.	DUPLEX I.G. POWER RECEPTACLE	WALL, FLUSH, RECEPTACLE HEIGHT
I.G.	QUAD I.G. POWER RECEPTACLE	WALL, FLUSH, RECEPTACLE HEIGHT
DT	DATA/TELEPHONE BOX	WALL, FLUSH, RECEPTACLE HEIGHT

INTEGRATION EQUIPMENT SCHEDULE

LEGEND	DESCRIPTION	RESPONSIBILITY
A1	INTEGRATION RACK	STERIS
	WALL MOUNTED 12x12x4" JUNCTION BOX REQUIRED FOR INTEGRATION RACK	ELECTRICAL CONTRACTOR
B1***	SURGICAL LIGHT MOUNT	STERIS
C2***	ANESTHESIA BOOM	STERIS
C5***	TANDEM LIGHT & EQUIPMENT BOOM	STERIS
D2	WALL MOUNTED HUBBELL - RACO 698 4 GANG JUNCTION BOX FOR HD GUEST INPUT	ELECTRICAL CONTRACTOR
D3	WALL MOUNTED HUBBELL - RACO 698 4 GANG JUNCTION BOX FOR HD GUEST INPUT	ELECTRICAL CONTRACTOR
E1	WALL MOUNTED DISPLAY	STERIS
	WALL MOUNTED 4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING REQUIRED FOR WALL MOUNTED DISPLAY	ELECTRICAL CONTRACTOR
K1	SURGICAL LIGHT CONTROLLER	STERIS
M1	IP STATUS ROOM CAMERA/NURSE OBSERVATION SYSTEM	STERIS
	4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING REQUIRED FOR IP CAMERA	ELECTRICAL CONTRACTOR
N1	WALL MOUNTED 12x12x4" JUNCTION BOX	ELECTRICAL CONTRACTOR
PR1	WALL MOUNTED 4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING USED FOR PRINTER	ELECTRICAL CONTRACTOR
	SONY (UP-DR80MD) DIMS: 12.5" X 8.12" X 16.75" APPROX. 25.3LBS	STERIS
	HP (M454DN) DIMS: 16.2" X 18.5" X 11.6" APPROX. 41.7LBS	STERIS
Q1	WALL MOUNTED 4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING USED FOR AUDIO	ELECTRICAL CONTRACTOR
T1	24" H x 24" W X 8" D JUNCTION BOX ABOVE CEILING	ELECTRICAL CONTRACTOR
TP1	TOUCH PANEL	STERIS
	WALL MOUNTED 4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING REQUIRED FOR TOUCH PANEL	ELECTRICAL CONTRACTOR
V2	WALL MOUNTED LEVITON BOX FOR STERIS POWER DISTRIBUTION	ELECTRICAL CONTRACTOR

SHEET NOTES

1. TOUCH PANEL MAY BE MOUNTED ON THE WALL SURFACE; PROPER WALL BACKING MUST BE PROVIDED BY CONTRACTOR IF TOUCH PANEL IS TO BE MOUNTED ON THE WALL
2. (2) QUAD POWER RECEPTACLE AT EACH TOUCH PANEL LOCATION
3. HUBBELL - RACO 698 4 GANG JUNCTION BOXES USED FOR FIBER SOLUTIONS
4. HUBBELL - RACO 698 4 GANG JUNCTION BOXES REQUIRE CONDUIT TO ENTER ON THE RIGHT HALF OF THE BOX
5. HUBBELL - RACO 698 4 GANG JUNCTION BOXES REQUIRE 2" MINIMUM SERVICE CLEARANCE AROUND ALL SIDES OF THE BOX
6. (4) NETWORK PORTS AND (2) 20 AMP QUAD POWER RECEPTACLE AT RACK LOCATION
7. EMERGENCY POWER REQUIRED FOR EQUIPMENT RACK, TOUCH PANELS AND LEVITON BOX
8. THE CUSTOMER/CONTRACTOR IS RESPONSIBLE FOR CUTTING A 4" "MOUSE HOLE" CUTOUT IN THE BOTTOM CENTER OF THE 12X12 METAL COVER PLATE OF THE A1 JUNCTION BOX
9. HOSPITAL TO PROVIDE P.O.E. ENABLED NETWORK CABLE FOR CAMERA
10. A 24" X 24" HINGED ACCESS PANEL IS REQUIRED AT ALL MOUNTS. COORDINATE LOCATION & PARAMETERS OF ACCESS PANELS FOR MOUNTS AND ELECTRICAL BOXES WITH STERIS REPRESENTATIVE

STERIS drawings do not supersede the drawings from the architect of record.

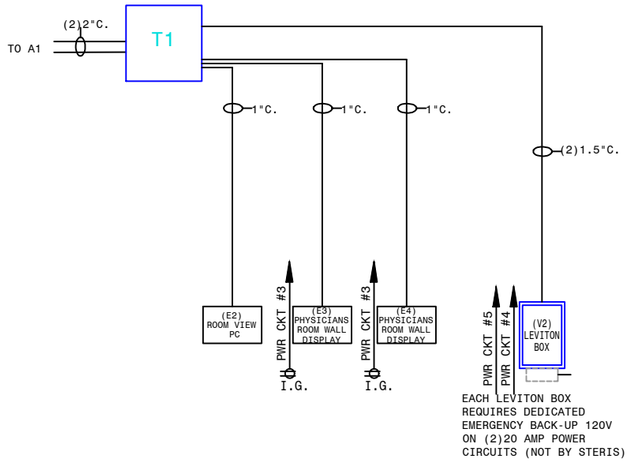
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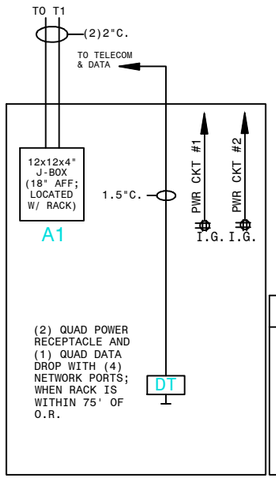
HEXAVUE INTEGRATION SYSTEM
PROPOSED OPERATING ROOM
CONDUIT RISER DIAGRAM

UNIVERSITY MED. CTR.
OF SOUTHERN NEVADA
LAS VEGAS, NEVADA

Dr	CR
Ck	JTP
Date	10DEC2020
Scale	NA

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B-D2R5-INT
PAGE: 03 OF 05





ABBREVIATIONS
A.F.F. = ABOVE FINISHED FLOOR B.C.P. = BLANK COVER PLATE C. = CONDUIT C.P. = COVER PLATE C.K.T. = CIRCUIT E.C. = ELECTRICAL CONTRACTOR I.G. = ISOLATED GROUND (TECHNICAL GROUND) N.S.E. = NURSE STATION EQUIPMENT

RISER LEGEND		
SYMBOL	DESCRIPTION	MOUNTING/COMMENT
AP	CEILING ACCESS PANEL	FOR REQUIRED ACCESS TO BOXES
B1	EQUIPMENT LABEL	DENOTED CEILING MOUNT
N1	CONDUIT OR CABLE RUN	JUNCTION BOX REFERENCE
	CONDUIT STUB OUT	CONDUIT STUB OUT WITH BUSHING
S1	CEILING SPEAKER	CEILING, FLUSH, RECEPTACLE HEIGHT
I.G.	DUPLEX I.G. POWER RECEPTACLE	WALL, FLUSH, RECEPTACLE HEIGHT
I.G.	QUAD I.G. POWER RECEPTACLE	WALL, FLUSH, RECEPTACLE HEIGHT
DT	DATA/TELEPHONE BOX	WALL, FLUSH, RECEPTACLE HEIGHT

STERIS IS NOT RESPONSIBLE FOR SPEC-ING POWER OR DATA REQUIREMENTS OF NON-STERIS PROVIDED EQUIPMENT

JUNCTION BOX SCHEDULE			
J-BOX #	SIZE	TYPE	MOUNTING
A1	12"H X 12"W X 4"D	PULL BOX	IN WALL
T1	24"H X 24"W X 8"D	NEMA 1, SCREW COVER	ABOVE CEILING

JUNCTION BOX SCHEDULE NOTES

1. ALL BOXES ARE PROVIDED BY THE CLIENTS CONTRACTOR UNLESS NOTED OTHERWISE
2. MOUNTING REQUIREMENTS SHOWN ARE THE DEFAULT REQUIREMENTS UNLESS OTHERWISE NOTED/DETAILED
3. ALL BOXES AND COVER PLATES ARE PROVIDED BY THE CLIENTS CONTRACTOR UNLESS NOTED OTHERWISE
4. MOUNTING REQUIREMENTS SHOWN ARE THE DEFAULT REQUIREMENTS UNLESS OTHERWISE NOTED/DETAILED
5. BOXES/OUTLETS/RECEPTACLES LOCATED ABOVE THE CEILING MUST BE WITHIN 18" OF THE CEILING AND BE ACCESSIBLE FROM THE SPACE BELOW; CLIENT/G.C. TO PROVIDE SUITABLE CEILING ACCESS PANELS AT DEVICE LOCATIONS
6. T1 JUNCTION BOX - 24" x 24" x 8" (MOUNTED VERTICALLY; NOT BY STERIS); ALL FIELD CONDUITS AND (2)2" CONDUIT TO RACK (A1); 24" X 24" CEILING ACCESS PANEL REQUIRED FOR SERVICE ACCESS; ALL CONDUIT TO ENTER T1 BOX ANYWHERE EXCEPT FOR THE BACK SIDE; T1 BOX SHOULD NOT BE HIGHER THAN 12' ABOVE FINISHED FLOOR
7. THE CUSTOMER/CONTRACTOR IS RESPONSIBLE FOR CUTTING A 4" "MOUSE HOLE" CUTOUT IN THE BOTTOM CENTER OF THE 12X12 METAL COVER PLATE OF THE A1 JUNCTION BOX

NOT TO BE LOCATED DIRECTLY ABOVE NURSE DESKS OR ANY OTHER FIXED EQUIPMENT

CONDUIT NOTES

1. IF A DIRECT CONNECTION IS NEEDED BETWEEN TWO PIECES OF EQUIPMENT, CONDUIT MUST BE RUN
2. EXACT CONDUIT PATH DETERMINED BY ELECTRICAL CONTRACTOR
3. CONDUIT SHOULD NOT EXCEED 50'
4. MUST BE A PULL BOX FOR EVERY 270° OF CONDUIT BEND
5. ALL CONDUITS SHOULD BE PROVIDED WITH PULL STRINGS AND MUST HAVE INSULATED BUSHINGS ON ALL OPEN ENDS
6. USE OF FLEXIBLE CONDUIT IS NOT ACCEPTABLE
7. STERIS WILL NOT BE RESPONSIBLE FOR FIRE STOPPING IN ANY FORM

INTEGRATION EQUIPMENT SCHEDULE		
LEGEND	DESCRIPTION	RESPONSIBILITY
A1	INTEGRATION RACK	STERIS
	WALL MOUNTED 12x12x4" JUNCTION BOX REQUIRED FOR INTEGRATION RACK	ELECTRICAL CONTRACTOR
E2	DESKTOP DISPLAY	STERIS
	WALL MOUNTED 4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING REQUIRED FOR ROOM VIEW PC	ELECTRICAL CONTRACTOR
E3	WALL MOUNTED DISPLAY	STERIS
	WALL MOUNTED 4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING REQUIRED FOR WALL MOUNTED DISPLAY	ELECTRICAL CONTRACTOR
E4	WALL MOUNTED DISPLAY	STERIS
	WALL MOUNTED 4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING REQUIRED FOR WALL MOUNTED DISPLAY	ELECTRICAL CONTRACTOR
T1	24" H x 24" W X 8" D JUNCTION BOX ABOVE CEILING	ELECTRICAL CONTRACTOR
V2	WALL MOUNTED LEVITON BOX FOR STERIS POWER DISTRIBUTION	ELECTRICAL CONTRACTOR

SHEET NOTES

1. HUBBELL - RACO 698 4 GANG JUNCTION BOXES USED FOR FIBER SOLUTIONS
2. HUBBELL - RACO 698 4 GANG JUNCTION BOXES REQUIRE CONDUIT TO ENTER ON THE RIGHT HALF OF THE BOX
3. HUBBELL - RACO 698 4 GANG JUNCTION BOXES REQUIRE 2" MINIMUM SERVICE CLEARANCE AROUND ALL SIDES OF THE BOX
4. (4) NETWORK PORTS AND (2) 20 AMP QUAD POWER RECEPTACLE AT RACK LOCATION
5. EMERGENCY POWER REQUIRED FOR EQUIPMENT RACK AND LEVITON BOX
6. THE CUSTOMER/CONTRACTOR IS RESPONSIBLE FOR CUTTING A 4" "MOUSE HOLE" CUTOUT IN THE BOTTOM CENTER OF THE 12X12 METAL COVER PLATE OF THE A1 JUNCTION BOX
7. HOSPITAL TO PROVIDE P.O.E. ENABLED NETWORK CABLE FOR CAMERA

STERIS drawings do not supersede the drawings from the architect of record.

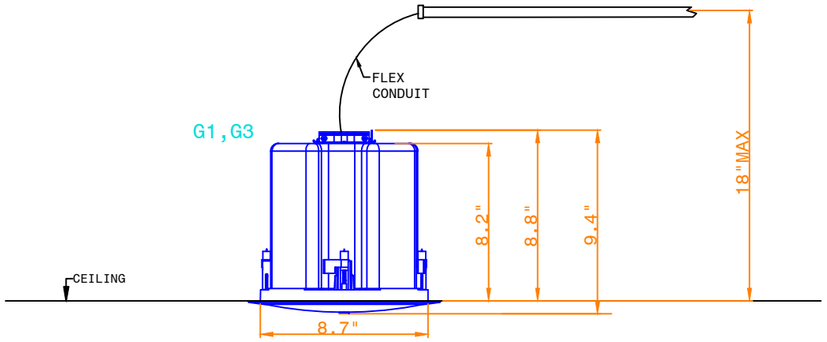
STERIS
Planning & Design Group
STERIS Corporation
5960 Heisley Road
Mentor, OH 44060 USA
800-548-4873

HEXAVUE INTEGRATION SYSTEM
PROPOSED CONTROL STATION &
OFFICE CONDUIT RISER DIAGRAM

UNIVERSITY MED. CTR.
OF SOUTHERN NEVADA
LAS VEGAS, NEVADA

Dr	CR
Ck	JTP
Date	10DEC2020
Scale	NA

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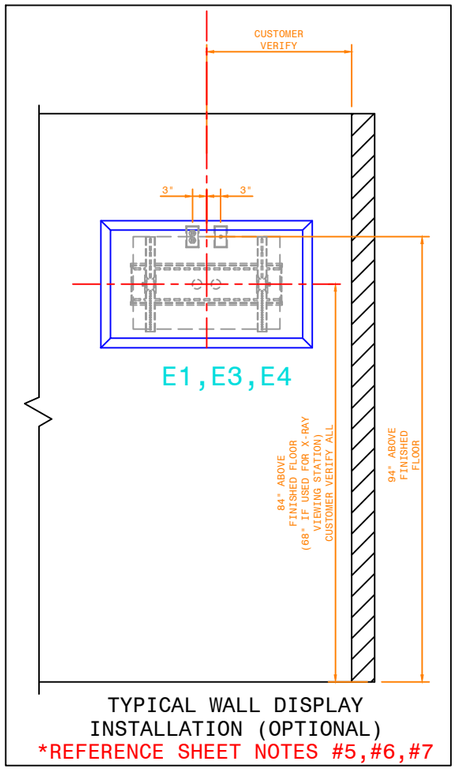
TYPICAL JBL 16C/T SPEAKER INSTALLATION (OPTIONAL)
*REFERENCE SHEET NOTE #4

EQUIPMENT SCHEDULE

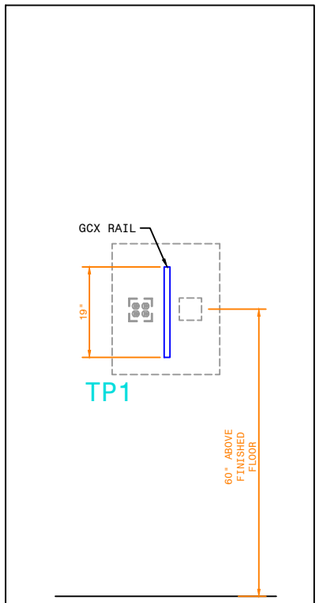
LEGEND	DESCRIPTION	RESPONSIBILITY
G1,G3	CEILING SPEAKER, 8.7" DIAMETER x 8.8" HEIGHT; 7.4 LB	STERIS
E1,E3,E4	WALL MOUNTED DISPLAY	STERIS
K1	SURGICAL LIGHT CONTROLLER	STERIS
TP1	WALL MOUNTED TOUCH PANEL	STERIS
V2	LEVITON BOX FOR STERIS POWER DISTRIBUTION	ELECTRICAL CONTRACTOR

SHEET NOTES

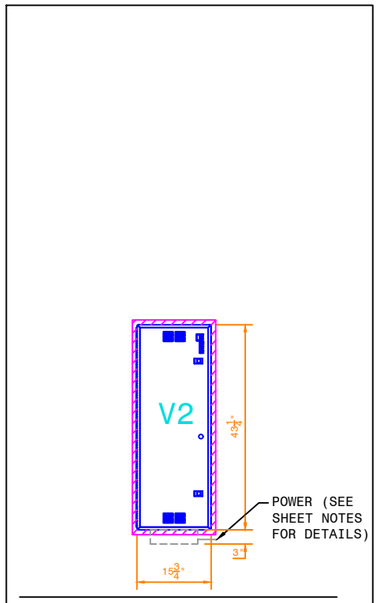
1. EACH LEVITON BOX REQUIRES DEDICATED EMERGENCY BACK-UP 120V ON (2)20 AMP POWER CIRCUITS FROM THE O.R. IT SERVES (NOT BY STERIS)
2. LEVITON BOX (NOT BY STERIS) WITH VENTED DOOR FOR STERIS POWER DISTRIBUTION; BOX PRODUCT NUMBER: 47605-42N (REQUIRES MINIMUM 2" SERVICE CLEARANCE); DOOR (NOT BY STERIS) PRODUCT NUMBER: 47605-42S; LEVITON AC DUAL POWER MODULE (NOT BY STERIS - BOLTED TO BOTTOM OF LEVITON BOX - LOCATED INSIDE OF WALL) PRODUCT NUMBER: 47605-DP
3. LEVITON BOX REQUIRES CONDUIT TO ENTER FROM THE TOP OF THE BOX
4. FINAL SPEAKER LOCATIONS TO BE DECIDED BY ARCHITECT/CONTRACTOR; CONTRACTOR TO STUB OUT ~ 18" ABOVE FINISHED CEILING FOR SPEAKER CONNECTION; CONTRACTOR TO PROVIDE AND INSTALL SEISMIC SUPPORT WIRE FOR SPEAKER ANCHORING TO THE BUILDING STRUCTURE; CONTRACTOR TO CUT ROUND HOLE IN CEILING AT THE SPEAKER LOCATION ACCORDING TO THE SPEAKER INSTALLATION TEMPLATE REQUIRES FLEXIBLE CONDUIT WITH CONNECTOR ON SPEAKER END (NOT BY STERIS; TYPICAL AT EACH SPEAKER LOCATION)
5. WALL DISPLAY BACKING TO BE PROVIDED AND INSTALLED BY CONTRACTOR; WALL DISPLAY BACKING (NOT BY STERIS) MUST SUPPORT A 250LBS LOAD; WALL BRACKET NOT INSTALLED BY STERIS
6. WALL DISPLAY REQUIRES 4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING
7. WALL DISPLAY REQUIRES DUPLEX OUTLET 120 VAC ON 20 AMP SERVICE (STANDARD OR EMERGENCY)
8. TOUCH PANEL MAY BE MOUNTED ON THE WALL SURFACE; PROPER WALL BACKING MUST BE PROVIDED AND INSTALLED BY CONTRACTOR IF TOUCH PANEL IS TO BE MOUNTED ON THE WALL; (1) QUAD POWER RECEPTACLE AT EACH TOUCH PANEL LOCATION



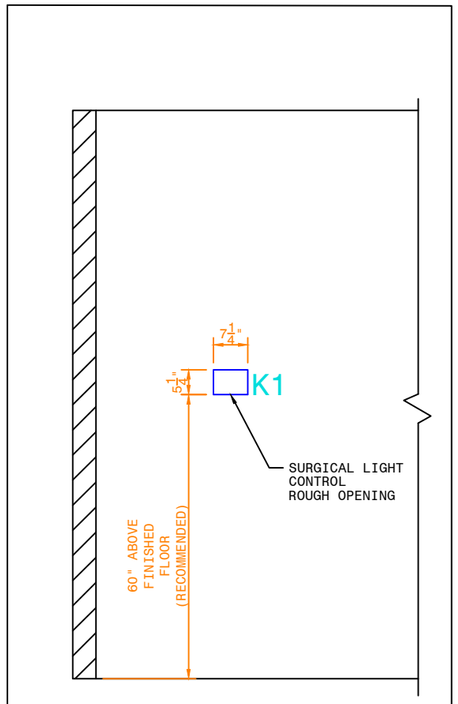
TYPICAL WALL DISPLAY
INSTALLATION (OPTIONAL)
*REFERENCE SHEET NOTES #5,#6,#7



TYPICAL WALL MOUNTED
GCX TOUCH PANEL
INSTALLATION (OPTIONAL)
*REFERENCE SHEET NOTES
#8



TYPICAL LEVITON BOX FOR
STERIS POWER DISTRIBUTION
INSTALLATION
*REFERENCE SHEET NOTES
#1,#2,#3



G SERIES SURGICAL LIGHT
CONTROLLER

STERIS drawings do not supersede the drawings from the architect of record.

STERIS
Planning & Design Group
STERIS Corporation
5960 Heisley Road
Mentor, OH 44060 USA
800-548-4873

HEXAVUE INTEGRATION SYSTEM
PROPOSED EQUIPMENT
INSTALLATION DETAILS

UNIVERSITY MED. CTR.
OF SOUTHERN NEVADA
LAS VEGAS, NEVADA

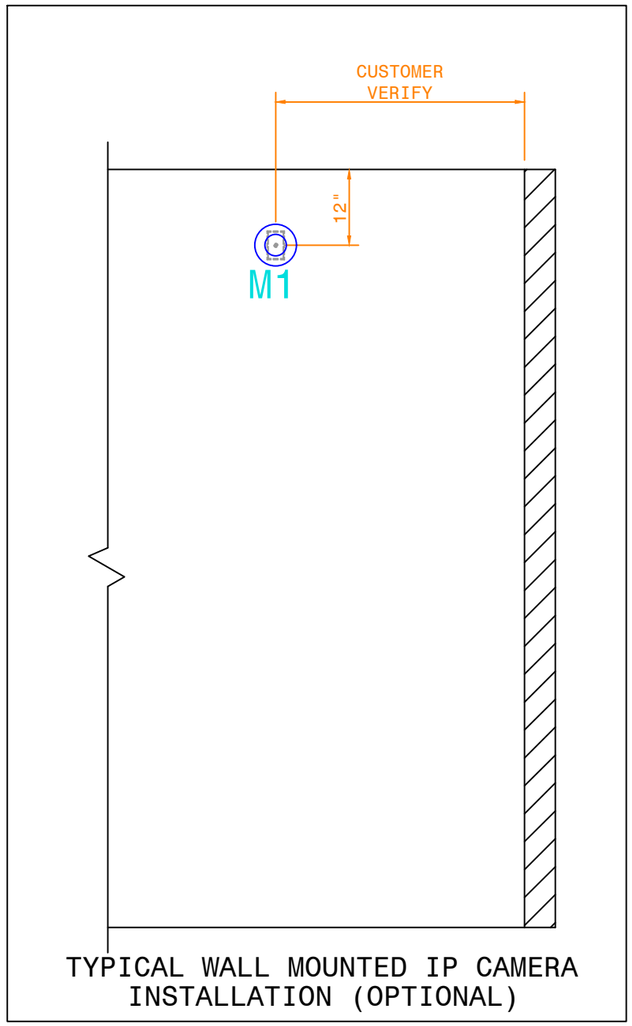
Dr	CR
Ck	JTP
Date	10DEC2020
Scale	NA

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B-D2R5-INT
PAGE: 04 OF 05

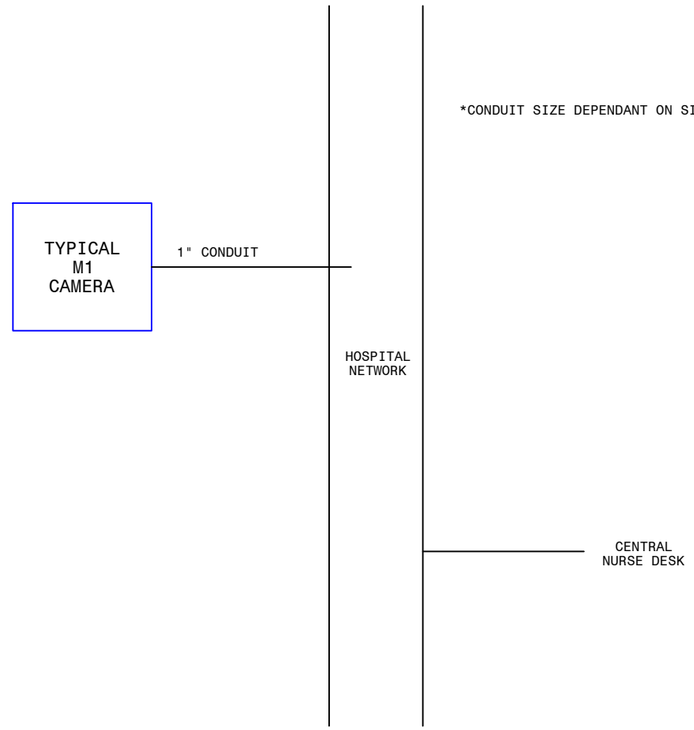
EQUIPMENT SCHEDULE		
LEGEND	DESCRIPTION	RESPONSIBILITY
M1	NURSE OBSERVATION SYSTEM / IP CAMERA	STERIS

SHEET NOTES

1. IP CAMERA MOUNTED DIRECTLY TO FRONT OF A/V PLATE
2. 4 11/16" JUNCTION BOX WITH SINGLE GANG MUD RING FOR A/V CONDUIT CONNECTION
3. HOSPITAL TO PROVIDE P.O.E. ENABLED NETWORK CABLE FOR CAMERA



TYPICAL WALL MOUNTED IP CAMERA INSTALLATION (OPTIONAL)



*CONDUIT SIZE DEPENDANT ON SIZE OF SYSTEM

STERIS drawings do not supersede the drawings from the architect of record.

STERIS
Planning & Design Group
STERIS Corporation
5960 Heisley Road
Mentor, OH 44060 USA
800-548-4873

HEXAVUE INTEGRATION SYSTEM
PROPOSED NURSE OBSERVATION
IP CAMERA INSTALLATION DETAILS

UNIVERSITY MED. CTR.
OF SOUTHERN NEVADA
LAS VEGAS, NEVADA

Dr	CR
Ck	JTP
Date	10DEC2020
Scale	NA

H-4794

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PAGE: 05 OF 05

Exhibit C

Example Insurance Certificate

CERTIFICATE OF LIABILITY INSURANCE

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

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

INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
CONTRACTOR'S NAME ADDRESS PHONE & FAX NUMBERS		

COVERAGES **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.

	X X							
	X X							
	Y/N N							

Project Name. UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS, ARE ADDITIONAL INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED ADDITIONAL INSURED IN CONNECTION WITH THIS PROJECT.

CERTIFICATE HOLDER	CANCELLATION
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 1800 W. CHARLESTON BLVD LAS VEGAS, NV 89012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

Exhibit D - Bond Forms
PERFORMANCE BOND

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

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

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said Owner to perform all work required under the Bidding Schedule(s) of the Owner's specifications, entitled **TOTAL PROJECT.**
NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on their part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

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

SIGNED this ____ day of , 20_____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____
(Principal Contractor)

_____
(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

_____
(Appointed Agent Name)

_____
(State of Nevada, License Number)

By: _____
(Signature)

_____
(Appointed Agent Name)

_____
(License Number and Issuing State)

By: _____
(Signature)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

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

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS,

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

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said Owner to perform all work required under the Bid Schedule(s), **TOTAL PROJECT**.

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

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

SIGNED this _____ day of _____, 20___

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____
(Principal Contractor)

_____
(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

_____
(Appointed Agent Name)

_____
(State of Nevada, License Number)

By: _____
(Signature)

_____
(Appointed Agent Name)

_____
(License Number and Issuing State)

By: _____
(Signature)

Address: _____

_____

Address: _____

_____

Telephone: _____

Telephone: _____

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

GUARANTY BOND

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

GUARANTEE for _____

_____
(Name and Address of Prime Contractor)

We hereby guarantee that the **TOTAL PROJECT**, which we have constructed, has been done in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of the Notice of Substantial Completion of the above named work by the University Medical Center of Southern Nevada, without any expense whatsoever to said University Medical Center of Southern Nevada, ordinary wear and unusual abuse or neglect excepted.

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

SIGNED this _____ day of _____, 20___

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

_____
(Principal Contractor)

_____
(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

_____
(Appointed Agent Name)

_____
(State of Nevada, License Number)

By: _____
(Signature)

_____
(Appointed Agent Name)

_____
(License Number and Issuing State)

By: _____
(Signature)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

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

Exhibit E
Prevailing Wage Reports

WORKERS EMPLOYED REPORT (A) (PER N.R.S. 338.070)

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number:** _____

General Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Worker Name	Workers Occupation	Has a Drivers License or Identification Card	State Issued	Wages	Per Diem	Benefits
1			☐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				

DO NOT INCLUDE ANY LICENSE OR I.D. NUMBERS

WORKERS EMPLOYED REPORT (B) (PER N.R.S. 338.070)

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number:** _____

General Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Worker Name	Driver's License No. or Identification No.	State Issued	First day on Project	Last day on Project
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

CONFIDENTIAL

NON-APPORTIONED VEHICLE REPORT

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number:** _____

General Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Owner Name	Vehicle Description	License No. and State
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

MATERIALS PURCHASED REPORT

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number:** _____

General Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Material Supplier Name	Address	Materials Purchased
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

CLOSEOUT DOCUMENTATION SUMMARY REPORT OF SUBCONTRACTORS

Project Number: _____ **Date:** _____

Project Name: _____ **PWP Number:** _____

General Contractor: _____ **Subcontractor:** _____

Prepared by: _____ **Contact Number:** _____

Email Address: _____

	Subcontractor Name	*BEG	Ethnicity	Address	Bid Item or Work Performed	Value of Contract
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

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: 14

Corporate/Business Entity Name:	STERIS Corporation	
(Include d.b.a., if applicable)		
Street Address:	5960 Heisley Road	**Website:** www.steris.com
City, State and Zip Code:	Mentor, Ohio 44060	**POC Name:** Human Resources **Email:** humanresources@steris.com
Telephone No:	(800) 548-4873	**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.
STERIS Corporation is a privately-owned child company of STERIS plc an Ireland based company that is publicly held. Below lists STERIS Corporation's officers. No Officer owns any substantial financial Interest.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Walt Rosebrough	President & CEO	0
Dan Carestio	Chief Operating Officer	0
Mike Tokich	Senior Vice President, Chief Financial Officer	0
Adam Zangerle	Senior Vice President, General Counsel & Secretary Legal	0

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

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	Julie Ann Dengate
Print Name	
Contract Administrator	May 22, 2019
Title	Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

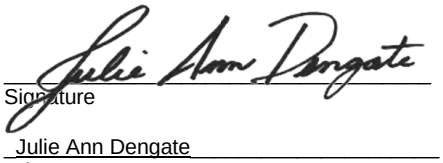
For UMC Use Only:

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

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

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:



Signature

Julie Ann Dengate
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Fourth Amendment to the Master Agreement, Amendment to Customer Order 1000101759, and related Order Forms with CareFusion Solutions, LLC**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Fourth Amendment to the Master Agreement, Amendment to Customer Order 1000101759, and related Order Forms with CareFusion Solutions, LLC; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5430.011 / 5420.00
Fund Name: UMC Operating Fund / Clark County Capital Equipment Transfer
Fund Center: 3000999901 / 3000717100
Funded Pgm/Grant: N/A
Description: Fourth Amendment to the Master Agreement and related order forms
CBE: NRS 450.525 Membership in a hospital purchasing group
Term: Five (5) years of extended support: 12/01/2022 – 11/30/2027
Amount: $546,514.18
Out Clause: Budget Act / Fiscal Fund Out

BACKGROUND:

In August of 2013, UMC entered into a Master Agreement with CareFusion Solutions, LLC to govern the purchase of pharmacy equipment, software, and support services. In March of 2017, UMC entered into Customer Order 1000101759 with CareFusion Solutions, LLC for pharmogistic equipment, software, and support.

This request is to execute the following contracts with CareFusion Solutions:

- The Fourth Amendment to the Master Agreement, which will amend the Master to update support terms and conditions for pharmogistic products. There is no cost associated with this amendment.

- Customer Order 1000220096 is to upgrade the software and hardware of current and new medication carousels, and for sixty months of service and support for those specific upgrades. The cost associated with this Customer Order is $303,180.

Cleared for Agenda
May 25, 2022

Agenda Item #
6

- Customer Order 1000220739 is to purchase a new medication carousel and for sixty months of support. The cost associated with this Customer Order is $214,036.

- Amendment to Customer Order 1000101759 is to transfer ownership of an existing medication carousel and for sixty months of support. The cost associated with this Amendment is $29,298.18.

- Implementation Timeline for Customer Orders 1000220096 & 1000220739 is for services related to the purchase and upgrades of these orders. There is no further cost associated with this contract.

These agreements are being entered into pursuant to HPG contract HPG-1345. HPG is a Group Purchasing Organization of which UMCSN is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMC's Director of Pharmacy Services has reviewed and recommends approval of the agreements.

The agreements have been approved as to form by UMC's Office of General Counsel.

CareFusion Solutions, LLC is not required to have a Clark County business license.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their May 18, 2022 meeting and recommended for approval by the Governing Board.

Fourth Amendment to Master Agreement

Effective as of the date of CareFusion's signature below (the "Effective Date"), this amendment ("Amendment") modifies the Master Agreement dated August 8, 2013, executed by and between CareFusion Solutions, LLC (together with its affiliates, "CareFusion") and University Medical Center of Southern Nevada ("Customer"), each a "Party" and, collectively, the "Parties."

The Parties agree as follows:

1. Additional Schedules. The Schedules listed below are added to the Master Agreement, and shall apply as appropriate to the Products and/or Services identified in Customer Orders entered into pursuant to the Master Agreement.

Product Line (if applicable)	**Schedules**
BD Pyxis™ Products	Pyxis Pharmogistics™ Products

2. Legacy Support Terms Schedule. The Support Terms Schedule, which was a part of the Master Agreement as executed prior to this Amendment, shall hereafter be referred to as the "Legacy Support Terms Schedule". Any Customer Order for Pyxis Products, as such term is defined in the Support Terms Schedule attached to this Amendment, which lists a Standard, Advanced, or Elite Support Plan (each, hereafter referred to as "Legacy Support Plan") as the applicable Support Plan shall be governed by the Legacy Support Terms Schedule, Pharmogistics Products Schedule, or BD Cato Medication Workflow Solutions Schedule, as applicable. For the avoidance of doubt, the Support Terms Schedule added to the Master Agreement by this Amendment ("New Support Terms Schedule") shall not apply to any Customer Order which identifies a Legacy Support Plan as the applicable Support Plan.

3. Miscellaneous. This Amendment, and each Schedule listed in the table above, set forth the entire agreement and understanding of the Parties with respect to the subject matter of this Amendment, and supersedes all prior and/or contemporaneous discussions, agreements and understandings of every kind and nature between the Parties regarding the subject matter of this Amendment, provided that these terms, as modified by this Amendment, shall only apply to applicable Customer Orders executed after the Effective Date, unless expressly provided herein. Unless expressly modified by this Amendment, the terms and conditions of the Master Agreement (as previously amended) shall remain the same. In the event of any express conflict between this Amendment and the Master Agreement (as previously amended), this Amendment shall control.

Each person signing below represents that he/she intends, and has the authority, to bind his/her respective Party to this Amendment to the Master Agreement.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

Notice Address:
Address: 1800 W CHARLESTON BLVD
City, State Zip: LAS VEGAS, NV 89102-2329

State of Incorporation:

By: _____

Print: _____

Title: _____

Date: _____

CAREFUSION SOLUTIONS, LLC

Notice Address:
3750 Torrey View Court
San Diego, CA 92130

State of Incorporation: Delaware

By: DocuSigned by: [signature] 975FACE467D0448...

Print: Gloria J. Sims

Title: Contract Consultant-MMS Capital Contracting

Effective Date: 10-Mar-2022

These terms apply to any product listed on a Customer Order that is: (i) Pyxis Pharmogistics™ inventory management software, carousel or equipment; (ii) Pyxis PharmoPack™ medication packaging and barcoding technology, or (iii) a Pyxis PharmoCode™ barcode labeling system (collectively, "Pharmogistics Products") provided by CareFusion to Customer pursuant to applicable Customer Agreements between the Parties. This Schedule does not apply to any other Product.

1. Equipment and Software.

1.1 Equipment Acquisition. Equipment shall be purchased or rented, as set forth in the applicable Customer Order. The rental of Equipment shall be subject to and in accordance with the Equipment Rental Terms Schedule of this Master Agreement.

1.2 Grant of Software License. Customer may acquire a perpetual or subscription license for those Pharmogistics Products which are Software in the applicable Customer Order.

(a) Perpetual License; License Fees. CareFusion grants Customer a limited, perpetual, non-exclusive, non-transferable license for the CareFusion Software Services specified in the Customer Order subject to the payment of the perpetual license fee, as set forth as the Purchase Fee in the Customer Order. If the number of staffed beds at Customer's site increases by more than ten percent (10%), then CareFusion may increase the total license fees stated in the Customer Order on a pro-rata basis for the specified CareFusion Software Services.

(b) Subscription License. Subscription Fees. Subject to payment of the Subscription Fees (defined below) specified in the Customer Order, CareFusion grants Customer a limited, non-exclusive, non-transferable license for CareFusion Software Services specified in the Customer Order during the valid term of the contract. Customer will pay a subscription fee ("Subscription Fee") as specified in the Customer Order, under the Rental Fees, which will entitle the customer to periodically released Enhancements (defined below) and delivery of applicable Software-related services during the Subscription Term. CareFusion will invoice the Customer for installments of the Subscription Fee on a recurring basis as specified in the Customer Order, commencing at the beginning of the Subscription Term. CareFusion may, by notice delivered to Customer prior to the commencement of any subsequent Subscription Term, increase the Subscription Fee for such period. If the number of staffed beds at Customer's site increases by more than ten percent (10%), then (i) Customer will promptly notify CareFusion and (ii) the Subscription Fee for the specified CareFusion Software Service may increase on a pro-rate basis in accordance with the applicable CareFusion price catalog.

2. Installation.

2.1 Action Plan. CareFusion will provide to Customer in writing all site preparation requirements, including physical, electrical and environmental requirements ("Site Requirements"). Taking the Site Requirements into account, Customer and CareFusion will agree in writing on an appropriate site for the proper installation of each item of Pharmogistics Product ("Installation Site").

2.2 Site Preparation. Customer will make any required modifications or improvements to the Installation Site, including, without limitation, removing doors or constructing walls. Customer will provide a receptacle for disposal of packaging material and any other debris. CareFusion will not be required to install any Pharmogistics Product until (i) each Installation Site fully complies with all Site Requirements, and (ii) Customer has obtained any required permits or authorizations ("Permits"). Upon request, Customer will provide written evidence that all Permits have been obtained. Customer is solely responsible for compliance with any applicable building codes.

2.3 Implementation Timeline. Customer and CareFusion will perform their respective implementation activities pursuant to the applicable Implementation Timeline, to be executed by the Parties with the Customer Agreement and attached thereto as a Customer Order Attachment ("Implementation Timeline"). Customer will timely perform its implementation activities (including, without limitation, delivery of medication lists) and will not delay CareFusion's performance of implementation activities. If Customer causes material delay, the Pharmogistics Products will be stored at Customer's expense until implementation activities can resume.

2.4 Implementation Fees. CareFusion will invoice Customer for the installation fees for each Pharmogistics Product as stated in the Customer Order ("Implementation Fees") within thirty (30) days from the Term Begin Date stated in the applicable Implementation Timeline.

2.5 Non-Cancellable Order. Customer understands and agrees that Pharmogistics Products are custom made and a Customer Order for a Pharmogistics Product is non-cancelable as of the Effective Date of the Customer Order. If Customer does not complete the installation of a Pharmogistics Product in accordance with the Pharmogistics Implementation Timeline or by an alternative mutually agreed upon date ("Order Default"), then, in addition to and without prejudice to any other remedy available at law or equity, (a) Customer shall be obligated to pay the unpaid balance of all Monthly Rental Fees in accordance with Section 9 of the Equipment Rental

Schedule or, if a purchase transaction, the Net Purchase Price set forth in the Customer Order in accordance with the terms of the Pharmogistics Implementation Timeline; and (b) CareFusion will retain the Implementation Fees as damages for the Canceled Order.

2.6 Interfaces. CareFusion will develop its side of the interfaces between the Pharmogistics Software and (i) Customer's Pyxis MedStation™ system, and (ii) Customer's pharmacy information system (collectively, "Pharmogistics Interfaces"). CareFusion will prepare file set-up for Customer's wholesaler system to enable re-ordering. Customer will develop any required interface between the Pharmogistics Products and Customer's computer systems, and will ensure that ADU and PhIS vendors cooperate with CareFusion and timely deliver their side of the HL-7 interfaces. CareFusion will interface with PharmoPack™ packagers, but not with Customer's existing High Speed Packaging systems. CareFusion will use commercially reasonable efforts to work with Customer's other vendors to ensure Pharmogistics Interfaces perform in accordance with the Master Agreement. If non-standard interfaces are required in relation to the Pharmogistics Interfaces, then CareFusion will determine whether it can develop such interfaces at its then-current pricing, and the Parties will agree on the provision of such interfaces in writing during the implementation activities. CareFusion is not responsible for integration or interfaces other than CareFusion's side of the interfaces, including, without limitation, another vendor's software or interfaces, unless agreed to in a writing signed by both Parties.

2.7 Calibration.

(a) Within thirty (30) days of the "Planning Activity Completion Date" set forth in the Pharmogistics Implementation Timeline, Customer will provide to CareFusion a written or electronic list of all medical drugs and/or nutriceuticals to be packaged using the Pharmogistics Products (the "Pharmaceutical List").

(b) There is no charge for the initial calibration of the Pharmogistics Products prior to completion of the implementation activities for up to a maximum of the number of canisters held in the Pharmogistics Products, including any request to revise the Pharmaceutical List and re-calibrate a canister made within thirty (30) days of the Pharmaceutical List Date. If, at any time after thirty (30) days from the Pharmaceutical List Date, Customer wishes to revise the Pharmaceutical List and re-calibrate a canister in a Pharmogistics Product to include a new medical drug or nutriceutical, then Customer will (i) deliver to CareFusion a revised Pharmaceutical List, clearly indicating the requested change(s), (ii) pay CareFusion a re-calibration fee of one hundred thirty-two dollars ($132) per canister plus any applicable shipping and handling charges and (iii) return the canister being re-calibrated. If Customer splits its canister order by providing CareFusion thirty (30) days' notice of its split calibration order before the Pharmaceutical List Date, then Customer may have the remaining canisters calibrated within twelve (12) months from the date of Acceptance of the Pharmogistics Product ("Calibration Period"). Customer will pay for any shipping charges to and from CareFusion's calibration center for the remaining canisters to be calibrated. After the Calibration Period, Customer will pay a fee of one hundred thirty-two dollars ($132) per canister plus any applicable shipping and handling charges. Calibration and re-calibration fees are subject to change to CareFusion's then-current rates, provided that any fee increase will not occur more than once per year.

2.8 Customer Assistance. Customer will promptly provide any assistance reasonably requested by CareFusion in connection with CareFusion's performance of its obligations, including without limitation, pre-implementation, installation, support or removal of Pharmogistics Products.

2.9 Training.

(a) Trained Personnel. CareFusion will provide two four (4) hour onsite training sessions held on a single day per Installation Site ("Customer Trained Personnel"). Customer may designate up to eight (8) pharmacists and/or support technicians for training at each Installation Site. Such training will be provided at a mutually-agreed time to be confirmed in writing and completed no later than thirty (30) days before the Term Begin Date ("Training Date"). Within thirty (30) days of the scheduled Training Date, Customer will provide to CareFusion: (i) the names and contact information for each of its Customer Trained Personnel; (ii) the Installation Site name and address; (iii) the total number of Pharmogistics Products to be installed at the Installation Site; and (d) confirmation of the dates and locations for training activities.

(b) Additional Training. Any additional training will be provided by CareFusion at its then-current rates plus reasonable out-of-pocket expenses at such time and place as the Parties mutually agree.

3. Support. Support shall be provided in accordance with the Support Terms Schedule, subject to the terms there in and in the Master Agreement. Notwithstanding any contrary support plan being listed on the Customer Order, the Comprehensive Support plan shall apply to the Pharmogistics Products.

4. Warranty. Notwithstanding anything to the contrary in the Master Agreement, the following provisions apply to the Pharmogistics Products:

4.1 Limited Warranty. CareFusion warrants to Customer that: (i) the Pharmogistics Products, as originally delivered by CareFusion and in normal service and under normal conditions, will be free from defects in material and workmanship and will conform with the specifications set forth in the applicable User Guide for a period of ninety (90) days from Acceptance (the "Equipment Warranty"); (ii) the Pharmogistics Software, as originally delivered by CareFusion, will conform with the specifications of the applicable User Guide during a period of ninety (90) days period from Acceptance; (iii) Pharmogistics Software will be free of material defects; (iv) the Pharmogistics Software is compatible with hardware provided by CareFusion and with Customer's environment so long as Customer's environment complies with the Site Requirements; (v) that the Pharmogistics Software will not include any disablers, time-bombs, including encrypted software keys, Trojan horses and any other such virus or other instructions of any kind designed to terminate or disrupt the operation of the Pharmogistics Software (the "Software Warranty"); and (vi) all repairs made to the Pharmogistics Products will be free from defects in material and workmanship for a period of ninety (90) days after completion (the "Service Warranty," and collectively with the Equipment Warranty and Software Warranty, the "Pharmogistics Warranties").

4.2 Remedies. CareFusion's exclusive obligation and liability, and Customer's exclusive remedy, for breach of the Equipment Warranty are for CareFusion to promptly repair or replace (at its option), free of charge, the defective part(s) of the applicable Pharmogistics Product. CareFusion's exclusive obligation and liability, and Customer's exclusive remedy, for non-conformance with the Software Warranty, are for CareFusion to promptly use reasonable efforts to correct or provide workarounds pre-approved in writing by Customer or re-install the non-conforming Pharmogistics Software, free of charge, provided that Customer has given to CareFusion sufficient details to enable CareFusion to recreate or simulate the non-conformance. CareFusion's exclusive obligation and liability, and Customer's exclusive remedy, under the Service Warranty are for CareFusion to promptly re-perform, at CareFusion's expense, the Services.

4.3 Warranty Conditions. Any claim by Customer under any of the Pharmogistics Warranties will be made promptly to CareFusion in writing prior to the expiration of the applicable Pharmogistics Warranty period set forth above. Failure by Customer to notify CareFusion prior to the end of such applicable Pharmogistics Warranty period will result in the loss by Customer of any and all benefits associated with the applicable Pharmogistics Warranty. The Pharmogistics Warranties are made to and for the benefit of Customer only. The applicable Pharmogistics Warranty period will not be extended for any reason whatsoever, including the suspension of the use of any Pharmogistics Product(s) because of repair, examination or any other reason, unless directly caused by CareFusion.

4.4 Warranty Exclusions. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, CAREFUSION DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES REGARDING THE PHARMOGISTICS PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING UNDER USAGE OF TRADE OR COURSE OF PERORMANCE.

5. General.

5.1 Change in System Settings. CareFusion will notify Customer in advance of any changes to system settings to be made by CareFusion personnel, except in emergency situations, in which case CareFusion will notify Customer in writing via email within two (2) business days of such changes.

5.2 Relocation of Pharmogistics Products. Upon request, CareFusion will relocate and re-install a Pharmogistics Product at CareFusion's then-current rates provided that the new installation site meets the applicable Site Requirements and Customer has obtained any Permits. Customer will be solely responsible for, and CareFusion will have no liability or obligation with respect to, restoring the original Installation Site and the premises after the removal of any Pharmogistics Products.

5.3 Subcontractors. CareFusion may, in its sole discretion, engage one or more subcontractors to perform any of its duties, including without limitation, implementation activities, training and support, provided that CareFusion will remain responsible for any such subcontractor's performance.

Amendment to Customer Order

Transfer of Ownership; Extended Support Term

Effective as of the date of both signatures below ("Effective Date"), this amendment ("Amendment") modifies Customer Order Number 1000101759 (the "Customer Order") between CareFusion Solutions, LLC ("CareFusion") and University Medical Center of Southern Nevada ("Customer"), (collectively the "Parties"). Capitalized terms not defined in this Amendment will have the same meaning ascribed in the Customer Order and the governing Master Agreement between the Parties ("Master Agreement"). If any term or condition of the Customer Order or Master Agreement conflicts with a term or condition of this Amendment, then the term or condition of this Amendment shall control.

1. **Transfer of Equipment Title; Software License.** Provided that Customer timely satisfies the Transfer Conditions defined in **Section 1(a)**, below, CareFusion will: (i) transfer title to Customer for the Equipment identified in **Schedule A** ("Pyxis Equipment"); and (ii) grant Customer a perpetual, limited, non-exclusive, non-transferable license to use any Software integrated into the Pyxis Equipment ("Pyxis Software") (collectively, "Transfer Products") subject to the terms herein. CareFusion represents that it has good and merchantable title and the right to transfer the Pyxis Equipment and the Pyxis Software license(s) free and clear of any debts, liens, encumbrances and security interests.

   (a) Transfer Conditions.

      i. Customer must be current and not in default under any agreement between the Parties.

      ii. Customer shall pay CareFusion the "Total Amount Due," including any applicable taxes and past due fees for the Transfer Products as set forth in **Schedule A** ("Transfer Fees").

2. **Transfer Date.** Title to the Pyxis Equipment and the license(s) to use the Pyxis Software shall transfer to Customer effective as of the later of either December 1, 2022, or CareFusion's receipt of the Transfer Fees (the "Transfer Date"), subject to Customer's compliance with **Section 3**, below.

3. **Terms and Conditions Governing the Use of Transfer Products.** Effective as of the Transfer Date, the following terms and conditions shall govern Customer's use of the Transfer Products, and no other term or condition set forth in the Master Agreement shall apply the Transfer Products except as expressly stated in this Amendment.

   (a) Disclaimer of Warranties. CUSTOMER ACCEPTS THE TRANSFER PRODUCTS AS IS, WHERE IS, AND WITH ALL FAULTS. CAREFUSION DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE TRANSFER PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

   (b) Grant of Limited Software License. If Pyxis Software is integrated in the Pyxis Equipment or listed in **Schedule A**, then CareFusion hereby grants Customer a perpetual, limited, non-exclusive, non-transferable license to use the Pyxis Software effective as of the Transfer Date, subject to the terms of this **Section 3**. Customer (i) shall not separate Pyxis Software from any Pyxis Equipment; (ii) shall not translate, disassemble, decompile, reverse engineer, alter or modify the Pyxis Software; and (iii) shall not make any copies of the Pyxis Software or its documentation (except one (1) copy for back-up or archival purposes). The Pyxis Software is owned or licensed by CareFusion and is protected by copyright and other laws. Customer shall not sell, assign, sublicense, or transfer the Pyxis Software. Customer shall not disclose or permit any third party to access the Pyxis Software.

   (c) Use of Pyxis Equipment. Customer will use the Transfer Products only (i) for Customer's internal business purposes; (ii) in, the manner described in the User Guide; and (iii) in accordance with applicable laws and regulations. Customer will not export or modify any Transfer Product and will not install or use any software not provided by CareFusion with the Pyxis Equipment.

   (d) Limitation of Liability. CAREFUSION WILL NOT BE LIABLE TO CUSTOMER FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFITS, EVEN IF CAREFUSION RECEIVES NOTICE IN ADVANCE THAT THESE KINDS OF DAMAGES MIGHT RESULT. CAREFUSION'S AGGREGATE CUMULATIVE LIABILITY TO CUSTOMER, PURSUANT TO ANY AND ALL CLAIMS BETWEEN THE PARTIES RELATED TO THE TRANSFER PRODUCTS WILL NOT EXCEED THE CHARGES PAID BY CUSTOMER TO CAREFUSION FOR THE TRANSFER PRODUCTS.

4. **Extended Support Term.** Effective as of December 1, 2022, (i) the Support Term for the Transfer Products is hereby extended until November 30, 2027 (the "Extended Support Term"), subject to the terms of this **Section 4**.

   (a) Throughout the Extended Support Term, Customer shall pay the applicable Monthly Support Fees set forth in the "Extended Term Monthly Support Fee" column of **Schedule A** pursuant to the terms of the Master Agreement.

(b) During the Extended Support Term, CareFusion shall keep the Transfer Products Properly Performing (as such term is defined in the Support Terms schedule of the Master Agreement) using commercially reasonable efforts, including the use of refurbished parts. If CareFusion is unable to restore the Proper Performance of a Transfer Product using refurbished parts, then (i) CareFusion shall provide Customer with prompt notice of termination of its support obligation with respect to the Product; and (ii) Customer shall have no obligation to pay the Monthly Support Fee for the Product effective as of the first day of the month following CareFusion's notice of termination.

(c) Notwithstanding any term or condition to the contrary, if any Third-Party Software used in connection with the Transfer Products reaches end-of-life status, CareFusion reserves the right to pass through to Customer any additional costs, including, but not limited to, licensing and support related costs imposed by the third-party.

(d) At the conclusion of the Extended Support Term, any further extension of the Support Term shall be in accordance with the governing terms of the Master Agreement.

5. Customer Technology Environment. Customer is responsible for maintaining current versions of the applicable elements of its technology environment in accordance with **Section 1.1** (*Action Plan*) of the PHACTS Schedule, and **Section 10.1(a)** (*Server Support*) and **Section 10.1(b)** (*System Requirements*) of the Support Terms Schedule in the Master Agreement, including without limitation, ensuring that the technology environment meets the system requirements, is properly maintained and that no element has reached the end of its useful life or has been discontinued. If Microsoft or CareFusion has announced or announces an end of support ("EOS") date for the Microsoft® Windows® Server or SQL Server licenses or any other products utilized in the technology environment for the Transfer Products during the Support Term of the Transfer Products, Customer shall contract for the requisite components and services (collectively, "IT Upgrade") and complete the IT Upgrade no later than thirty (30) days prior to the applicable EOS date(s). If Customer does not timely meet the conditions of this **Section 5**, then any and all performance, Support or other issues arising therefrom shall be deemed an External Cause. *In no event shall CareFusion be liable for any direct, special, indirect or consequential damages, or any damages whatsoever, whether grounded in contract, negligence or other tortious action, arising in connection with customer's failure to timely implement an IT upgrade.*

6. Governing Law. This Amendment will be governed by the laws of the state identified in Customer's Notice Address, below, without regard to that state's conflicts of law provisions.

7. Prevailing Party. If any Party prevails against another Party regarding any claim arising from or related to this Amendment, then the non-prevailing Party will reimburse the prevailing Party for costs, expenses, and attorneys' fees reasonably incurred by the prevailing Party regarding such claim.

8. Severability. If a court or other body of competent jurisdiction declares any term of this Amendment invalid or unenforceable, the remaining terms will continue in full force and effect.

9. Non-Waiver. No right created by this Amendment will be deemed waived unless specifically and expressly waived in a writing signed by the party possessing the right.

10. Compliance with Laws. Each Party will comply with all federal and state laws and regulations applicable to their respective performance of this Amendment.

11. Entire Agreement. This Amendment constitutes the entire agreement and understanding of the Parties regarding the Transfer Products and supersedes all prior written and oral agreements, proposals, bid(s) and responses, and understandings between the Parties regarding the Transfer Products. No changes to this Amendment will be made or be binding upon either Party unless made in writing and signed by each Party.

[Signatures on following page.]

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective Party to this Amendment.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
(#1703100)

Notice Address:
1800 W Charleston Blvd.
Las Vegas, NV 89102

Sign: _____

Print: _____

Title: _____

Date: _____

CAREFUSION SOLUTIONS, LLC

Notice Address:
3750 Torrey View Court
San Diego, CA 92130

Sign: Josh Meersman,

Print: Sr. Manager Capital Contracting MMS

Title:

Date: Digitally signed by Josh Meersman, Sr. Manager Capital Contracting MMS Date: 2022.05.05 17:11:07 -07'00'

Amendment to Customer Order

Transfer of Ownership; Extended Support Term

Schedule A
Transfer Products

Customer Order Number	Shipped-To Location	Serial Number	Product #	Product Description	Initial Rental and Support Term End Date	Extended Support Term Begin Date	Extended Support Term End Date	Extended Term Monthly Support Fee	Transfer of Ownership Fee
1000101759	University Medical Center of Southern Nevada	42700377	165-23	CAR,VERT,101HX134.5X84D,W-PRTSHLF	11/30/2022	12/1/2022	11/30/2027	[redacted]	$0.00
							Lease Buyout Fees		$0.00
							Total Transfer of Ownership Fees		$0.00
							Applicable State/City	EXEMPT	$0.00
							Applicable Property Taxes Due		[redacted]
							Extended Support Amount Total		[redacted]
							Total Amount Due		[redacted]

BD

Customer Order

Customer Order Date: 03/15/2022

Customer Order : 1000220096

Customer Information

	Sold To:	*Ship To:*	*Bill To* Same as (Circle) Sold To:	Ship To:
Legal Name:	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA			
DBA:	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA		
Street Address:	1800 W CHARLESTON BLVD	1800 W CHARLESTON BLVD		
City,St.,Zip:	LAS VEGAS, NV 89102-2329	LAS VEGAS, NV 89102-2329		
Customer No.	1703100	1703100		

1. **Customer Orders**. Effective as of the date of both signatures below ("**Effective Date**"), this Customer Order is entered by and between CareFusion and Customer as separate and distinct agreements (combined for administrative convenience) for: (i) Rental Equipment and/or Software listed in the Product Schedule attached hereto and incorporated by this reference (each, a "**Pyxis Product**" and, collectively, the "**Pyxis Products**"); and (ii) Services applicable to the Pyxis Products (collectively, the "**Customer Orders**"). The Customer Orders will be governed by the latest Master Agreement and Schedule(s) in effect between the Parties and applicable to the Pyxis Products and Services ("**Master Agreement**"). Any reference to a "**Rental Term(s)**" or "**Rental Fee(s)**" in relation to Software will alternately refer to "**Subscription Term(s)**" or "**Subscription Fee(s)**", respectively. Notwithstanding the foregoing, if applicable to the Pyxis Products hereunder, any reference to (a) "**Master Agreement**" will alternately refer to the Master Rental Terms and Conditions or Master Support Terms and Conditions and (ii) "**Customer Order**" will alternately refer to "**Rental Agreement**" or "**Support Agreement.**"

2. **Configurations.** Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable. Any changes to the products or configurations may result in a change in pricing, subject to the applicable Group Purchasing Organization Agreement or other related pricing agreements between the Parties. Customer's execution of the Equipment Confirmation form shall be confirmation of the Customer's intended final configuration of the Products as Accepted.

Any one-time shipping, implementation or service fees listed on the Product Schedule attached hereto ("**One-Time Fees**") will be invoiced on the first day of the month following the date the Agreement is signed by both Parties and shall be due and payable net 30 days from the date of the invoice.

Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order? **(Please Circle)**		
Yes	**No**	Rental PO#:
		Support PO#:

Copies of this Customer Order will be sent to Ship To signer listed above.
When complete, additional copies will be sent to the following address:
Name:
Street Address:
City,St.,Zip:

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective Party to the Rental Customer Order and the separate Support Customer Order.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Sign:
Print:
Title: Date:

CAREFUSION SOLUTIONS, LLC

ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130 888.876.4287

Sign: DocuSigned by: Gloria J. Sims 975FACF467D0448
Print: Gloria J. Sims
Title: Contract Consultant-MMS Capital Contracting Date: 15-Mar-2022

This Customer Order is not valid until executed by both Customer and CareFusion Solutions, LLC.

SALES ASSOCIATE:Tera Luedde
Email: tera.luedde@bd.com

Customer Order
Pyxis Product Schedule
Customer Order : 1000220096

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP 1345 1345

Product Discounts:
GPO: 44 %
Non-Std Disc %: 15 %
Support Level: Comprehensive
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/31/2022

Current Products				New Products													
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
		$ 0.00	$ 0.00		130978-02		SCNR,MT2070,HD,WL,2D, KEYPAD		EXP	1	[redacted]					
		$ 0.00	$ 0.00		356825-01		CRADLE SGL SLOT USB AND CHGR US		EXP	2						
		$ 0.00	$ 0.00		138541-01		KIT ZQ630 PRINTER US W/ 6 LBL ROLLS		EXP	2						
		$ 0.00	$ 0.00		356688-03		HANDSET STAGED TC52x-HC US		EXP	2						
		$ 0.00	$ 0.00		130990-02		KIT-INSTALL, PHARMOGISTICS/CAROUSEL, NETWK		EXP	2						
		$ 0.00	$ 0.00		138658-01		PRINTER ZT411 THRML BAR CODE,STAND-ALONE		EXP	1						
42656140	KIT, PHG ES 1.0 VM w/out SQL2012	$ 0.01	$ 0.00	PHARMACY	139176-01		PLX Server 2019 Software Only		SWU	1						
42744233	KIT, PHG ES 1.0 VM w/out SQL2012	$ 0.01	$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
42744232	KIT, PHG ES 1.0 VM w/out SQL2012	$ 0.01	$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
42700408	PHARMOGISTICS ES TEST SYSTEM SW	$ 0.01	$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
42700407	PHARMOGISTICS SW	$ 2,155.00	$ 0.00	PHARMACY	806		PHARMOGISTICS ES SW HOSP		SWU	1	[redacted]					
42700404	IF, PHACTS, TO FINANCE/ GENERAL LEDGER	$ 0.01	$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
42700399	SCNR,MT2070,HD,WL,2D, KEYPAD	$ 48.00	$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
42700398	SCNR,MT2070,HD,WL,2D, KEYPAD	$ 48.00	$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
42700397	SCNR,MT2070,HD,WL,2D, KEYPAD	$ 48.00	$ 0.00	PHARMACY	130978-02		SCNR,MT2070,HD,WL,2D, KEYPAD		UPU	1	[redacted]					
42700396	SCNR,MT2070,HD,WL,2D, KEYPAD	$ 48.00	$ 0.00	PHARMACY	130978-02		SCNR,MT2070,HD,WL,2D, KEYPAD		UPU	1						
42700395	SCNR,MT2070,HD,WL,2D, KEYPAD	$ 48.00	$ 0.00	PHARMACY	130978-02		SCNR,MT2070,HD,WL,2D, KEYPAD		UPU	1						
40355391	IF, PHACTS, TO WHOLESALER	$ 0.01	$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							

Customer Initials: _____

Customer Order
Pyxis Product Schedule
Customer Order : 1000220096

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP 1345 1345

Support Level: Comprehensive
Rental and Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/31/2022

Current Products				New Products													
		Monthly Rental Fee									Monthly Rental Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	**Extended**	List	Net	**Extended**
40355390	INTF, PHACTS, PHARMACY SYSTEM CARTFILL	$ 0.01	$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
40355389	INTF,MED,ADDL,PHACTS INTEGRATION	$ 0.01	$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
40355382	PRINTER ZM400 THRML BAR CODE 64MB RAM	$ 60.00	$ 0.00	PHARMACY			RETURN TO CAREFUSION		CNL							
40355381	PRINTER ZM400 THRML BAR CODE 64MB RAM	$ 60.00	$ 0.00	PHARMACY	138658-01		PRINTER ZT411 THRML BAR CODE,STAND-ALONE		UPU	1	[redacted]					
40355380	PRINTER ZM400 THRML BAR CODE 64MB RAM	$ 60.00	$ 0.00	PHARMACY	138658-01		PRINTER ZT411 THRML BAR CODE,STAND-ALONE		UPU	1						
40355379	PRINTER ZM400 THRML BAR CODE 64MB RAM	$ 60.00	$ 0.00	PHARMACY	138658-01		PRINTER ZT411 THRML BAR CODE,STAND-ALONE		UPU	1						
		$ 2,635.08	$ 0.00										[redacted]			[redacted]

Total Monthly Rental & Support Fee: [redacted]

All fees mentioned are in USD

Customer Initials: _____

Customer Order

Customer Order Date: 03/15/2022

Customer Order : 1000220739

Customer Information

	Sold To:	*Ship To:*	*Bill To* Same as (Circle) Sold To: Ship To:
Legal Name:	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA		
DBA:	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA	
Street Address:	1800 W CHARLESTON BLVD	1800 W CHARLESTON BLVD	
City,St.,Zip:	LAS VEGAS, NV 89102-2329	LAS VEGAS, NV 89102-2329	
Customer No.	1703100	1703100	

1. Customer Orders. Effective as of the date of both signatures below ("**Effective Date**") this Customer Order is entered by and between CareFusion and Customer as separate and distinct agreements (combined for administrative convenience) for (i) the purchase or acquisition of the Products listed in the Product Schedule attached hereto and incorporated by this reference (each, a "**Pyxis Product**" and, collectively, the "**Pyxis Products**"); and (ii) Services applicable to the Pyxis Products (collectively, the "**Customer Orders**"). The Customer Orders shall be governed by the latest Master Agreement and Schedule(s) applicable to the Pyxis Products and Services and in effect between the Parties ("**Master Agreement**"). Notwithstanding the foregoing, if applicable to the Pyxis Products hereunder, (a) a reference to "**Master Agreement**" will alternately refer to the latest Master Purchase Terms and Conditions or Master Support Terms and Conditions, and (b) Customer Order shall alternately mean "**Purchase Agreement**" or "**Support Agreement**".

2. Configurations. Pricing set forth on the product schedules attached to these Customer Orders is based on the specific configuration, including type and quantities of drawers in the Products, as applicable. Any changes to the products or configurations may result in a change in pricing, subject to the applicable Group Purchasing Organization Agreement or other related pricing agreements between the Parties. Customer's execution of the Equipment Confirmation form shall be confirmation of the Customer's intended final configuration of the Products as Accepted.

Any one-time shipping, implementation or service fees listed on the Product Schedule attached hereto ("**One-Time Fees**") will be invoiced on the first day of the month following the date the Agreement is signed by both Parties and shall be due and payable net 30 days from the date of the invoice.

Will a Purchase Order be required for payment of the financial obligation proposed under this Customer Order? **(Please Circle)**		
Yes	**No**	Purchase PO#:
		Support PO#:

Copies of this Customer Order will be sent to Ship To signer listed above.
When complete, additional copies will be sent to the following address:
Name:
Street Address:
City,St.,Zip:

Each person signing this document represents that he/she intends to and has the authority to bind his/her respective Party to the Purchase Customer Order and the separate Support Customer Order.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Sign:
Print:
Title: Date:

CAREFUSION SOLUTIONS, LLC

ATTN: CONTRACTS, 3750 TORREY VIEW CT, SAN DIEGO, CA 92130 888.876.4287

Sign: DocuSigned by: 975FACE467D0448...
Print: Gloria J. Sims
Title: Contract Consultant-MMS Capital Contracting Date: 23-Mar-2022

This Customer Order is not valid until executed by both Customer and CareFusion Solutions, LLC.

SALES ASSOCIATE:Tera Luedde
Email: tera.luedde@bd.com

Customer Order
Pyxis Product Schedule
Customer Order : 1000220739

Sold To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100
Ship To: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA #1703100

GPO: HEALTHTRUST PURCHASING GROUP 1345 1345

Product Discounts:
GPO: 5 %
Non-Std Disc %: 15 %
Support Discounts:
QTY: 10 %
Support Level: Comprehensive
Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 05/31/2022

Current Products				New Products													
		Monthly Rental/ Purchase Fee									Purchase Fee			Monthly Support Fee		
Serial Number	Product Name	Current	Support	Proposed Location	Product ID	Rx/ Prs	Product Name	P.Drws	Tr.Type	QTY	List	Net	Extended	List	Net	Extended
		$ 0.00	$ 0.00		136883-01		CONVRSN KIT SENCORPWHITE CAR NEW HDWR		EXP	2	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
		$ 0.00	$ 0.00		165-23		CAR,VERT,101HX134.5X84D, W-PRTSHLF		EXP	1						
		$ 0.00	$ 0.00		133248-01		CAROUSEL, INSTALLATION, USA		EXP	1						
		$ 0.00	$ 0.00		133249-02		CAROUSEL, SHIPPING, USA		EXP	1						
		$ 0.00	$ 0.00		133081-01		SEISMIC ANCHORING DOCS - CAROUSEL		EXP	1						
		$ 0.00	$ 0.00		133801-01		MNT,CEILING FLUSH,CAR 3SIDE SKIRT,PHACTS		EXP	1						
		$ 0.00	$ 0.00		136357-01		RECEPTACLE-DUMPSTER FEES,CAR. INSTALL		EXP	1						
42543540	INTF, PHACTS, CARTFILL, RX SYS Host Conv	$ 12,500.00	$ 125.00	IT VM			RETURN TO CAREFUSION		CNL							
		$ 12,500.00	$ 125.00										[redacted]			[redacted]

Purchase Fee: [redacted]
Total Monthly Support Fee

All fees mentioned are in USD

Customer Initials: _____

Implementation Timeline

Solution / Product(s): Logistics Rewrite Conversion

Customer Name: University Medical Center (UMC) of Southern Nevada

Customer Order Number: 1000220096 & 1000220739

Timeline Create Date: 3/7/2022

Timeline Expiration Date: 5/30/2022

This Implementation Timeline applies to Products/Solutions identified in the applicable Customer Order (or, if applicable, Product Agreement, Rental Agreement or Purchase Agreement). Capitalized terms not defined in this Implementation Timeline shall have the same meanings as in the Customer Order and Master Agreement (or, if applicable, Master Terms and Conditions). CareFusion and Customer shall use commercially reasonable efforts to complete the services for each Implementation Phase described below on or before the applicable Completion Date. Prior to the commencement of the first Implementation Phase, the timeline can be adjusted without penalty based upon mutually agreed upon dates.

Implementation Phase - Key Milestone	Milestone Description	Completion Date
Plan - Kick Off Project	CareFusion and Customer confirm project scope, governance methodology, project plan, resource plan, introduce design and training approach (super user and end user).	N/A
Plan - Install Servers	CareFusion and Customer deploy the contracted servers based on the agreed upon specifications for production and test environments. Customer procures third-party hardware equipment (if necessary).	N/A
Plan & Validate - Solution Design & Planning	CareFusion and Customer obtain greater than 80% system application design decisions through workshops, education discussions, workflow and policy and procedure assessment. CareFusion and Customer confirm that training and equipment deployment plans are created.	N/A
Validate - Solution Validation	Customer completes system build, application, interface and workflow validation.	N/A
Validate - Migrate to Production System	CareFusion and Customer completes production server and interface activation.	N/A
Execute - Super User & End User Training	All CareFusion provided super user training completed. All Customer provided end user training completed.	N/A
Execute - Confirm Infrastructure Ready	Customer completes all related construction or site preparation in order to accommodate product equipment. This includes physical (walls, shelving, etc.), electrical, and communications (network connections) infrastructure.	N/A
Execute - Equipment Deployment Start	Start of Products/Solutions go live and equipment confirmation.	N/A
Execute - Equipment Deployment End	Completion of Products/Solutions go live and equipment confirmation.	N/A
Term Begin Date		12/1/2022

Implementation Timeline Assumptions	Description
Scope Assumptions	Customer agrees to provide qualified resources, a complete IT infrastructure, and a staging area that supports the requirements to implement the Products/Solutions as defined by the Completion Dates.
Additional Assumptions	None

Implementation Timeline is valid if signed by both Parties by the Timeline Expiration Date. Each person signing this Implementation Timeline represents that he/she intends to and has the authority to bind his/her respective Party to this Implementation Timeline.

Implementation will not commence nor products ship before this Implementation Timeline is processed with an executed Customer Order.

University Medical Center (UMC) of Southern Nevada		CareFusion Solutions, LLC	
Sign:		Sign:	Josh Meersman, Sr. Manager Capital Contracting MMS
Print:		Print:	Digitally signed by Josh Meersman, Sr. Manager Capital Contracting MMS
Title:		Title:	Date: 2022.03.15 15:08:08 -07'00'
Date:		Date:	

Created by: Kristy Mills

Created on: 3/7/2022 4:17 PM

Customer acknowledges and agrees that CareFusion shall begin invoicing for the Products/Solutions identified on Customer Order 1000220739 & 1000220096pursuant to the Term Begin Date listed above, regardless of whether the Products/Solutions have been completely installed or accepted by the Customer.

May 13th, 2022

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

Re: Request for competitive bidding information regarding Pharmacy Equipment.

Dear Mr. Ramirez:

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

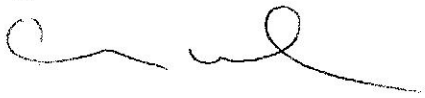
HealthTrust's bid and award process is described in its Contracting Process Policy [HT.008] available on its public website {http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are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

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

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

The above-described process was followed with respect to the Pharmacy Equipment category. HealthTrust issued RFPs and received proposals from identified suppliers in the Pharmacy Equipment category. A contract was executed with Carefusion and Omnicell in December of 2021. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,



Craig Dabbs
Account Director, Member Services

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and University Medical Center of Southern Nevada. Failure to submit the requested information may result in a refusal by the GB to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

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

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

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

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB) . This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE**): An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

***Number of Clark County Nevada Residents employed by this firm. (*Do not leave blank. If none or zero, put the number 0 in the space provided.)**

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

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

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

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

2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form.

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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:	CareFusion Solutions, LLC	
(Include d.b.a., if applicable)		
Street Address:	3750 Torrey View Court	**Website: www.bd.com**
City, State and Zip Code:	San Diego, CA 92130	**POC Name: Tera Luedde** **Email: Tera.Luedde@bd.com**
Telephone No:	760-994-7764	**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

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

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

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

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

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

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

Signature	Phillip Emmert Print Name
NA Assoc. Dir, Quality Mgmt. Title	October 21, 2020 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Client Services Agreement for Core Measures and Other Registries Abstraction Services with DASpecialists, LLC**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Client Services Agreement for Core Measures and Other Registries Abstraction Services with DASpecialists, LLC; authorize the Chief Executive Officer to execute amendments or renewal options within his delegation of authority; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000876000 Funded Pgm/Grant: N/A
Description: Abstraction Services
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: 12 months from Effective Date w/4 additional 12-month automatic renewals
Amount: $120,000 annually; $600,000 cumulative for five years
Out Clause: 60 days' notice for convenience or prior to any 12-month renewal; Budget Act and Fiscal Fund Out

BACKGROUND:

Since January 2013, UMC has had an agreement with Primaris Healthcare Business Solutions ("Primaris") to provide quality performance measure abstraction services (data collection, abstraction and support services) in compliance with CMS and Joint Commission requirements ("Services"). In December of 2021, Primaris transferred its core measure and registry services to DASpecialists, LLC ("DAS").

This request is to enter into a new Client Services Agreement for Core Measures and Other Registries Abstraction Services with DAS to continue to provide the Services. UMC will provide DAS with access to identified eligible patient cases to be abstracted, and access to patient medical records as determined to be necessary to complete services. Cases will be reviewed, abstracted and data entered utilizing UMC's existing abstraction database software vendor.

Staff requests authority for the Chief Executive Officer to execute amendments or renewal options at his discretion and within his delegation of authority if deemed beneficial to UMC.

Cleared for Agenda
May 25, 2022

Agenda Item #
7

UMC will compensate DAS $120,000 per year or an aggregate NTE $600,000 for five (5) years. UMC may terminate the Agreement for convenience by providing a 60-day written notice.

UMC's Quality, Safety and Regulatory Officer has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their May 18, 2022 meeting and recommended for approval by the Governing Board.

DASpecialists, LLC

A National Provider of Hospital Registry Abstraction and Support Services

Client Services Agreement for
Core Measures and Other Registries Abstraction Services
04//27/2022

This Services Agreement ("Agreement") shall be effective as of the date last executed by the parties below ("Effective Date"), is made by and between DASpecialists, LLC, a limited liability company ("DAS") and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, ("Client"). Client and DAS are referred to individually in this Agreement as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, Client owns and operates an acute care hospital facility located in Nevada;

WHEREAS, DAS provides qualified abstraction personnel, hereinafter called Consultants, to perform specified hospital registry abstraction and support services within the parameters outlined in Exhibit A; and

WHEREAS the parties wish to establish a mutual agreement for DAS to perform STS and ACC NCDR abstraction and support services according to the terms and conditions set forth herein.

NOW, THEREFORE, in light of the mutual covenants and agreements contained herein and the exchange of mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Overview of Services/Scope of Work

DAS will provide to Client the data collection, abstraction and support services as outlined in Exhibit A ("Services"). Client is to provide DAS with access to identified eligible patient cases to be abstracted, and access to patient medical records as determined to be necessary to complete services as outlined in Exhibit A. Cases will be reviewed, abstracted and data entered utilizing the Client's existing abstraction database software vendor. Summary documentation reports submitted as determined to Client with production schedules developed as mutually determined. Client shall be billed as described in Exhibit A and Schedule A attached thereto.

Fees have been developed based on the Abstraction and Assumption Parameters outlined in Exhibit A, attached hereto and incorporated herein by reference. In the event the actual work required by Client is materially different in scope than that outlined on Exhibit A, DAS shall notify Client of the different scope and a proposed revised scope of work description and/or fee schedule. Client shall have 10 business days to review and comment on the DAS proposal. If Client does not agree to the DAS proposal after those 10 days, DAS may terminate this Agreement without any further liability on its part. Within the scope of work as outlined in Exhibit A, all per case rates will be guaranteed for the full 12 month service agreement.

2. Term/Termination of Service Agreements

2.1 This Agreement has been developed as a continuous service agreement for a period of 12 months (the "Initial Term") with an automatic renewal for 4 additional 12-month periods (each, a "Renewal Term") unless notified in writing a minimum of sixty (60) days prior to the beginning of a Renewal Term. Continuous service is defined as at least one registry being outsourced to DAS for 12 consecutive months to be eligible for the 12 month per case rates. This Agreement may be terminated by either Party for cause. Definition of cause only is failure of DAS to perform services/ scope of work as outlined in this Agreement or failure of Client to reimburse service invoices as outlined below. This

Agreement will automatically terminate in the event that either party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against a party and is not dismissed within thirty (30) days following commencement. Termination of agreement does not relieve Client of its obligation to pay for Services rendered prior to termination or charges for travel arrangements (if any) to Client site that were purchased by DAS prior to receipt of notification of termination. Termination under this provision shall not constitute an election of remedies by party and both parties shall have and retain all rights to damages at law and rights to equitable relief in the event of breach of the other party.

2.2 Termination For Convenience

Either party may terminate the Agreement for convenience by providing a 60-day written notice to the other.

2.3 Budget Act and Fiscal Fund Out

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

3. Non-Solicitation of Consultants

Client agrees during the term of this Agreement and for a period of one (1) year following termination of this Agreement to refrain from employing or utilizing the services of any Consultant representing DASpecialists, LLC who was involved in the provision of services to Client under this Agreement.

4. Relationship of Parties

As to the rights, obligations, and relationships established under this Agreement, each party is an independent contractor of the other. This Agreement shall not be construed as creating a relationship of employment, agency, partnership, joint venture, or any other form of legal association. This Agreement confirms no power on a party to bind the other party to assume or to create any obligation or responsibility on behalf of the other party or in the other party's name.

5. Confidential Information

A. For the purposes of this Agreement, "Confidential Information" shall mean all information which a Party deems to be proprietary and essential to its business or competitive success or otherwise desires to protect from unrestricted disclosure or competitive use. Confidential Information includes, but is not limited to, information concerning systems, techniques, business plans, writings, research, personnel, strategic plans, financial records, marketing plans, customer lists and profiles, manuals, workbooks, documentation distributed by one party to the other, and any other information of whatever nature in a party's possession or control which has not been published or disclosed to the general public or which gives the party an opportunity to obtain an advantage over competitors who do not know of, use, or otherwise have access to such Confidential Information, and also includes any information relating to any identified or identifiable natural person which is made available by or on behalf of Client in connection with this Agreement. Confidential Information includes the proprietary or confidential information of third parties who have granted to a party hereunder licenses relating to such proprietary or confidential information.

B. Except as expressly permitted by this Agreement, no party shall disclose, license, sell or reveal another party's Confidential Information except (i) to its employees or agents who have a need to know and are bound by confidentiality terms no less restrictive than those contained herein, or (ii) to the extent required by law following prompt written notice of such requirements to the affected party such that the affected party may seek a protective order.

C. No party shall use the other party's Confidential Information for any purpose other than performing its obligation under this Agreement. Each party shall use all reasonable care in handling and securing the other party's Confidential Information and shall employ the same security measures to protect the other party's Confidential Information as it uses to protect its own Confidential Information. Following the expiration or termination of this Agreement, each party possessing Confidential Information owned by the other party shall either return or destroy, at the option of the party owning such Confidential Information, all of such other party's tangible Confidential Information in its possession; provided, however, that a party may retain any backup, archival files or internally-generated data regarding the Confidential Information in a secure location solely to satisfy a party's internal document retention policies or to the extent that applicable law or regulation requires its retention. If an owning party opts for destruction of its Confidential Information, the possessing party shall promptly certify in writing to such owning party that its Confidential Information has been destroyed and that no copies have been retained by its or its employees and agents.

D. The parties agree that the breach, or threatened breach, of any provision of this paragraph may cause irreparable harm without adequate remedy at law. Upon any such breach or threatened breach, a party shall be entitled to injunctive relief to prevent the other party from commencing or continuing any action constituting such breach, without having to post a bond or other security and without having to prove the inadequacy of the other available remedies. Nothing in this Paragraph shall limit any other remedy available to the parties.

E. Public Records

Notwithstanding anything to the contrary in this Agreement, DAS acknowledges that Client is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Client receives a demand for the disclosure of any information related to the Agreement which DAS has claimed to be confidential and proprietary, Client will immediately notify DAS of such demand and DAS shall immediately notify Client of its intention to seek injunctive relief in a Nevada court for protective order. DAS shall indemnify, defend and hold harmless Client from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of DAS documents in Client's custody and control in which DAS claims to be confidential and proprietary.

F. This provision shall survive the expiration or termination of this Agreement.

6. Notice

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, and may be either personally delivered or sent by registered or certified mail in the United States

Postal Service, Return Receipt Requested, postage prepaid, addressed to each part at the addresses which follow, or to such other addresses as the parties may hereinafter designate in writing:

Client: University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Attn: Patty Davis

With a copy to:

DAS: DASpecialists, LLC
3788 Altamahaw Church Street #248
Altamahaw, NC 27202
Attn: Pamela Rottman

7. Health Insurance Portability and Accountability Act of 1996 (HIPAA)
DAS acknowledges that it is acting as business associate of Client under the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations issued thereunder ("HIPAA") and shall comply with all obligations imposed on DAS as a business associate under the Business Associate Agreement executed contemporaneously with this Agreement and incorporated herein by this reference ("BAA"). In addition to DAS's obligations under the BAA, the Parties shall act at all times in compliance with any applicable provisions of HIPAA. The Parties shall not use or disclose any Protected Health Information (as defined in 45 C.F.R Section 164.501) or individually identifiable Health Information (as defined in 42 U.S.C. Section 1320d) (collectively, "Health Information"), other than as permitted by HIPAA and the terms of the Agreement. In addition, the Parties shall comply with all applicable state laws and regulations governing or pertaining to the confidentiality, privacy, security, and electronic and transaction code transmissions pertaining to Health Information.

8. Indemnification
Each Party agrees that it is responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of its employees, agents or employees or agents of its subcontractors.

9. Miscellaneous Provisions
A. Governing Law; Venue
INTENTIONALLY OMITTED

B. Insurance coverage

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

C. Non-Excluded Healthcare Provider

DAS represents and warrants to Client that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of goods or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide goods or services hereunder. DAS represents and warrants to Client that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such DAS or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement.

D. City or State-specific Taxes or Revenue
Client will not responsible for any city or state-specific sales or revenue taxes, if applicable.

E. Audits
The performance of this Agreement by DAS is subject to review by Client to ensure Agreement compliance. DAS agrees to provide Subscriber any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to DAS. 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.

F. Assignment
This Agreement is binding upon and inures to the benefit of the parties, their successors and permitted assigns. Neither party may assign or delegate this Agreement or any of its interests therein without the express prior written consent of the other party, except that DAS may assign its rights, interests and obligations under this Agreement to its parent, subsidiary or affiliate without the consent of, but upon written notice to Subscriber. Any assignment prohibited hereby shall be null and void.

G. Compliance
The parties agree to comply with all federal, state, and local laws and/or regulations relative to their activities pursuant to this Agreement. DAS further agrees to comply with the relevant compliance policies of Client, including its corporate compliance program, its policies concerning onsite vendors and contractors (I-179 policy, I-66 policy and Code of Ethics), and must register through Client's vendor management/credentialing system prior to arriving onsite at any of Client's facilities. DAS's employees, agents, subcontractors and/or designees who do not abide by Client's policies may be barred from physical access to Client's premises.

Entire Agreement
This Agreement and its exhibits set forth the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and the transactions contemplated by this Agreement and supersede all prior agreements, arrangements and undertakings relating to the subject matter of this Agreement. No representation, promise, inducement or statement of intention has been made by any Party which is not embodied in or superseded by this Agreement or the exhibits referred to in this Agreement.

H. Amendments
This Agreement may only be amended by mutual consent of Client and DAS by means of a written instrument signed by all Parties. Email correspondence shall not constitute a writing sufficient to modify this Agreement. Any purported amendment of this Agreement is invalid if not in a writing signed by the Parties.

I. Waiver; Severability; Force Majeure; Publicity
Any waiver by either Party of any act, failure to act or breach on the part of any other Party shall not constitute a waiver by the waiving Party of any prior or subsequent act, failure to act or breach by a Party unless the waiver is signed by the Party against whom the waiver is asserted. Any provision of the Agreement that is determined by any court of competent jurisdiction to be invalid or unenforceable will not affect the validity or enforceability of any other provision of the Agreement. Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations, with the exception of payment obligations, by reason of any fire, earthquake, flood, snowstorm, pandemic or epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order or any failure, interruption or delay of any transportation, power or communications

system or any other causes beyond that party's reasonable control. Neither party shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities without the prior written consent of the other party.

J. Counterpart Execution; Facsimile Execution

This Agreement may be executed in any number of counterparts with the same effect as if Client and DAS had signed the same document. All counterparts will be construed together and shall constitute one agreement. Signatures transmitted by facsimile shall have the same effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by signature of their duly authorized representative as of the day and year written below.

University Medical Center of Southern Nevada

By: Mason Van Houweling

Title: Chief Executive Officer

Date:

DASpecialists, LLC

By: Pamela Rottman, President

Date: 05/09/2022

Hospital Accounts Payable Contact and Telephone (Required for full execution of agreement)

Name _____ Telephone _____

Purchase Order # _____ (Required by DASpecialists before implementation)

Signature Page



DASpecialists, LLC

A National Provider of Hospital Registry Abstraction and Support Services

Exhibit A to Service Agreement
Agreement Parameters and Assumptions

Type of Medical Records system: EPIC

Performance Measure System (PMS/Database Software) Vendor: Various 3rd party vendors

Abstraction Assumptions and Parameters Details
The following abstraction assumptions and parameters are included in the above per case rates except as noted.

Production Schedule: To be determined.

Patient Records Access: Per case rates are based on accessing patient records electronically via one electronic application portal. Multiple applications or sources of patient records will incur an additional per case up charge based on the complexity of the access of the application. Client will provide DAS with a chronological view of all Episodes of Care and the information contained within these Episodes of Care for review in the event that information from a prior Episode of Care is needed to complete the abstraction related to the necessary information being unavailable in the current/assigned Episode of Care as appropriate to Specification Manual guidelines.

Paper patient records and/or supplemental documentation not located within electronic medical records are to be supplied to DAS either by scanning and housing on hospital's "shared drive" (see details below).

Patient Lists: Patient lists are to be supplied by hospital in Excel format or in a format which can be copied into Excel. DAS can also download patient lists directly from hospital's PMS software vendor if available. It is the responsibility for the hospital to provide DAS notification when patient lists are available.

HIPAA and PHI
DASpecialists has established strict internal protocols for HIPAA and the communication of PHI. Client is to provide access to a dedicated folder on the hospital's shared drive (or other HIPAA compliant method such as secured email) for the purpose of transferring patient lists, case reconciliation spreadsheets and other PHI information if mutually agreed upon.

Abstraction of Data Elements:
All required Measure or Registry data elements will be abstracted with parameters as outlined by the current appropriate Registry or Measure Specification Manual and utilizing any additional hospital supplied defaults. Only the current Episode of Care (EOC) documentation will be utilized unless directed otherwise within each registry or measure specification manual.

Additional *hospital-specific* data elements are .25 to .50 per case depending on complexity of collection and additional hospital-specific documentation requested within the database application and/or case reconciliation monthly reports.

Missing Documentation Procedures:
Patient Charts are reviewed for missing documents during the abstraction process and all missing documents which may affect the abstraction are requested from the hospital. Missing documents which are not provided by the hospital at the close of each monthly project (as determined by the agreed upon Production Schedule) and which results in missing target thresholds (or validation) will be noted on the project case reconciliation spreadsheet. DAS reserves to the right to include additional service fees if missing documents requests and tracking occur in amounts greater than 8% of patient abstractions which in turn results in abstractors having to request and re-review multiple cases prior to the close of each project.

DAS reserves the right to abstract cases utilizing default guidelines outlined in the each Specification Manual when data has not been clearly documented in existing patient medical record documentation. Hospital-specific default guidelines must be defined prior to start of project. Retrospective changes in hospital-specific defaults will incur additional re-abstraction service fees.

Re-Abstraction or Re-Review of Cases:
Re-Abstraction of cases may occur when patient documentation is added (by the hospital) to the patient chart *after the close* of the project and DAS is requested to re-review and re-abstract the case based on the new, additional documentation. Fees outlined below. DAS requests missing patient documents which may affect the abstraction prior to the close of each project.

Changes of abstraction parameters which result in re-abstraction of cases will incur additional administrative hourly service fees. DAS will work closely with each client in advance to define and clarify potential "subjective" data definitions in writing prior to the first project. Unless notified in advance, DASpecialists' will abstract cases utilizing pre-determined or acceptable specification manual defaults (for missing data or documentation). Defaults will be noted in the Case Reconciliation Reports.

Client requests or abstraction disputes or challenges which require DAS to provide additional data definition support documentation for the purpose of clarifying specification manuals guidelines for a correctly abstracted case is billable in five (5) minute increments under the Administrative hourly rate.

Education/Training/Consultation Services (optional services)
Training/educational services for understanding data definition interpretations are available for individuals (such as outcome managers) or structured training services such as learning activities, downloadable hospital-specific webinars or formal presentations. The per hour rate will also be applied to any educational services. Consultation services include process improvement recommendations, PMS vendor assistance, IT (IS) access issues, etc. Specific projects will be quoted and approved by client prior to implementation.

Submission of Data
DASpecialists will include submission services to the Registry databases under the project management services fees if both access and administrative rights are issued to run submission files. If access is not issued, DASpecialists will be granted all Data Quality Reports for final Quality Assurance protocols.

Patient Follow-up Services (optional service and if applicable)

DASpecialists will provide 30 day, annual or other patient follow-up services and data entry for specific registries upon request only and is charged separately from the base abstraction fees. Services are only available for patient chart review. DASpecialists does not directly contact physician or patients.

Hospital Liaison
Client agrees to assign one liaison who will be the conduit for communication for all patient lists, IT issues and channel information between DASpecialists and the hospital's outcomes managers, physicians, etc. This liaison will need to have a working understanding (or be trained by DAS at the hourly education rate) of data element interpretation guidelines.

Client Reports: Per case rate also includes case reconciliation reports such as case identification, submission and documentation issue/measure failure (or complication) feedback. Extra documentation and/or analysis may incur additional fees depending on the complexity. The *case reconciliation spreadsheet* provides the opportunity for the hospital to record internal memos and to provide opportunities to communicate inquiries back to DASpecialists. Client is to review and respond within two weeks of completion of project or project will be considered closed and additional fees may incur if DASpecialists is requested to review or make changes after the deadline.

Validation/Data Quality Reports: DAS is to be provided access to and the ability to run all database application validation or "quality reports" for the purpose of Quality Assurance and to identify any missing data elements, etc. In addition, DAS is to be supplied all "external" validation or quality reports from 3rd parties such as the NCDR or STS registry's validation reports.

Location of Processing: Proposal has been developed for remote access abstraction services.

Costs and Terms of Agreement: DAS will charge Client for Services (as defined in Section 1 of the Agreement) according to the fee schedule attached as Schedule A to this Exhibit A. DAS will bill Client on a periodic basis, by means of an electronic invoice, for cases completed and/or Services rendered during the prior month. Each invoice shall include: (1) for any charges billed on a per case basis, detail and documentation as to the number of cases completed; and (2) for any charges billed on an agreed upon flat fee, the Services provided and the corresponding fee, and (3) for any charges billed on an hourly basis, the date each and any Services charged by hourly rate were provided, a description of the Services on that date, the provider of the Services, the hourly rate for the Services and a total amount for the Services for that date. Payment is due with 30 days of invoice date. DAS reserves the right to temporarily suspend all services until past due invoices over 30 days are paid. All Agreements and service fees are developed on thirty (30) day net terms. Service Agreements begin upon date of Client's signature.

DASpecialists, LLC

A National Provider of Hospital Registry Abstraction and Support Services

Client Services Agreement
Schedule A to Exhibit A

Rates and fees are based on previously outlined Proposal Parameters and Assumptions. Client agrees to pay DAS for the performance of services described in this Schedule for the not-to-exceed (NTE) amount of **$120,000 for the Initial Term (12 months from Effective Date).** The parties estimate that performance of this contract will not exceed the NTE amount of $120,000 per year, and DAS agrees to use commercially reasonable efforts to perform the work and all obligations under this contract within the NTE amount.

Pricing includes Per EOC/Case Rates for a 12-month. To qualify for the 12-month continuous service per case rates at least one registry must be outsourced to DAS for 12 consecutive months. Per case rates also based on accessing patient information with one EHR application and one database (data entry) application per facility or Registry. Please add $1 per case rate for any internal additional (secondary) EMR software applications abstractors must separately access to obtain patient documentation.

Abstracted Registry	Per Case Hospital rate	Comments
OP Stroke	$14.60	
Sepsis Tier 1 (not 2,3,4,)	$16.50	
Sepsis Tier 2 - Severe Sepsis question completed	$48.45	
Sepsis Tier 3 - Initial Hypotension Question Completed	$72.25	
Sepsis Tier 4 - Persistent Hypotension Question Completed	$120.45	
OP ED (aka HOP ED TPT)	$14.00	
PC-Mothers (01-03)	$13.35	
PC - Baby BSI (04)	$13.35	
PC-Baby BF (05)	$13.35	
PC-Baby UC (06)	$13.35	
GWTG-Stroke (Comprehensive)	$105.00	Also referred to as the "long form"
GWTG-HF	$85.00	

CathPCI Version 5.0	$100.00	
CP-MI Version 3	$100.00	
STS-ACS Tier 1 (< 7 day LOS)	$165.00	
STS-ACS Tier 2 (> 7 day LOS)	$185.00	
TVT Tier 1 (< 7 day LOS)	$165.00	The TVT registry is included here for possible future consideration and is optional
TVT Tier 2 (> 7 day LOS)	$185.00	
Monthly Project Management and Maintenance Fees	$50 per hour	Project fees are for administrative work including IT Access or issues, summary reconciliations, conference calls or meetings, etc. Detailed timesheets provided for validation.
Ineligible Cases (if applies)	50% of case rate	Ineligible cases are patients assigned to DAS but upon review are determined not to be eligible for inclusion. Cost is for time spent for review case and hospital is notified of status
Re-abstraction of Cases	75% of rate	

DASpecialists, LLC

A National Provider of Hospital Registry Abstraction and Support Services

ATTACHMENT "B"

INSURANCE REQUIREMENTS

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

A. **Format/Time**: DASpecialists shall provide Client with Certificates of Insurance for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by the HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.

B. **Best Key Rating**: Client requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

C. **HOSPITAL Coverage**: Client, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. DASpecialists' insurance shall be primary as respects Client, its officers and employees.

D. **Endorsement/Cancellation**: DASpecialists' general liability and automobile liability insurance policy shall be endorsed to recognize specifically the DASpecialists' contractual obligation of additional insured to Client and must note that Client will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives Client automatic additional insured status must be attached to any certificate of insurance.

E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000.

F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, DASpecialists shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

H. **Automobile Liability**: Intentionally deleted.

I. **Professional Liability**: DASpecialists shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of Client.

J. **Workers' Compensation**: DASpecialists shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the state of North Carolina.

K. **Failure To Maintain Coverage**: If DASpecialists fails to maintain any of the insurance coverage required herein, Client may withhold payment, order DASpecialists to stop the work, declare DASpecialists in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Client may collect any replacement insurance costs or premium payments made from DASpecialists or deduct the amount paid from any sums due DASpecialists under this Agreement.

L. **Additional Insurance**: DASpecialists is encouraged to purchase any such additional insurance as it deems necessary.

M. **Damages**: DASpecialists is required to remedy all injuries to persons and damage or loss to any property of Client, caused in whole or in part by DASpecialists, their subcontractors or anyone employed, directed or supervised by DASpecialists.

N. **Cost**: DASpecialists shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Submittal Requirements Clause in the Agreement for the appropriate mailing address.

P. **Insurance Form Instructions**: The following information must be filled in by DASpecialists' Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.
2. Company's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
   - (A) Policy Number
   - (B) Policy Effective Date
   - (C) Policy Expiration Date
   - (D) Each Occurrence ($1,000,000)
   - (E) Damage to Rented Premises ($50,000)
   - (F) Medical Expenses ($5,000)
   - (G) Personal & Advertising Injury ($1,000,000)
   - (H) General Aggregate ($2,000,000)
   - (I) Products - Completed Operations Aggregate ($2,000,000)
5. Automobile Liability (Any Auto)
   - (J) Policy Number
   - (K) Policy Effective Date
   - (L) Policy Expiration Date
   - (M) Combined Single Limit ($1,000,000)
6. Worker's Compensation
7. Professional Liability
   - (N) Policy Number
   - (O) Policy Effective Date
   - (P) Policy Expiration Date
   - (Q) Aggregate ($1,000,000)
8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

   University Medical Center of Southern Nevada
   c/o Contracts Management
   1800 W. Charleston Blvd.
   Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.

Business Associate Agreement

This Agreement is made effective as date of the last signature ("Effective Date") by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **DA Specialists**, 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.

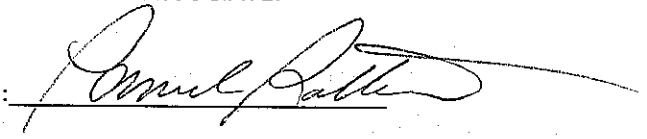
COVERED ENTITY:

By:_____
Mason VanHouweling

Title: CEO

Date:_____

BUSINESS ASSOCIATE:

By: 

Title: President

Date: 1/10/2022

2407 Hyde Park Road
Jefferson City, MO 65109
www.primaris.org
Equal Opportunity/Affirmative Action Employer

December 13, 2021

To: Primaris (Abstraction Services) Clients

Purpose: Transfer Primaris Holdings, Inc. interests and obligations for core measure and registry abstraction services contracts.

Transfer Date: On or before 1/1/2022, dependent upon acceptance of previous/current Primaris clients.

This letter is to inform you that Primaris Holdings, Inc. (Primaris) will transfer its core measure and registry services and associated contract (s) to DASpecialists, LLC (DAS) on or before January 1, 2022.

DAS is a North Carolina-based company registered and operating in Good Standing. DAS has been working with Primaris Holdings, Inc. for nearly a year and is familiar with the core measure and registry contracts and clients, including your organization. DAS will assume all responsibilities and obligations of the associated contract (s), including but not limited to hiring the current employees working on the aforementioned contract (s) and continuing the abstraction services that support your organization's success.

Transfer recipient:	DASpecialists, LLC (DAS)
Business Address:	3788 Altamahaw Church Road, #248, Altamahaw, NC 27202
FEIN:	27-4240699
Business Contact:	Pamela Rottman; prottman@DASpecialists.com; 336-684-7253

Please note that the relationship and contract management will belong to DAS on 1/1/2022. We assure you of a seamless transition in services. All associated records, including documents that must be retained to meet federal and state requirements, will be transferred to DAS for proper storage and retention. Historical documents utilized for reference, such as reports, will also be turned over to DAS.

Lastly, DAS is in the process of reviewing Scope of Work (SOWs) and implementation plans for 2022 requirements per the Centers for Medicare and Medicaid Services (CMS) (or other requirements) in preparation for contract transition and delivery of services. All required and pending contract amendments may continue with Primaris Holdings, Inc. and transition to DAS as they are executed. Please acknowledge acceptance by signing below. If you choose not to transition your organization's contract to DAS, please notify Primaris in writing on or before December 31, 2021.

You have always been our valuable client and partner. We look forward to your cooperation. For further details, please don't hesitate to reach out to us.

PHI Transfer and Consent
12132021

Primaris Holdings, Inc.
Attn: Richard Royer, CEO
2407 Hyde Park Road
Jefferson City, MO 65109

With a copy to:

Primaris Holdings, Inc.
Attn: Vickie Alexander, CQO
224 N. Hwy 67, Ste 181
Florissant, MO 63031
Or email: valexander@primaris.org

e. To perform all remaining and obligations of Transferor under the Services Agreement; and
f. To indemnify and hold Transferor harmless from any claim or demand resulting from non-performance by Transferee; and

2. Represents and warrants that it has been provided with a copy of the Services Agreement, together with all SOWs and fully understands its obligations under the Services Agreement.

IV. AUTHORITY TO EXECUTE AGREEMENT

Each is executing this consent on behalf of a partnership or corporation represents that they are fully authorized to execute and deliver this consent on behalf of the corporation and partnership and agree to deliver evidence of their authority to the client upon request.

V. EXECUTION.

Transferor, Transferee, and Client have executed this consent as of the date outlined in "I. PARTIES AND DATE" above.

Primaris Holdings, Inc.

Signature

Richard A. Royer, CEO
Print name and title

12/16/21
Date

DASpecialists, LLC

Signature

Pamela Rottman, CEO
President

12/16/2021
Date

CLIENT: _____

_____
Print name and title

_____
Date

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:	DASpecialists, LLC	www.daspecialists.com
(Include d.b.a., if applicable)		
Street Address:	3788 Altamahaw Church St # 248	**Website:**
City, State and Zip Code:	Altamahaw, NC 27202	**POC Name:**
		Email:
Telephone No:		**Fax No:**
Nevada Local Street Address:		**Website:**
(If different from above)	N/A	
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)
Pamela Rottman	President	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 — Print Name: Pamela Rottman

Title: President — Date: 05/06/22

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Award RFP No. 2022-01 Early Out Self-Pay Pre-Collection Services to CMRE Financial Services, Inc. d/b/a Healthcare Revenue Management Group (HRMG)**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board award RFP No. 2022-01 Early Out Self-Pay Pre-Collection Services to CMRE Financial Services, Inc. d/b/a Healthcare Revenue Management Group (HRMG), and authorize the Chief Executive Officer to sign the RFP No. 2022-01 Service Agreement and exercise any extension options; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000853000
Funded Pgm/Grant: N/A
Description: Early Out Self-Pay Pre-Collection Services
Bid/RFP/CBE: RFP 2022-01
Term: 10/1/2022 to 9/30/2025 with two, 1-year options
Amount: Estimated potential aggregate of $2,500,000 for five (5) years
Out Clause: 30 days w/o cause

BACKGROUND:

On January 20, 2022, a notice of interest was sent out in NGEM allowing companies to express their interest in participating in RFP No. 2022-01 for Early Out Self-Pay Pre-Collection Services. The RFP was also published in the Las Vegas Review Journal on January 23, 2022. On March 15, 2022, responses were received from:

CBE Customer Solutions
CMI Group
Convergent Revenue Cycle Management
Firstsource Solutions
Frost-Arnett Company
GeBBS Healthcare Solutions
Healthcare Revenue Management Group (HRMG)
Nationwide Credit and Collection
Revco Solutions
RSI Enterprises
SHERLOQ Revenue Solutions
Total Credit Recovery
USCB America
Wakefield & Associates

Cleared for Agenda
May 25, 2022

Agenda Item #
8

An ad hoc committee (comprised of UMC Patient Accounting staff) reviewed the proposals independently and anonymously, and recommends the selection of, and contract approval with HRMG.

For the estimated total RFP award of $2,500,000 for the Term of the Agreement, HRMG will provide billing and collection activities related to pre-collection services for self-pay balances and self-pay balances after insurance ("Services"). All accounts with balances after insurance or without insurance coverage will be sent to HRMG for collection for up to 120 days of account placement prior to sending to bad debt. These Services include printing and mailing statements generated out of Epic, managing any and all return mail, providing outgoing dialing campaigns, email and text messaging when appropriate, establishing and managing payment arrangements, answering questions related to statements, and fielding calls for account audits and charge disputes, among other things. HRMG will provide one (1) FTE onsite representative and at least two (2) remote representatives who are bilingual (English and Spanish).

The Agreement Term is from October 1, 2022 through September 30, 2025 with the option to extend for two (2), 1-year periods.

Staff has negotiated the terms of the Agreement and fees associated with these Services and found them equitable for the work to be performed. Staff also requests authorization for the Hospital CEO, at the end of the initial Term, to exercise the extension option(s) at his discretion if deemed beneficial to UMC.

UMC's Patient Accounting Director has reviewed and recommends award of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

HRMG currently holds a Clark County Limited Vendor Registration.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their May 18, 2022 meeting and recommended for award by the Governing Board.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

SERVICE AGREEMENT
RFP NO. 2022-01

CMRE FINANCIAL SERVICES, INC. D/B/A HEALTHCARE REVENUE MANAGEMENT GROUP (HRMG)
NAME OF COMPANY
Pat Nixon, Vice President of Sales and Marketing
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
3075 E. Imperial Highway, Ste. 200 Brea, CA 92821
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(714) 982-5224
(AREA CODE) AND TELEPHONE NUMBER
(XXX) XXX-XXXX
(AREA CODE) AND FAX NUMBER
Patrick.nixon@meduitrcm.com
E-MAIL ADDRESS

SERVICE AGREEMENT

This Service Agreement (the "Agreement") is made and entered into this 25th day of May 2022 ("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 CMRE FINANCIAL SERVICES, INC. D/B/A HEALTHCARE REVENUE MANAGEMENT GROUP (HRMG) (hereinafter referred to as "COMPANY"), for Early Out Self-Pay Pre-Collection Services (hereinafter referred to as "PROJECT").

W I T N E S S E T H:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and budget allowance as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from October 1, 2022 through September 30, 2025 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

HOSPITAL agrees to pay COMPANY for the performance of services described in the Fee Schedule (**Exhibit B**) for the estimated amount of **$2,500,000** for the Term of the Agreement. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Terms of Payments

1. Payment of monthly invoices will be made within 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 RFP 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.

C. HOSPITAL's Fiscal Limitations

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

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly.

B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, 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 will follow HOSPITAL's standard procedures as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities.

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. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:

1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.

I. Personnel Onsite. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, I-66 Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.

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

SECTION VI: SUBCONTRACTS

A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.

B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.

C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Kim 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. 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 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 H.

c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.

d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.

4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

SECTION X: INSURANCE

COMPANY shall obtain and maintain the insurance coverage required in **Exhibit 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: Legal
1800 W. Charleston Blvd.
Las Vegas, NV 89102

TO COMPANY: Healthcare Revenue Management Group (HRMG)
Attn: Pat Nixon, Vice President of Sales and Marketing
3075 E. Imperial Highway, Ste. 200
Brea, CA 92821

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. 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").

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, 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.

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

COMPANY agrees to complete and submit the attached Business Associate Agreement as set for in **Exhibit D**.

R. 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 online regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov, go to "Business License Department" (https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php).

[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 VAN HOUWELING DATE
Chief Executive Officer

COMPANY:

CMRE FINANCIAL SERVICES, INC. D/B/A HEALTHCARE REVENUE MANAGEMENT GROUP (HRMG)

By: Patrick Nixon May 06, 2022

PAT NIXON DATE
Vice President of Sales and Marketing

EXHIBIT A
EARLY OUT SELF-PAY PRE-COLLECTION SERVICES
SCOPE OF WORK

Scope of Work:

This scope of work is for Early Out Self-Pay Pre-Collection Services. COMPANY to provide billing and collections activities related to:

Pre-Collection Services for Self-Pay balances and Self-Pay Balances after Insurance. All accounts with balances after insurance or without insurance coverage are outsourced for collection for one hundred twenty (120) days prior to sending to bad debt. These services include printing and mailing statements generated out of Epic, managing any and all return mail, providing outgoing dialing campaigns, email and text messaging when appropriate, establishing and managing payment arrangements, answering questions related to statements, and fielding calls for account audits and charge disputes.

1.0 Compliance

- 1.1 To ensure HIPAA compliance, HOSPITAL assignments must be maintained separately.
- 1.2 Use of demographic information for any purposes other than to collect a HOSPITAL account is prohibited.
- 1.3 Should any new legislation take effect during the Term of this Agreement which necessitates changes to current HOSPITAL collection activities, HOSPITAL will be notified of the changes in writing.
- 1.4 COMPANY must be able to demonstrate that appropriate encryption is used to maintain system security.
- 1.5 COMPANY must be able to send and receive emails via TLS encryption to insure strict adherence to patient privacy.
- 1.6 COMPANY must be able to demonstrate that all personnel are trained on HIPAA compliance and PHI security.
- 1.7 Accounts may not be outsourced to a foreign country.

2.0 Representation and Training

- 2.1 COMPANY must provide HOSPITAL with a detailed plan of representative training activities associated with collection of HOSPITAL's accounts.
- 2.2 Mandatory Training must include all applicable laws, policies and regulations governing collection practices.
- 2.3 COMPANY will staff HOSPITAL accounts based on the following requirements:
  - 2.3.1 One (1) onsite representative will be required on a full-time basis at HOSPITAL's Patient Accounting Department.
  - 2.3.2 All HOSPITAL pre-employment processes must be completed prior to arriving onsite for work at the expense of COMPANY.
  - 2.3.3 Onsite representative will work HOSPITAL's direct lines for patient calls.
  - 2.3.4 COMPANY must adequately staff HOSPITAL's accounts remotely wherein at least two (2) representatives are bilingual (English and Spanish).
  - 2.3.5 COMPANY must be able to provide the first forty (40) hours of training. HOSPITAL will provide the Department specific training and orientation.
- 2.4 COMPANY must commit to providing services in a manner consistent with HOSPITAL's mission, vision and values.
  - 2.4.1 Standards of quality customer service and respect for human dignity will be maintained at all times when dealing with HOSPITAL's customers/patients.
  - 2.4.2 The responsibility for training representatives assigned to HOSPITAL accounts regarding service expectations rests exclusively with COMPANY.
- 2.5 Designated representatives must be assigned to HOSPITAL accounts.

3.0 Call System Requirements

3.1 COMPANY's call center system must be able to handle high volume calls (greater than 5,000 HOSPITAL calls per month).

3.2 Call center must be staffed at a minimum of Monday-Friday, 7:30 am - 4:00 pm Pacific Standard Time.

3.3 Dialing campaigns must comply with all applicable laws and regulations.

3.4 All telephone messages must be returned within twenty-four (24) hours.

3.5 HOSPITAL calls may not be comingled with other COMPANY calls.

3.6 HOSPITAL is to be notified as soon as possible of any phone outages, system outages or other unforeseen circumstances that affect HOSPITAL calls.

3.7 All calls must be recorded for future reference should a complaint or dispute be filed.

4.0 Assignment of Accounts

4.1 At the onset of the partnership, placements will include all day one (1) self-pay balances and self-pay after insurance balances.

4.1.1 International accounts will not be included.

4.1.2 HOSPITAL reserves the right to withhold certain Self-Pay accounts at its sole discretion.

4.1.3 Placements will be transmitted and received via secure FTP processes.

4.1.4 Placements per month average ~7K accounts for $17.3M.

4.2 COMPANY will have a minimum of ninety (90) days to work the account but no more than one hundred twenty (120) days.

4.2.1 HOSPITAL will automatically remove unresolved accounts at day one hundred twenty-one (121) for placement to bad debt.

4.2.2 If appropriate HOSPITAL payment arrangements are established, the account will remain with COMPANY for the term of the arrangements.

4.2.2.1 HOSPITAL will provide a copy of current Self-Pay discount and payment arrangement guidelines.

4.2.2.2 All exceptions to the approved discounts and payment arrangement guidelines must be requested in writing and approved by HOSPITAL.

4.2.3 Two (2) consecutive missed payments is considered delinquent and will initiate HOSPITAL to automatically remove the account for placement to bad debt.

4.2.4 COMPANY agrees to follow HOSPITAL guidelines for acceptable payment schedules.

4.3 Upon identification of third party insurance, the accounts will be properly updated in HOSPITAL's system to initiate the claims filing process.

4.3.1 COMPANY must have a process for verifying coverage prior to updating HOSPITAL accounts.

4.3.2 HOSPITAL will bill the insurance after COMPANY provides validated insurance information.

4.4 Remote access will be granted to HOSPITAL account management systems as determined appropriate by HOSPITAL.

4.4.1 Each COMPANY representative will be required to complete HOSPITAL's Information Security Agreement prior to being provided remote access.

4.4.2 COMPANY will be responsible for arranging an appropriate number of staff to attend HOSPITAL application training onsite at COMPANY's expense.

4.4.3 HOSPITAL reserves the right to revoke access.

4.4.4 All payments will be processed using HOSPITAL's payment Provider Relay Account.

4.4.4.1 Access will be granted to COMPANY representatives.

4.4.4.2 Payment Card Industry (PCI) compliance is required for all payment transactions.

5.0 Workflow

5.1 COMPANY will provide a detailed diagram describing the workflow used throughout the entire life cycle of the account from placement to cancellation/return.

5.2 COMPANY shall make changes to its workflow as directed by HOSPITAL.

6.0 Performance Expectations

6.1 A minimum of one (1) phone call attempt to the guarantor must be made within thirty (30) calendar days from account placement.

6.2 A minimum of two (2) phone call attempts to the guarantor between thirty-one (31) and sixty (60) calendar days from account placement unless paid in full or an acceptable payment arrangement has been established.

6.3 A minimum of four (4) phone call attempts to the guarantor between sixty-one (61) and ninety (90) calendar days from account placement unless paid in full or an acceptable payment arrangement has been established.

6.4 A minimum of two (2) phone call attempts to the guarantor between ninety-one (91) and one hundred twenty (120) calendar days from account placement unless paid in full or an acceptable payment arrangement has been established.

6.5 Call abandonment rate of less than six percent (6%).

6.6 Wait times should not exceed five (5) minutes without being offered the option to leave a message.

6.7 Account notes are required for every action taken on HOSPITAL accounts including automated dialing campaign logs.

6.7.1 COMPANY must be able to provide a file of notations in an agreed upon format for upload to HOSPITAL's system.

6.7.2 Note files will be transmitted daily via FTP.

6.8 Current Average Gross monthly Liquidation rate is ~3.3%.

7.0 Concerns and Disputes

7.1 COMPANY will be responsible for responding to patient concerns/disputes related to COMPANY's service and/or performance within forty-eight (48) hours of presentation.

7.2 COMPANY must be able to provide HOSPITAL with the recorded telephone conversation upon request.

7.3 A copy of all correspondence from COMPANY to the patient will be provided to HOSPITAL.

8.0 Reporting Requirements

8.1 HOSPITAL will provide file layouts to COMPANY for outlining the file structure of accounts to be placed from each financial system.

8.2 Daily placement files will be sent via FTP from HOSPITAL to COMPANY.

8.3 Daily transaction files that included payments, adjustments, notes and other miscellaneous transactions will be sent via FTP from HOSPITAL to COMPANY.

8.4 Daily deletion files will be sent via FTP from HOSPITAL to COMPANY.

8.4.1 Timeout returns at one hundred twenty-one (121) days.

8.4.2 Bankruptcy Discharges.

8.4.3 Legal Cases.

8.4.4 Approved for Retroactive Medicaid.

8.5 Daily acknowledgement of assignments by COMPANY.

8.6 Dialer File – Daily.

8.7 Inventory Report – Weekly.

8.8 Performance Report – Monthly.

8.9 Twelve (12) month Summary of Account Status – Monthly.

8.10 COMPANY to provide a comprehensive and customized service implementation and deployment package which includes developing bilateral interfaces to HOSPITAL's EMR system at no cost to HOSPITAL in order to meet HOSPITAL's data and reporting needs.

8.11 All reports can be provided via electronic media and formatted to the requirements as specified by HOSPITAL. All requested reports (including custom reports) will be provided to HOSPITAL at no additional cost.

9.0 Contacts

9.1 COMPANY must be able to identify a point person for Information Services issues.

9.2 Designate a management contact for oversight of onsite representative.

9.3 Provide a point person for FTP login.

9.4 Designate a contact for dispute resolution and information requests related to concerns or complaints.

9.5 Designate a liaison person for client service.

10.0 Statements

10.1 COMPANY will be responsible for maintaining current statement processes that include all costs associated with maintaining the statements.

10.1.1 Contact information on HOSPITAL Self-Pay statements will direct the patient to COMPANY's call center as if calling HOSPITAL.

10.1.2 COMPANY will have access to view HOSPITAL statements.

10.1.3 COMPANY agrees to adhere to HOSPITAL's existing statement dunning cycle.

10.1.4 COMPANY agrees to make any changes necessary to the statements per the request of HOSPITAL within thirty (30) days.

10.1.5 COMPANY agrees to maintain HOSPITAL's EMR system as the source of truth for all statements and letters sent to patients.

10.1.6 Currently ~10K statements are generated and sent per month.

11.0 Remittance and Collections

11.1 Invoices are to be submitted for payment to HOSPITAL's Accounts Payable Department on a monthly basis.

11.2 COMPANY must be able to provide an itemized statement of payments, discount adjustments, contingency amounts and account balances to HOSPITAL's Accounts Payable Department on a monthly basis.

12.0 Fair Debt Collections Practice Act

12.1 Adhere to the Fair Debt Collections Practice Act, Pub. L. 95-109; 91 Stat. 874, 15 U.S.C. § 1692 –1692p, and all applicable federal and state laws related to billing and collections.

12.2 Standards of quality customer service and respect for human dignity will be maintained at all times when dealing with HOSPITAL customers/patients.

13.0 Return Mail

13.1 COMPANY will be responsible for managing all return mail.

13.2 Average per month volume: 1,257 returns

13.3 COMPANY to provide address update file to import address updates.

EXHIBIT B
FEE SCHEDULE

I. Day 1 Placement

a. An uninsured contingency basis of 5.85% for uninsured clients.

b. An insured contingency basis of 5.85% for insured clients.

II. Day 45 Placement

a. An uninsured contingency basis of 5.85% for uninsured clients.

b. An insured contingency basis of 5.85% for insured clients.

III. Insurance Finder's Fee

a. $10 per find.

EXHIBIT C
EARLY OUT SELF-PAY PRE-COLLECTION SERVICES
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of this Agreement and any renewal periods.

B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary with respect to HOSPITAL, its officers and employees.

D. **Endorsement/Cancellation**: COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.

E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000.

F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

G. **Commercial General Liability**: Subject to Paragraph F of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

H. **Automobile Liability**: Subject to Paragraph F of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.

I. **Professional Liability**: COMPANY shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.

J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.

K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate this Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Agreement.

L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.

M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.

N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Legal. See the Submittal Requirements Clause in this Agreement for the appropriate mailing address.

P. **Insurance Form Instructions**: The following information must be filled in by COMPANY's Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.

2. COMPANY's name, complete address, phone and fax numbers.

3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
   (A) Policy Number
   (B) Policy Effective Date
   (C) Policy Expiration Date
   (D) Each Occurrence ($1,000,000)
   (E) Damage to Rented Premises ($50,000)
   (F) Medical Expenses ($5,000)
   (G) Personal & Advertising Injury ($1,000,000)
   (H) General Aggregate ($2,000,000)
   (I) Products - Completed Operations Aggregate ($2,000,000)

5. Automobile Liability (Any Auto)
   (J) Policy Number
   (K) Policy Effective Date
   (L) Policy Expiration Date
   (M) Combined Single Limit ($1,000,000)

6. Worker's Compensation

7. Professional Liability
   (N) Policy Number
   (O) Policy Effective Date
   (P) Policy Expiration Date
   (Q) Aggregate ($1,000,000)

8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).

9. Certificate Holder:

   University Medical Center of Southern Nevada
   c/o Legal Department
   1800 W. Charleston Blvd.
   Las Vegas, Nevada 89102

10. Appointed Agent Signature to include license number and issuing state.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/8/2022

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

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

PRODUCER
Arthur J. Gallagher & Co.
4250 Congress St., Suite 200
Charlotte NC 28209

CONTACT NAME: Debbie Rongo
PHONE (A/C, No, Ext): 704-362-2992 **FAX (A/C, No):** 704-362-1997
E-MAIL ADDRESS: debbie_rongo@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Fidelity Insurance Co	41858
INSURER B : Houston Casualty Company	42374
INSURER C : Great Northern Insurance Company	20303
INSURER D : Federal Insurance Company	20281
INSURER E : Chubb Indemnity Insurance Company	12777
INSURER F :	

INSURED MEDUGRO-01
Meduit Group LLC
Professional Claims Bureau, LLC.
4135 South Stream Blvd
Charlotte NC 28217

COVERAGES **CERTIFICATE NUMBER:** 303731802 **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	
C	X COMMERCIAL GENERAL LIABILITY			36032635	3/2/2022	3/2/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			73626610	3/2/2022	3/2/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB X OCCUR			78195947	3/2/2022	3/2/2023	EACH OCCURRENCE	$ 12,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 12,000,000
	DED X RETENTION $ 10,000							$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			71834076	3/2/2022	3/2/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Errors & Omissions			MPLE248534	3/2/2022	3/2/2023	Limit	$5,000,000
B	Cyber Liability			H22NGP21362401	3/2/2022	3/2/2023	Limit	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insureds- General Liability, Auto Liability, Work Comp, Umbrella: MEDUIT ACQUISITION, LLC , PMAB, LLC DBA Med ARX, MEDSPAN TECHNOLOGIES, LLC, Medical Business Office Consultants, LLC, MedEBO Solutions, LLC, RMP Acquisition Inc., RMP Group, Inc., Allied Revenue Services, LLC, Receivables Management Partners, LLC, CMRE Financial Services, Inc., IMC Credit Services, LLC dba Statewide Credit Assoc, Med A/RX Acquisition, LLC, Professional Claims Bureau, LLC., MTS-AVD Holdings, Inc., Avadyne Health Holdings, Inc., Pacific Onset Search Fund I, Inc., H & R Accounts, Inc dba Avadyne Health, F2 Healthcare, LLC

CRIME NAMED INSUREDS - MEDUIT GROUP LLC AND ITS SUBSIDIARIES
CYBER NAMED INSUREDS - MEDUIT GROUP LLC AND ITS SUBSIDIARIES
See Attached...

CERTIFICATE HOLDER

University Medical Center of Southern Nevada
1800 W Charleston Blvd
Las Vegas, NV 89102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: MEDUGRO-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher & Co.	Meduit Group LLC Professional Claims Bureau, LLC. 4135 South Stream Blvd Charlotte NC 28217
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

ERRORS AND OMISSIONS NAMED INSUREDS - MEDUIT GROUP LLC AND ITS SUBSIDIARIES

Retentions:
Errors & Omissions - $50,000
Cyber - $100,000

Additional Policies:

Crime - Client Theft
Travelers Casually and Surety Co of America- NAIC #31194
$1,000,000 Limit $10,000 Retention
03/02/22 to 03/02/2023
107592782

Excess E&O - $5mil xs $5mil
Aspen Specialty Insurance Company - NAIC #10717
3/2/22 to 3/2/23
LX00L3D22

Excess E&O - $5mil xs $10mil
Underwriters at Lloyds London - NAIC #15792
3/2/22 to 3/2/23
MPX3010722

Excess E&O - $5mil xs $15mil
Evanston Insurance Co - NAIC #35378
3/2/22 to 3/2/23
MKLV2XEO000118

Excess Cyber - $5mil xs $5mil
Crum & Forster Specialty Insurance Co - NAIC 44520
3/2/22 to 3/2/23
CYB103836

Excess Cyber - $5mil xs $10mil
Evanston Insurance Company- NAIC #35378
MKLV2XCY000027
3/2/22 to 3/2/23

Excess Cyber - $5mil xs $15mil
Ascot Specialty Insurance Company- NAIC #45055
EOXS221000132201
3/2/22 to 3/2/23

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EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the 25th of May, 2022, 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 **CMRE Financial Services, Inc. d/b/a Healthcare Revenue Management Group (HRMG),** hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or

(ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

(i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or

(ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

(i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.

(ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.

(iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.

(b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

(i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and

(ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and

(iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to records, electronic records, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

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

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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

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

COVERED ENTITY:	BUSINESS ASSOCIATE:
By:_____	By: Patrick Nixon
Mason Van Houweling	Pat Nixon
Chief Executive Officer	Vice President of Sales and Marketing
Date:_____	Date: May 06, 2022

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐Partnership	X Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed: 0

Corporate/Business Entity Name:	Meduit	
(Include d.b.a., if applicable)	HRMG	
Street Address:	3075 E Imperial Hwy, Suite 200 (Corp HQ: 4135 South Stream Blvd)	**Website:** www.meduitrcm.com
City, State and Zip Code:	Brea, CA 92821 (Corp HQ: Charlotte, NC 28217)	**POC Name:** Pat Nixon **Email:** pat.nixon@meduitrcm.com
Telephone No:	800-462-6341	**Fax No: 714-528-8549**
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)
Financial Sponsor	We will disclose more information upon selection	65%
2 management members hold more than 5%	We will disclose more information upon selection	20%

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

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

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

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

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

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

Signature — STEPHEN VILLA (Print Name)

CFO (Title) — 3/9/2022 (Date)

Meduit-HRMG Leadership Team

JEFF NIEMAN, *CHIEF EXECUTIVE OFFICER*

MIKE COFFEY, *VICE CHAIRMAN*

CHAD POLK, *PRESIDENT AND CHIEF SALES OFFICER*

STEVE VILLA, *CHIEF FINANCIAL OFFICER*

GREG RASSIER, *CHIEF OPERATING OFFICER*

JASON PETRASICH, *SENIOR VICE PRESIDENT OF ARTIFICIAL INTELLIGENCE*

DOUG MARCUM, *SENIOR VICE PRESIDENT OF IT*

OLIVIER WITTEVEEN, *SENIOR VICE PRESIDENT PRODUCT DEVELOPMENT*

DARRELL BRYANT, *SENIOR VICE PRESIDENT OF HUMAN RESOURCES*

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Professional Services Agreements (Individual Physician On-Call Coverage) for Ophthalmology Services**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board award RFP No. 2022-09 Ophthalmology On-Call Services to various physicians, and authorize the Chief Executive Officer to sign the Professional Services Agreements for Individual Ophthalmology On-Call Coverage and exercise any extension options; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000723000
Funded Pgm/Grant: N/A
Description: Ophthalmology On-Call Services
Bid/RFP/CBE: RFP 2022-09
Term: 6/1/2022 to 5/31/2025 with two, 1-year options
Amount: $2,000 per day for on-call services; NTE $730,000 per year or potential aggregate NTE $3,650,000 for five (5) years to be shared among the Providers
Out Clause: 30 days w/o cause

BACKGROUND:

On April 26, 2022, a notice of interest was sent out in NGEM allowing physicians to express their interest in participating in RFP No. 2022-09 for Ophthalmology On-Call Services. The RFP was also published in the Las Vegas Review Journal on May 1, 2022. On May 12, 2022, responses were received from:

C. Edward Yee, M.D., PC
Emil A. Stein, M.D., Ltd.
Frank F. Lee, D.O.
Paul Casey, M.D.
Thomas F. Kelly, M.D.

An ad hoc committee (comprised of UMC Administration and Critical Care Services staff) reviewed the proposals independently and anonymously, and recommends the selection of, and contract approval with all five (5) listed Providers.

Cleared for Agenda
May 25, 2022

Agenda Item #
9

For the not to exceed RFP award of $730,000 per year (at $2,000 per day), the Providers will provide 24/7 emergency, on-call and consultative ophthalmology services to UMC's inpatients and outpatients, including Emergency Department and Trauma Department patients, in accordance with the call schedule maintained by Medical Staff.

The Agreement Term is from June 1, 2022 through May 31, 2025 with the option to extend for two (2), 1-year periods. Staff has negotiated the terms of the Agreement and fees associated to comply with fair market value, and found them equitable for the work to be performed. Staff also requests authorization for the Hospital CEO, at the end of the initial Term, to exercise the extension option(s) at his discretion if deemed beneficial to UMC.

UMC's Support Services Executive Director has reviewed and recommends award of these Agreements. These Agreements have been approved as to form by UMC's Office of General Counsel.

Staff will work with the Providers to obtain the appropriate Clark County business license or vendor registration.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their May 18, 2022 meeting and recommended for award by the Governing Board.

PROFESSIONAL SERVICES AGREEMENT
(Individual Physician On-Call Coverage)

This Agreement, made and entered into this 25th day of May, 2022, 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 **Paul Casey, M.D.**, a licensed Nevada physician with his/her principal place of business at 9416 Canalino Drive, Las Vegas, Nevada 89134 (hereinafter referred to as the "Provider");

WHEREAS, Hospital is the operator of an Adult Emergency Department, Pediatric Emergency Department, Level Two Pediatric Trauma Center and Level One Trauma Center (the "Departments") located in Hospital which requires certain Services (as defined below);

WHEREAS, Hospital recognizes that the proper functioning of the Departments require Services from a physician who has been properly trained and is fully qualified and credentialed to practice medicine as an ophthalmologist; and

WHEREAS, Provider desires to contract for and provide said Services in the specialty of ophthalmology, 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 related to pathologies of the eyes.

1.3 Departments. Unless the context requires otherwise, Departments refers to the Adult Emergency Department, Pediatric Emergency Department, Level Two Pediatric Trauma Center and Level One Trauma Center.

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 ophthalmology services to Hospital's inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week in accordance with the ophthalmology call rotation schedule maintained by the Medical Staff.

II. PROVIDER'S OBLIGATIONS

2.1 Services. Provider shall deliver to the Departments and Hospital certain On-Call Services and Clinical Services (collectively the "Services"), as more specifically described on **Exhibit A**, attached hereto and incorporated herein by reference.

2.2 Medical Staff Appointment.

a. 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 Ophthalmology;

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 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 this Agreement or terminate this 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's 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 databases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.

b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical Staff, as may then be in effect.

2.10 Health Insurance Portability and Accountability Act of 1996.

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

b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any 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 Regulations and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Regulations or any applicable state law. Provider shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

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

2.11 UMC Policy #I-66. Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with UMC Policy #I-66, as amended from time to time, which is incorporated and made a part hereof by this reference.

2.12 Compliance with Hospital Policies. Provider shall abide by the relevant policies of Hospital, including, without limitation, its corporate compliance program, I-66 Policy and Code of Ethics, the relevant portions of which are available to Provider upon request, and Hospital's Vaccine Policy, as may be amended from time to time. If Provider does not abide by Hospital's policies, Provider's employees,

agents, subcontractors and/or healthcare workers may be barred from physical access to Hospital's premises.

III. HOSPITAL'S OBLIGATIONS

3.1 Space, Equipment and Supplies.

a. Hospital shall provide space within Hospital for Provider to perform the Services under this Agreement (excluding Provider's private office space); however, Provider shall not have exclusivity over any space or equipment provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Departments.

b. Hospital shall make available during the Term of this Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Departments. 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 Departments and shall keep accurate records of the cost thereof.

3.2 Hospital Services. Hospital shall provide the services of other Hospital departments required for the provision of Services, including but not limited to, Accounting, Administration, Engineering, Human Resources, Materials Management, Medical Records and Nursing related to the provisions of the Clinical Services.

3.3 Personnel. Other than Provider and his/her Allied Health Providers, all personnel required for the proper operation of the Departments shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Departments 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 Hospital's Electronic Health Record system qualifies as availability. Unless specifically agreed to in writing or elsewhere in this

Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.

4.2 Fees. Fees 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 a preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate 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 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 Section 7.5, Hospital will compensate Provider $2,000.00 per day of On-Call Services provided by Provider, or for an annual amount not-to-exceed $730,000.00. 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 first (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 Failure to respond to a request for consultation via telephone and/or any failure to report to Hospital upon agreeing to do so, in accordance with **Exhibit A**, On-Call Services, subsection (c) of this Agreement will result in a forfeiture of that entire day's fee.

5.3 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 June 1, 2022, and subject to Section 7.5, shall remain in effect through May 31, 2025 (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 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 his/her 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 ten (10) 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 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. Section 1395x (v) (1) (I), and the regulations promulgated thereunder.

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

7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.

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

7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or databases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.

In addition, Provider 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 Provider has claimed to be confidential and proprietary, Hospital will immediately notify Provider of such demand and Provider shall immediately notify Hospital of its intention to seek injunctive relief in a Nevada court for protective order. Provider 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 Provider documents in Hospital's custody and control in which Provider claims to be confidential and proprietary. For the avoidance of any doubt, Provider hereby acknowledges that this Agreement will be publicly posted for approval by Hospital's governing body.

7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its Services under this Agreement, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the Term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.

7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble

damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.

b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at rani.gill@umcsn.com, by calling 702-383-6211, or through the UMC EthicsPoint hotline located at http://umcintranet/compliancehotline.html. 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 draftsperson thereof shall not apply to any provision of this Agreement.

7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.

7.18 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, 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: Paul Casey, M.D.
9416 Canalino Drive
Las Vegas, Nevada 89134

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

7.20 Performance. Time is of the essence in this Agreement.

7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

7.24 Other Agreements. Provider and Hospital are parties under certain other agreements set forth below, if any:

a. Professional Services Agreement (Individual Physician On-Call Coverage), dated June 1, 2017.

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

Provider:
Paul Casey, M.D.

By: _____
Paul Casey, M.D.
President

Hospital:
University Medical Center of Southern Nevada

By: _____
Mason Van Houweling
Chief Executive Officer

EXHIBIT A
SERVICES

Provider to provide Ophthalmology On-Call and Clinical Services in accordance with the following requirements:

On-Call Services:

a. Provider shall deliver to the Departments and Hospital twenty-four (24) hours per day, seven (7) days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff.

b. Response times for On-Call Services shall be in accordance with Hospital Policy # MSS-0111, On Call Physician Policy, the relevant portions of which are available to Provider upon request.

c. The decision as to whether Provider must appear in person or consult by telephone is in consultation with the on-call ophthalmologist and the appropriately designated individual who completed the Medical Screening Examination, and provided that the on-call ophthalmologist agrees that this is a reasonable request.

Clinical Services:

a. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients, including but not limited to Hospital's Emergency Department and Trauma Department patients, utilizing all due diligence arising from the emergency and on-call services.

b. Provide rounds, on-call and consultative coverage as needed by Hospital's inpatients and outpatients of the Departments, 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

Provider shall 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 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 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 laws, 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 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 Provider's judgment. The parties agree that this provision concerning referrals by 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 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's Administration to discuss and verify inpatient admission data collections.

o. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.

p. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.

q. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Provider.

r. Provider shall ensure that all medical record charts will be completed and signed as follows: (i) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical 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 provide a quarterly report to include at a minimum the following: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, and (ix) average length of stay unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital's Administration with notice.

t. Provider shall be in one hundred percent (100%) compliance with Drug Wastage Policy. Provider shall be in one hundred percent (100%) compliance with patient specific Pyxis guidelines (charge capture), to include retrieval of medication/anesthesia agents.

u. 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.

v. Provider shall participate in clinical staff meetings and conferences and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as deemed appropriate.

w. Readmission Rate. Provider shall work with Hospital to reduce the thirty (30) day readmission rate for ophthalmology patients to meet the national benchmark criteria.

ATTACHMENT 1
NOTICE OF FALSE CLAIMS AND STATEMENTS

UMC's Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC's Compliance Department provides UMC compliance oversight, education, reporting, investigations and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to local, state and federal regulatory standards. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC's policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in federally funded healthcare programs.

Federal False Claims Act

The Federal False Claims Act (the "Act") applies to persons or entities that knowingly submit, cause to be submitted, conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare and Medicaid.

Liability under the Act attaches to any person or organization who, among other actions, "knowingly":

- Presents a false/fraudulent claim for payment/approval;
- Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
- Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
- Provides less property or equipment than claimed; or
- Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

"Knowingly" means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A "claim" includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, a civil monetary penalty can be imposed pursuant to the federal False Claims Act, 31 U.S.C. § 3729(a), adjusted as set forth in 28 CFR 85 in accordance with the requirements of the Bipartisan Budget Act of 2015, plus three times (3x) the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider may also be required to repay the excess amount.

Criminal penalties are imprisonment for a maximum five (5) years; a maximum fine of $25,000; or both.

Nevada State False Claims Act

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, "knowingly:"

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;
- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;

- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties imposed pursuant to the State False Claims Act for each act correspond to any adjustments in the monetary amount of a civil penalty for a violation of the federal False Claims Act, 31 U.S.C. § 3729(a), plus three times (3x) the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than $250, are six (6) months to one (1) year imprisonment in the county jail; a maximum fine of $1,000 to $2,000; or both. If the value of the false claim(s) is greater than $250, the penalty is imprisonment in the state prison from one (1) to four (4) years and a maximum fine of $5,000.

Non-Retaliation/Whistleblower Protections

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed:

- reinstatement with the same seniority; or
- damages in lieu of reinstatement, if appropriate; and
- two times the lost compensation, plus interest; and
- any special damage sustained; and
- punitive damages, if appropriate.

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at http://www.goldenegg.ethicspoint.com, or by contacting the UMC Compliance Officer at Rani.Gill@umcsn.com or (702) 383-6211.

Retaliation for reporting, in good faith, actual or potential violations or problems, or for cooperating in an investigation is expressly prohibited by UMC policy.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed: 14

Corporate/Business Entity Name:	Nevada EyeCare Professionals, Little & Stein, LTD / Paul Casey, MD		
(Include d.b.a., if applicable)	Nevada Eye Care		
Street Address:	2090 E. Flamingo Rd. #100	**Website:**	WWW.nvisioncenters.com
City, State and Zip Code:	Las Vegas NV 89119	**POC Name:**	Paul Casey
		Email:	Paul.Casey@nvisioncenters.com
Telephone No:	(702) 633-2020	**Fax No:**	(702) 733-1556
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)
Tom Tooma, MD	Owner	90.4%
Paul Casey, MD	President	9.6 %

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: [signature] Print Name: Paul Casey, MD

Title: President Date: 5/8/2022

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

PROFESSIONAL SERVICES AGREEMENT
(Individual Physician On-Call Coverage)

This Agreement, made and entered into this 25th day of May, 2022, 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 **Thomas F. Kelly, M.D.**, a licensed Nevada physician with his/her principal place of business at 6080 South Fort Apache Road, Suite 100, Las Vegas, Nevada 89148 (hereinafter referred to as the "Provider");

WHEREAS, Hospital is the operator of an Adult Emergency Department, Pediatric Emergency Department, Level Two Pediatric Trauma Center and Level One Trauma Center (the "Departments") located in Hospital which requires certain Services (as defined below);

WHEREAS, Hospital recognizes that the proper functioning of the Departments require Services from a physician who has been properly trained and is fully qualified and credentialed to practice medicine as an ophthalmologist; and

WHEREAS, Provider desires to contract for and provide said Services in the specialty of ophthalmology, 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 related to pathologies of the eyes.

1.3 Departments. Unless the context requires otherwise, Departments refers to the Adult Emergency Department, Pediatric Emergency Department, Level Two Pediatric Trauma Center and Level One Trauma Center.

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 ophthalmology services to Hospital's inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week in accordance with the ophthalmology call rotation schedule maintained by the Medical Staff.

II. PROVIDER'S OBLIGATIONS

2.1 Services. Provider shall deliver to the Departments and Hospital certain On-Call Services and Clinical Services (collectively the "Services"), as more specifically described on **Exhibit A**, attached hereto and incorporated herein by reference.

2.2 Medical Staff Appointment.

a. 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 Ophthalmology;

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 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 this Agreement or terminate this 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's 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 databases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.

b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical Staff, as may then be in effect.

2.10 Health Insurance Portability and Accountability Act of 1996.

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

b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any 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 Regulations and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Regulations or any applicable state law. Provider shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

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

2.11 UMC Policy #I-66. Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with UMC Policy #I-66, as amended from time to time, which is incorporated and made a part hereof by this reference.

2.12 Compliance with Hospital Policies. Provider shall abide by the relevant policies of Hospital, including, without limitation, its corporate compliance program, I-66 Policy and Code of Ethics, the relevant portions of which are available to Provider upon request, and Hospital's Vaccine Policy, as may be amended from time to time. If Provider does not abide by Hospital's policies, Provider's employees,

agents, subcontractors and/or healthcare workers may be barred from physical access to Hospital's premises.

III. HOSPITAL'S OBLIGATIONS

3.1 Space, Equipment and Supplies.

a. Hospital shall provide space within Hospital for Provider to perform the Services under this Agreement (excluding Provider's private office space); however, Provider shall not have exclusivity over any space or equipment provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Departments.

b. Hospital shall make available during the Term of this Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Departments. 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 Departments and shall keep accurate records of the cost thereof.

3.2 Hospital Services. Hospital shall provide the services of other Hospital departments required for the provision of Services, including but not limited to, Accounting, Administration, Engineering, Human Resources, Materials Management, Medical Records and Nursing related to the provisions of the Clinical Services.

3.3 Personnel. Other than Provider and his/her Allied Health Providers, all personnel required for the proper operation of the Departments shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Departments 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 Hospital's Electronic Health Record system qualifies as availability. Unless specifically agreed to in writing or elsewhere in this

Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.

4.2 Fees. Fees 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 a preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate 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 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 Section 7.5, Hospital will compensate Provider $2,000.00 per day of On-Call Services provided by Provider, or for an annual amount not-to-exceed $730,000.00. 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 first (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 Failure to respond to a request for consultation via telephone and/or any failure to report to Hospital upon agreeing to do so, in accordance with **Exhibit A**, On-Call Services, subsection (c) of this Agreement will result in a forfeiture of that entire day's fee.

5.3 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 June 1, 2022, and subject to Section 7.5, shall remain in effect through May 31, 2025 (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 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 his/her 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 ten (10) 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 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. Section 1395x (v) (1) (I), and the regulations promulgated thereunder.

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

7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.

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

7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or databases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.

In addition, Provider 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 Provider has claimed to be confidential and proprietary, Hospital will immediately notify Provider of such demand and Provider shall immediately notify Hospital of its intention to seek injunctive relief in a Nevada court for protective order. Provider 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 Provider documents in Hospital's custody and control in which Provider claims to be confidential and proprietary. For the avoidance of any doubt, Provider hereby acknowledges that this Agreement will be publicly posted for approval by Hospital's governing body.

7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its Services under this Agreement, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the Term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.

7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble

damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.

b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at rani.gill@umcsn.com, by calling 702-383-6211, or through the UMC EthicsPoint hotline located at http://umcintranet/compliancehotline.html. 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 draftsperson thereof shall not apply to any provision of this Agreement.

7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.

7.18 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, 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: Thomas F. Kelly, M.D.
6080 South Fort Apache Road, Suite 100
Las Vegas, Nevada 89148

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

7.20 Performance. Time is of the essence in this Agreement.

7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

7.24 Other Agreements. Provider and Hospital are parties under certain other agreements set forth below, if any:

a. Professional Services Agreement (Individual Physician On-Call Coverage), dated June 1, 2017.

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

Provider:
Thomas F. Kelly, M.D.

By: _____
Thomas F. Kelly, M.D.
Owner

Hospital:
University Medical Center of Southern Nevada

By: _____
Mason Van Houweling
Chief Executive Officer

EXHIBIT A
SERVICES

Provider to provide Ophthalmology On-Call and Clinical Services in accordance with the following requirements:

On-Call Services:

a. Provider shall deliver to the Departments and Hospital twenty-four (24) hours per day, seven (7) days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff.

b. Response times for On-Call Services shall be in accordance with Hospital Policy # MSS-0111, On Call Physician Policy, the relevant portions of which are available to Provider upon request.

c. The decision as to whether Provider must appear in person or consult by telephone is in consultation with the on-call ophthalmologist and the appropriately designated individual who completed the Medical Screening Examination, and provided that the on-call ophthalmologist agrees that this is a reasonable request.

Clinical Services:

a. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients, including but not limited to Hospital's Emergency Department and Trauma Department patients, utilizing all due diligence arising from the emergency and on-call services.

b. Provide rounds, on-call and consultative coverage as needed by Hospital's inpatients and outpatients of the Departments, 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

Provider shall 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 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 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 laws, 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 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 Provider's judgment. The parties agree that this provision concerning referrals by 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 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's Administration to discuss and verify inpatient admission data collections.

o. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.

p. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.

q. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Provider.

r. Provider shall ensure that all medical record charts will be completed and signed as follows: (i) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical 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 provide a quarterly report to include at a minimum the following: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, and (ix) average length of stay unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital's Administration with notice.

t. Provider shall be in one hundred percent (100%) compliance with Drug Wastage Policy. Provider shall be in one hundred percent (100%) compliance with patient specific Pyxis guidelines (charge capture), to include retrieval of medication/anesthesia agents.

u. 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.

v. Provider shall participate in clinical staff meetings and conferences and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as deemed appropriate.

w. Readmission Rate. Provider shall work with Hospital to reduce the thirty (30) day readmission rate for ophthalmology patients to meet the national benchmark criteria.

ATTACHMENT 1
NOTICE OF FALSE CLAIMS AND STATEMENTS

UMC's Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC's Compliance Department provides UMC compliance oversight, education, reporting, investigations and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to local, state and federal regulatory standards. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC's policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in federally funded healthcare programs.

Federal False Claims Act

The Federal False Claims Act (the "Act") applies to persons or entities that knowingly submit, cause to be submitted, conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare and Medicaid.

Liability under the Act attaches to any person or organization who, among other actions, "knowingly":

- Presents a false/fraudulent claim for payment/approval;
- Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
- Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
- Provides less property or equipment than claimed; or
- Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

"Knowingly" means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A "claim" includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, a civil monetary penalty can be imposed pursuant to the federal False Claims Act, 31 U.S.C. § 3729(a), adjusted as set forth in 28 CFR 85 in accordance with the requirements of the Bipartisan Budget Act of 2015, plus three times (3x) the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider may also be required to repay the excess amount.

Criminal penalties are imprisonment for a maximum five (5) years; a maximum fine of $25,000; or both.

Nevada State False Claims Act

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, "knowingly:"

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;
- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;

- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties imposed pursuant to the State False Claims Act for each act correspond to any adjustments in the monetary amount of a civil penalty for a violation of the federal False Claims Act, 31 U.S.C. § 3729(a), plus three times (3x) the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than $250, are six (6) months to one (1) year imprisonment in the county jail; a maximum fine of $1,000 to $2,000; or both. If the value of the false claim(s) is greater than $250, the penalty is imprisonment in the state prison from one (1) to four (4) years and a maximum fine of $5,000.

Non-Retaliation/Whistleblower Protections

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed:

- reinstatement with the same seniority; or
- damages in lieu of reinstatement, if appropriate; and
- two times the lost compensation, plus interest; and
- any special damage sustained; and
- punitive damages, if appropriate.

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at http://www.goldenegg.ethicspoint.com, or by contacting the UMC Compliance Officer at Rani.Gill@umcsn.com or (702) 383-6211.

Retaliation for reporting, in good faith, actual or potential violations or problems, or for cooperating in an investigation is expressly prohibited by UMC policy.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	Corporation	☐ Trust	☐ Non-Profit Organization	☒ Other S-CORP

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:	KELLY OPHTHALMOLOGY PC		
(Include d.b.a., if applicable)	SILVER STATE EYE CARE		
Street Address:	6080 S. FORT APACHE SUITE 100	**Website:**	
City, State and Zip Code:	LAS VEGAS, NV 89148	**POC Name:** THOMAS KELLY MD **Email:** tkelly1116@gmail.com	
Telephone No:	702-309-2015	**Fax No:** 702-309-2015	
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)
THOMAS KELLY	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.

T Kelly
Signature

THOMAS KELLY
Print Name

MD
Title

4-30-22
Date

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

PROFESSIONAL SERVICES AGREEMENT
(Individual Physician On-Call Coverage)

This Agreement, made and entered into this 25th day of May, 2022, 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 **Frank F. Lee, D.O.**, a licensed Nevada physician with his/her principal place of business at 965 Kimbark Avenue, Las Vegas, Nevada 89148 (hereinafter referred to as the "Provider");

WHEREAS, Hospital is the operator of an Adult Emergency Department, Pediatric Emergency Department, Level Two Pediatric Trauma Center and Level One Trauma Center (the "Departments") located in Hospital which requires certain Services (as defined below);

WHEREAS, Hospital recognizes that the proper functioning of the Departments require Services from a physician who has been properly trained and is fully qualified and credentialed to practice medicine as an ophthalmologist; and

WHEREAS, Provider desires to contract for and provide said Services in the specialty of ophthalmology, 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 related to pathologies of the eyes.

1.3 Departments. Unless the context requires otherwise, Departments refers to the Adult Emergency Department, Pediatric Emergency Department, Level Two Pediatric Trauma Center and Level One Trauma Center.

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 ophthalmology services to Hospital's inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week in accordance with the ophthalmology call rotation schedule maintained by the Medical Staff.

II. PROVIDER'S OBLIGATIONS

2.1 Services. Provider shall deliver to the Departments and Hospital certain On-Call Services and Clinical Services (collectively the "Services"), as more specifically described on **Exhibit A**, attached hereto and incorporated herein by reference.

2.2 Medical Staff Appointment.

a. 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 Ophthalmology;

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 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 this Agreement or terminate this 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's 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 databases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.

b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical Staff, as may then be in effect.

2.10 Health Insurance Portability and Accountability Act of 1996.

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

b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any 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 Regulations and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Regulations or any applicable state law. Provider shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

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

2.11 UMC Policy #I-66. Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with UMC Policy #I-66, as amended from time to time, which is incorporated and made a part hereof by this reference.

2.12 Compliance with Hospital Policies. Provider shall abide by the relevant policies of Hospital, including, without limitation, its corporate compliance program, I-66 Policy and Code of Ethics, the relevant portions of which are available to Provider upon request, and Hospital's Vaccine Policy, as may be amended from time to time. If Provider does not abide by Hospital's policies, Provider's employees,

agents, subcontractors and/or healthcare workers may be barred from physical access to Hospital's premises.

III. HOSPITAL'S OBLIGATIONS

3.1 Space, Equipment and Supplies.

a. Hospital shall provide space within Hospital for Provider to perform the Services under this Agreement (excluding Provider's private office space); however, Provider shall not have exclusivity over any space or equipment provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Departments.

b. Hospital shall make available during the Term of this Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Departments. 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 Departments and shall keep accurate records of the cost thereof.

3.2 Hospital Services. Hospital shall provide the services of other Hospital departments required for the provision of Services, including but not limited to, Accounting, Administration, Engineering, Human Resources, Materials Management, Medical Records and Nursing related to the provisions of the Clinical Services.

3.3 Personnel. Other than Provider and his/her Allied Health Providers, all personnel required for the proper operation of the Departments shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Departments 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 Hospital's Electronic Health Record system qualifies as availability. Unless specifically agreed to in writing or elsewhere in this

Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.

4.2 Fees. Fees 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 a preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate 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 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 Section 7.5, Hospital will compensate Provider $2,000.00 per day of On-Call Services provided by Provider, or for an annual amount not-to-exceed $730,000.00. 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 first (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 Failure to respond to a request for consultation via telephone and/or any failure to report to Hospital upon agreeing to do so, in accordance with **Exhibit A**, On-Call Services, subsection (c) of this Agreement will result in a forfeiture of that entire day's fee.

5.3 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 June 1, 2022, and subject to Section 7.5, shall remain in effect through May 31, 2025 (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 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 his/her 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 ten (10) 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 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. Section 1395x (v) (1) (I), and the regulations promulgated thereunder.

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

7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.

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

7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or databases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.

In addition, Provider 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 Provider has claimed to be confidential and proprietary, Hospital will immediately notify Provider of such demand and Provider shall immediately notify Hospital of its intention to seek injunctive relief in a Nevada court for protective order. Provider 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 Provider documents in Hospital's custody and control in which Provider claims to be confidential and proprietary. For the avoidance of any doubt, Provider hereby acknowledges that this Agreement will be publicly posted for approval by Hospital's governing body.

7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its Services under this Agreement, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the Term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.

7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble

damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.

b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at rani.gill@umcsn.com, by calling 702-383-6211, or through the UMC EthicsPoint hotline located at http://umcintranet/compliancehotline.html. 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 draftsperson thereof shall not apply to any provision of this Agreement.

7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.

7.18 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, 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: Frank F. Lee, D.O.
965 Kimbark Avenue
Las Vegas, Nevada 89148

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

7.20 Performance. Time is of the essence in this Agreement.

7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

7.24 Other Agreements. Provider and Hospital are parties under certain other agreements set forth below, if any:

a. Professional Services Agreement (Individual Physician On-Call Coverage), dated June 1, 2017.

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

Provider:
Frank F. Lee, D.O.

By:_____
Frank F. Lee, D.O.

Hospital:
University Medical Center of Southern Nevada

By:_____
Mason Van Houweling
Chief Executive Officer

EXHIBIT A
SERVICES

Provider to provide Ophthalmology On-Call and Clinical Services in accordance with the following requirements:

On-Call Services:

a. Provider shall deliver to the Departments and Hospital twenty-four (24) hours per day, seven (7) days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff.

b. Response times for On-Call Services shall be in accordance with Hospital Policy # MSS-0111, On Call Physician Policy, the relevant portions of which are available to Provider upon request.

c. The decision as to whether Provider must appear in person or consult by telephone is in consultation with the on-call ophthalmologist and the appropriately designated individual who completed the Medical Screening Examination, and provided that the on-call ophthalmologist agrees that this is a reasonable request.

Clinical Services:

a. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients, including but not limited to Hospital's Emergency Department and Trauma Department patients, utilizing all due diligence arising from the emergency and on-call services.

b. Provide rounds, on-call and consultative coverage as needed by Hospital's inpatients and outpatients of the Departments, 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

Provider shall 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 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 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 laws, 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 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 Provider's judgment. The parties agree that this provision concerning referrals by 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 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's Administration to discuss and verify inpatient admission data collections.

o. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.

p. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.

q. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Provider.

r. Provider shall ensure that all medical record charts will be completed and signed as follows: (i) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical 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 provide a quarterly report to include at a minimum the following: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, and (ix) average length of stay unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital's Administration with notice.

t. Provider shall be in one hundred percent (100%) compliance with Drug Wastage Policy. Provider shall be in one hundred percent (100%) compliance with patient specific Pyxis guidelines (charge capture), to include retrieval of medication/anesthesia agents.

u. 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.

v. Provider shall participate in clinical staff meetings and conferences and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as deemed appropriate.

w. Readmission Rate. Provider shall work with Hospital to reduce the thirty (30) day readmission rate for ophthalmology patients to meet the national benchmark criteria.

ATTACHMENT 1
NOTICE OF FALSE CLAIMS AND STATEMENTS

UMC's Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC's Compliance Department provides UMC compliance oversight, education, reporting, investigations and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to local, state and federal regulatory standards. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC's policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in federally funded healthcare programs.

Federal False Claims Act

The Federal False Claims Act (the "Act") applies to persons or entities that knowingly submit, cause to be submitted, conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare and Medicaid.

Liability under the Act attaches to any person or organization who, among other actions, "knowingly":

- Presents a false/fraudulent claim for payment/approval;
- Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
- Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
- Provides less property or equipment than claimed; or
- Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

"Knowingly" means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A "claim" includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, a civil monetary penalty can be imposed pursuant to the federal False Claims Act, 31 U.S.C. § 3729(a), adjusted as set forth in 28 CFR 85 in accordance with the requirements of the Bipartisan Budget Act of 2015, plus three times (3x) the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider may also be required to repay the excess amount.

Criminal penalties are imprisonment for a maximum five (5) years; a maximum fine of $25,000; or both.

Nevada State False Claims Act

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, "knowingly:"

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;
- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;

- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties imposed pursuant to the State False Claims Act for each act correspond to any adjustments in the monetary amount of a civil penalty for a violation of the federal False Claims Act, 31 U.S.C. § 3729(a), plus three times (3x) the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than $250, are six (6) months to one (1) year imprisonment in the county jail; a maximum fine of $1,000 to $2,000; or both. If the value of the false claim(s) is greater than $250, the penalty is imprisonment in the state prison from one (1) to four (4) years and a maximum fine of $5,000.

Non-Retaliation/Whistleblower Protections

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed:

- reinstatement with the same seniority; or
- damages in lieu of reinstatement, if appropriate; and
- two times the lost compensation, plus interest; and
- any special damage sustained; and
- punitive damages, if appropriate.

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at http://www.goldenegg.ethicspoint.com, or by contacting the UMC Compliance Officer at Rani.Gill@umcsn.com or (702) 383-6211.

Retaliation for reporting, in good faith, actual or potential violations or problems, or for cooperating in an investigation is expressly prohibited by UMC policy.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☑ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed:

Corporate/Business Entity Name:	Frank Lee	
(Include d.b.a., if applicable)		
Street Address:	965 Kimbark Ave	**Website:**
City, State and Zip Code:	Las Vegas, NV 89148	**POC Name:** **Email:** frank.f.lee@gmail.com
Telephone No:	(847)975-0689	**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website:**
City, State and Zip Code:		**Local Fax No:**
Local Telephone No:		**Local POC Name:** **Email:**

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

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

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

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

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

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

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

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

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

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

Signature

Frank Lee
Print Name

Title

5/11/2022
Date

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

PROFESSIONAL SERVICES AGREEMENT
(Individual Physician On-Call Coverage)

This Agreement, made and entered into this 25th day of May, 2022, 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 Emil A. Stein, M.D., a licensed Nevada physician, doing business as **Emil A. Stein, M.D. Ltd.**, with his/her principal place of business at PO Box 93961, Las Vegas, Nevada 89193 (hereinafter referred to as the "Provider");

WHEREAS, Hospital is the operator of an Adult Emergency Department, Pediatric Emergency Department, Level Two Pediatric Trauma Center and Level One Trauma Center (the "Departments") located in Hospital which requires certain Services (as defined below);

WHEREAS, Hospital recognizes that the proper functioning of the Departments require Services from a physician who has been properly trained and is fully qualified and credentialed to practice medicine as an ophthalmologist; and

WHEREAS, Provider desires to contract for and provide said Services in the specialty of ophthalmology, 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 related to pathologies of the eyes.

1.3 Departments. Unless the context requires otherwise, Departments refers to the Adult Emergency Department, Pediatric Emergency Department, Level Two Pediatric Trauma Center and Level One Trauma Center.

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 ophthalmology services to Hospital's inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week in accordance with the ophthalmology call rotation schedule maintained by the Medical Staff.

II. PROVIDER'S OBLIGATIONS

2.1 Services. Provider shall deliver to the Departments and Hospital certain On-Call Services and Clinical Services (collectively the "Services"), as more specifically described on **Exhibit A**, attached hereto and incorporated herein by reference.

2.2 Medical Staff Appointment.

a. 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 Ophthalmology;

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 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 this Agreement or terminate this 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's 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 databases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.

b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical Staff, as may then be in effect.

2.10 Health Insurance Portability and Accountability Act of 1996.

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

b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any 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 Regulations and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Regulations or any applicable state law. Provider shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

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

2.11 UMC Policy #I-66. Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with UMC Policy #I-66, as amended from time to time, which is incorporated and made a part hereof by this reference.

2.12 Compliance with Hospital Policies. Provider shall abide by the relevant policies of Hospital, including, without limitation, its corporate compliance program, I-66 Policy and Code of Ethics, the relevant portions of which are available to Provider upon request, and Hospital's Vaccine Policy, as may be amended from time to time. If Provider does not abide by Hospital's policies, Provider's employees,

agents, subcontractors and/or healthcare workers may be barred from physical access to Hospital's premises.

III. HOSPITAL'S OBLIGATIONS

3.1 Space, Equipment and Supplies.

a. Hospital shall provide space within Hospital for Provider to perform the Services under this Agreement (excluding Provider's private office space); however, Provider shall not have exclusivity over any space or equipment provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Departments.

b. Hospital shall make available during the Term of this Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Departments. 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 Departments and shall keep accurate records of the cost thereof.

3.2 Hospital Services. Hospital shall provide the services of other Hospital departments required for the provision of Services, including but not limited to, Accounting, Administration, Engineering, Human Resources, Materials Management, Medical Records and Nursing related to the provisions of the Clinical Services.

3.3 Personnel. Other than Provider and his/her Allied Health Providers, all personnel required for the proper operation of the Departments shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Departments 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 Hospital's Electronic Health Record system qualifies as availability. Unless specifically agreed to in writing or elsewhere in this

Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.

4.2 Fees. Fees 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 a preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate 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 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 Section 7.5, Hospital will compensate Provider $2,000.00 per day of On-Call Services provided by Provider, or for an annual amount not-to-exceed $730,000.00. 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 first (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 Failure to respond to a request for consultation via telephone and/or any failure to report to Hospital upon agreeing to do so, in accordance with **Exhibit A**, On-Call Services, subsection (c) of this Agreement will result in a forfeiture of that entire day's fee.

5.3 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 June 1, 2022, and subject to Section 7.5, shall remain in effect through May 31, 2025 (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 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 his/her 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 ten (10) 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 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. Section 1395x (v) (1) (I), and the regulations promulgated thereunder.

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

7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.

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

7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or databases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.

In addition, Provider 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 Provider has claimed to be confidential and proprietary, Hospital will immediately notify Provider of such demand and Provider shall immediately notify Hospital of its intention to seek injunctive relief in a Nevada court for protective order. Provider 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 Provider documents in Hospital's custody and control in which Provider claims to be confidential and proprietary. For the avoidance of any doubt, Provider hereby acknowledges that this Agreement will be publicly posted for approval by Hospital's governing body.

7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its Services under this Agreement, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the Term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.

7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble

damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.

b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at rani.gill@umcsn.com, by calling 702-383-6211, or through the UMC EthicsPoint hotline located at http://umcintranet/compliancehotline.html. 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 draftsperson thereof shall not apply to any provision of this Agreement.

7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.

7.18 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, 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:	Emil A. Stein, M.D. PO Box 93961 Las Vegas, Nevada 89193

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

7.20 Performance. Time is of the essence in this Agreement.

7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

7.24 Other Agreements. Provider and Hospital are parties under certain other agreements set forth below, if any:

a. Professional Services Agreement (Individual Physician On-Call Coverage), dated June 1, 2017.

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

Provider:
Emil A. Stein, M.D. Ltd.

By: Emil A. Stein
Emil A. Stein, M.D.
President

Hospital:
University Medical Center of Southern Nevada

By:_____
Mason Van Houweling
Chief Executive Officer

EXHIBIT A
SERVICES

Provider to provide Ophthalmology On-Call and Clinical Services in accordance with the following requirements:

On-Call Services:

a. Provider shall deliver to the Departments and Hospital twenty-four (24) hours per day, seven (7) days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff.

b. Response times for On-Call Services shall be in accordance with Hospital Policy # MSS-0111, On Call Physician Policy, the relevant portions of which are available to Provider upon request.

c. The decision as to whether Provider must appear in person or consult by telephone is in consultation with the on-call ophthalmologist and the appropriately designated individual who completed the Medical Screening Examination, and provided that the on-call ophthalmologist agrees that this is a reasonable request.

Clinical Services:

a. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients, including but not limited to Hospital's Emergency Department and Trauma Department patients, utilizing all due diligence arising from the emergency and on-call services.

b. Provide rounds, on-call and consultative coverage as needed by Hospital's inpatients and outpatients of the Departments, 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

Provider shall 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 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 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 laws, 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 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 Provider's judgment. The parties agree that this provision concerning referrals by 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 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's Administration to discuss and verify inpatient admission data collections.

o. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.

p. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.

q. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Provider.

r. Provider shall ensure that all medical record charts will be completed and signed as follows: (i) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical 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 provide a quarterly report to include at a minimum the following: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, and (ix) average length of stay unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital's Administration with notice.

t. Provider shall be in one hundred percent (100%) compliance with Drug Wastage Policy. Provider shall be in one hundred percent (100%) compliance with patient specific Pyxis guidelines (charge capture), to include retrieval of medication/anesthesia agents.

u. 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.

v. Provider shall participate in clinical staff meetings and conferences and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as deemed appropriate.

w. Readmission Rate. Provider shall work with Hospital to reduce the thirty (30) day readmission rate for ophthalmology patients to meet the national benchmark criteria.

ATTACHMENT 1
NOTICE OF FALSE CLAIMS AND STATEMENTS

UMC's Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC's Compliance Department provides UMC compliance oversight, education, reporting, investigations and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to local, state and federal regulatory standards. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC's policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in federally funded healthcare programs.

Federal False Claims Act

The Federal False Claims Act (the "Act") applies to persons or entities that knowingly submit, cause to be submitted, conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare and Medicaid.

Liability under the Act attaches to any person or organization who, among other actions, "knowingly":

- Presents a false/fraudulent claim for payment/approval;
- Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
- Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
- Provides less property or equipment than claimed; or
- Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

"Knowingly" means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A "claim" includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, a civil monetary penalty can be imposed pursuant to the federal False Claims Act, 31 U.S.C. § 3729(a), adjusted as set forth in 28 CFR 85 in accordance with the requirements of the Bipartisan Budget Act of 2015, plus three times (3x) the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider may also be required to repay the excess amount.

Criminal penalties are imprisonment for a maximum five (5) years; a maximum fine of $25,000; or both.

Nevada State False Claims Act

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, "knowingly:"

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;
- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;

- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties imposed pursuant to the State False Claims Act for each act correspond to any adjustments in the monetary amount of a civil penalty for a violation of the federal False Claims Act, 31 U.S.C. § 3729(a), plus three times (3x) the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than $250, are six (6) months to one (1) year imprisonment in the county jail; a maximum fine of $1,000 to $2,000; or both. If the value of the false claim(s) is greater than $250, the penalty is imprisonment in the state prison from one (1) to four (4) years and a maximum fine of $5,000.

Non-Retaliation/Whistleblower Protections

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed:

- reinstatement with the same seniority; or
- damages in lieu of reinstatement, if appropriate; and
- two times the lost compensation, plus interest; and
- any special damage sustained; and
- punitive damages, if appropriate.

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at http://www.goldenegg.ethicspoint.com, or by contacting the UMC Compliance Officer at Rani.Gill@umcsn.com or (702) 383-6211.

Retaliation for reporting, in good faith, actual or potential violations or problems, or for cooperating in an investigation is expressly prohibited by UMC policy.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☐ MBE 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:	Emil A. Stein, M.D., Ltd.	
(Include d.b.a., if applicable)		
Street Address:	P.O. Box 93961	**Website: N/A**
City, State and Zip Code:	Las Vegas, NV 89193	**POC Name: Emil Stein** **Email: nevadaeyecare@hotmail.com**
Telephone No:	973-937-8839	**Fax No: 702-896-7114**
Nevada Local Street Address: **(If different from above)**	2090 East Flamingo Road, #100	**Website: N/A**
City, State and Zip Code:	Las Vegas, NV 89119	**Local Fax No: 702-896-7114**
Local Telephone No:	973-937-8839	**Local POC Name: Emil Stein** **Email: nevadaeyecare@hotmail.com**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Emil Stein	President	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.

Emil A. Stein — Signature

Emil A. Stein — Print Name

President — Title

5/2/2022 — Date

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

PROFESSIONAL SERVICES AGREEMENT
(Individual Physician On-Call Coverage)

This Agreement, made and entered into this 25th day of May, 2022, 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 **C. Edward Yee, M.D., P.C.**, a licensed Nevada physician with his/her principal place of business at 2980 South Jones Boulevard, Suite A, Las Vegas, Nevada 89146 (hereinafter referred to as the "Provider");

WHEREAS, Hospital is the operator of an Adult Emergency Department, Pediatric Emergency Department, Level Two Pediatric Trauma Center and Level One Trauma Center (the "Departments") located in Hospital which requires certain Services (as defined below);

WHEREAS, Hospital recognizes that the proper functioning of the Departments require Services from a physician who has been properly trained and is fully qualified and credentialed to practice medicine as an ophthalmologist; and

WHEREAS, Provider desires to contract for and provide said Services in the specialty of ophthalmology, 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 related to pathologies of the eyes.

1.3 Departments. Unless the context requires otherwise, Departments refers to the Adult Emergency Department, Pediatric Emergency Department, Level Two Pediatric Trauma Center and Level One Trauma Center.

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 ophthalmology services to Hospital's inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week in accordance with the ophthalmology call rotation schedule maintained by the Medical Staff.

II. PROVIDER'S OBLIGATIONS

2.1 Services. Provider shall deliver to the Departments and Hospital certain On-Call Services and Clinical Services (collectively the "Services"), as more specifically described on **Exhibit A**, attached hereto and incorporated herein by reference.

2.2 Medical Staff Appointment.

a. 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 Ophthalmology;

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 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 this Agreement or terminate this 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's 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 databases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.

b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical Staff, as may then be in effect.

2.10 Health Insurance Portability and Accountability Act of 1996.

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

b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any 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 Regulations and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Regulations or any applicable state law. Provider shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

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

2.11 UMC Policy #I-66. Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with UMC Policy #I-66, as amended from time to time, which is incorporated and made a part hereof by this reference.

2.12 Compliance with Hospital Policies. Provider shall abide by the relevant policies of Hospital, including, without limitation, its corporate compliance program, I-66 Policy and Code of Ethics, the relevant portions of which are available to Provider upon request, and Hospital's Vaccine Policy, as may be amended from time to time. If Provider does not abide by Hospital's policies, Provider's employees,

agents, subcontractors and/or healthcare workers may be barred from physical access to Hospital's premises.

III. HOSPITAL'S OBLIGATIONS

3.1 Space, Equipment and Supplies.

a. Hospital shall provide space within Hospital for Provider to perform the Services under this Agreement (excluding Provider's private office space); however, Provider shall not have exclusivity over any space or equipment provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Departments.

b. Hospital shall make available during the Term of this Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Departments. 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 Departments and shall keep accurate records of the cost thereof.

3.2 Hospital Services. Hospital shall provide the services of other Hospital departments required for the provision of Services, including but not limited to, Accounting, Administration, Engineering, Human Resources, Materials Management, Medical Records and Nursing related to the provisions of the Clinical Services.

3.3 Personnel. Other than Provider and his/her Allied Health Providers, all personnel required for the proper operation of the Departments shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Departments 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 Hospital's Electronic Health Record system qualifies as availability. Unless specifically agreed to in writing or elsewhere in this

Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.

4.2 Fees. Fees 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 a preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate 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 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 Section 7.5, Hospital will compensate Provider $2,000.00 per day of On-Call Services provided by Provider, or for an annual amount not-to-exceed $730,000.00. 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 first (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 Failure to respond to a request for consultation via telephone and/or any failure to report to Hospital upon agreeing to do so, in accordance with **Exhibit A**, On-Call Services, subsection (c) of this Agreement will result in a forfeiture of that entire day's fee.

5.3 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 June 1, 2022, and subject to Section 7.5, shall remain in effect through May 31, 2025 (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 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 his/her 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 ten (10) 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 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. Section 1395x (v) (1) (I), and the regulations promulgated thereunder.

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

7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.

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

7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or databases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.

In addition, Provider 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 Provider has claimed to be confidential and proprietary, Hospital will immediately notify Provider of such demand and Provider shall immediately notify Hospital of its intention to seek injunctive relief in a Nevada court for protective order. Provider 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 Provider documents in Hospital's custody and control in which Provider claims to be confidential and proprietary. For the avoidance of any doubt, Provider hereby acknowledges that this Agreement will be publicly posted for approval by Hospital's governing body.

7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its Services under this Agreement, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the Term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.

7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble

damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.

b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at rani.gill@umcsn.com, by calling 702-383-6211, or through the UMC EthicsPoint hotline located at http://umcintranet/compliancehotline.html. 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 draftsperson thereof shall not apply to any provision of this Agreement.

7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.

7.18 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, 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: C. Edward Yee, M.D.
2980 South Jones Boulevard, Suite A
Las Vegas, Nevada 89146

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

7.20 Performance. Time is of the essence in this Agreement.

7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

7.24 Other Agreements. Provider and Hospital are parties under certain other agreements set forth below, if any:

a. Professional Services Agreement (Individual Physician On-Call Coverage), dated June 1, 2017.

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

Provider:
C. Edward Yee, M.D., P.C.

By:_____
C. Edward Yee, M.D.
President

Hospital:
University Medical Center of Southern Nevada

By:_____
Mason Van Houweling
Chief Executive Officer

EXHIBIT A
SERVICES

Provider to provide Ophthalmology On-Call and Clinical Services in accordance with the following requirements:

On-Call Services:

a. Provider shall deliver to the Departments and Hospital twenty-four (24) hours per day, seven (7) days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff.

b. Response times for On-Call Services shall be in accordance with Hospital Policy # MSS-0111, On Call Physician Policy, the relevant portions of which are available to Provider upon request.

c. The decision as to whether Provider must appear in person or consult by telephone is in consultation with the on-call ophthalmologist and the appropriately designated individual who completed the Medical Screening Examination, and provided that the on-call ophthalmologist agrees that this is a reasonable request.

Clinical Services:

a. Provider shall provide Clinical Services in the best interests of Hospital's inpatients and outpatients, including but not limited to Hospital's Emergency Department and Trauma Department patients, utilizing all due diligence arising from the emergency and on-call services.

b. Provide rounds, on-call and consultative coverage as needed by Hospital's inpatients and outpatients of the Departments, 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

Provider shall 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 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 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 laws, 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 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 Provider's judgment. The parties agree that this provision concerning referrals by 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 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's Administration to discuss and verify inpatient admission data collections.

o. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.

p. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.

q. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Provider.

r. Provider shall ensure that all medical record charts will be completed and signed as follows: (i) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical 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 provide a quarterly report to include at a minimum the following: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, and (ix) average length of stay unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital's Administration with notice.

t. Provider shall be in one hundred percent (100%) compliance with Drug Wastage Policy. Provider shall be in one hundred percent (100%) compliance with patient specific Pyxis guidelines (charge capture), to include retrieval of medication/anesthesia agents.

u. 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.

v. Provider shall participate in clinical staff meetings and conferences and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as deemed appropriate.

w. Readmission Rate. Provider shall work with Hospital to reduce the thirty (30) day readmission rate for ophthalmology patients to meet the national benchmark criteria.

ATTACHMENT 1
NOTICE OF FALSE CLAIMS AND STATEMENTS

UMC's Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC's Compliance Department provides UMC compliance oversight, education, reporting, investigations and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to local, state and federal regulatory standards. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC's policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in federally funded healthcare programs.

Federal False Claims Act

The Federal False Claims Act (the "Act") applies to persons or entities that knowingly submit, cause to be submitted, conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare and Medicaid.

Liability under the Act attaches to any person or organization who, among other actions, "knowingly":

- Presents a false/fraudulent claim for payment/approval;
- Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
- Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
- Provides less property or equipment than claimed; or
- Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

"Knowingly" means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A "claim" includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, a civil monetary penalty can be imposed pursuant to the federal False Claims Act, 31 U.S.C. § 3729(a), adjusted as set forth in 28 CFR 85 in accordance with the requirements of the Bipartisan Budget Act of 2015, plus three times (3x) the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider may also be required to repay the excess amount.

Criminal penalties are imprisonment for a maximum five (5) years; a maximum fine of $25,000; or both.

Nevada State False Claims Act

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, "knowingly:"

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;
- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;

- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties imposed pursuant to the State False Claims Act for each act correspond to any adjustments in the monetary amount of a civil penalty for a violation of the federal False Claims Act, 31 U.S.C. § 3729(a), plus three times (3x) the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than $250, are six (6) months to one (1) year imprisonment in the county jail; a maximum fine of $1,000 to $2,000; or both. If the value of the false claim(s) is greater than $250, the penalty is imprisonment in the state prison from one (1) to four (4) years and a maximum fine of $5,000.

Non-Retaliation/Whistleblower Protections

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed:

- reinstatement with the same seniority; or
- damages in lieu of reinstatement, if appropriate; and
- two times the lost compensation, plus interest; and
- any special damage sustained; and
- punitive damages, if appropriate.

Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at http://www.goldenegg.ethicspoint.com, or by contacting the UMC Compliance Officer at Rani.Gill@umcsn.com or (702) 383-6211.

Retaliation for reporting, in good faith, actual or potential violations or problems, or for cooperating in an investigation is expressly prohibited by UMC policy.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☐ MBE 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:	C. EDWARD YEE, M.D., P.C.	
(Include d.b.a., if applicable)	LAS VEGAS OPHTHALMOLOGY	
Street Address:	2980 S. JONES Blvd., suite A	**Website:**
City, State and Zip Code:	LAS VEGAS, NV 89146	**POC Name:** C. EDWARD YEE **Email:** CEDWARDYEE@GMAIL.COM
Telephone No:	(702) 362-3937	**Fax No:** (702) 362-7935
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)
C. EDWARD YEE	President	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.

C. Edward Yee — C. EDWARD YEE

Signature — Print Name

President — 05-09-2022

Title — Date

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Amendment 3 to Agreement for Integrated Pest Management Program with Terminix International Company Limited Partnership d/b/a Terminix Commercial**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment 3 to Agreement for Integrated Pest Management Program with Terminix International Company Limited Partnership d/b/a Terminix Commercial for pest control services; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: Various
Funded Pgm/Grant: N/A
Description: Integrated Pest Management
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: Amendment 3– same Term
Amount: Amendment 3– additional NTE $460,000
Out Clause: 30 days w/o cause; Budget Act and Fiscal Fund Out

BACKGROUND:

On July 27, 2019, UMCSN contracted with Terminix International Company Limited Partnership d/b/a Terminix Commercial ("Terminix") for a two (2) year Term ending July 26, 2021 for Integrated Pest Management. Amendment 1, effective July 29, 2020, added additional services to the Statement of Work, extended the Term through July 26, 2024 and increased the funding by $339,190 for a total not to exceed amount of $428,280. Amendment 2 increased the funding by $400,000 with no change to the term.

This Amendment 3 requests to increase the funding by $460,000 to support pest prevention at new locations for a new not to exceed amount of $1,288,280.00.

UMCSN's Environmental Services Director has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMCSN's Office of General Counsel.

Terminix currently holds a Clark County business license.

Cleared for Agenda
May 25, 2022

Agenda Item #
10

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their May 18, 2022 meeting and recommended for approval by the Governing Board.

AMENDMENT THREE

TO THE AGREEMENT FOR INTEGRATED PEST MANAGEMENT PROGRAM

THIS AMENDMENT is made and entered into as of this _____ day of May, 2022, 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 the Terminix International Company Limited Partnership D/B/A Terminix Commercial (hereinafter referred to as "**CONTRACTOR**").

WITNESSETH:

WHEREAS, the parties entered into an Agreement entitled Agreement for integrated pest management program dated July 19, 2019, amended via Amendment One on July 29, 2020, and amended via Amendment Two on July 7, 2021 (hereinafter referred to as "Agreement"); and

WHEREAS, the parties desire to further amend this Agreement with this Amendment Three.

NOW, THEREFORE, the parties agree as follows:

1. Section II(A) – COMPENSATION shall be deleted and replaced with the following:
   HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed amount of $1,288,280.00 to cover increased requirements for pest control. HOSPITAL's obligation to pay COMPANY cannot exceed the not-to-exceed amount. Any expenses/costs incurred by COMPANY in excess of this amount shall be the sole responsibility of COMPANY.
2. Exhibit A: Areas Covered will be deleted and replaced with the following:
   - 7 Story Tower
   - Trauma Building
   - Northeast Tower
   - Southeast Building
   - ER and ICU
   - ASU
   - Round Building/South Wing
   - UMC Trauma and Children's Hospital
   - UMC 2040

   Offsite locations
   - Southern Highlands A & B
   - 2231 W. Charleston
   - Aliante Primary/Quick Care
   - Blue Diamond Quick Care
   - Centennial Hills Primary/ Quick Care
   - Enterprise Quick Care
   - Nellis Quick Care
   - Pecolle Ranch Primary/ Quick Care
   - Sunset Primary /Quick Care
   - Rancho Quick Care / Rehab Center
   - Spring Valley Quick Care

3. Exhibit A: Quality Control Audits Monthly Services will be deleted and replaced with the following:
    - Monthly Services
        - On demand services included to treat areas noted in Pest sighting log maintained by location
        - Remove spider webs from entrances
        - Treat all Entrances with residual
        - All vending and snack areas inspected and treated
        - Check, maintain and report on all exterior rodent devices. Replace rodenticides
        - Check, maintain and report on all interior monitoring traps. Replace glue boards
        - Check, maintain and report on all Flying Insect Traps. Replace Glue boards
        - Power washing of identified areas contaminated by bird droppingas and other biohazardous waste droppings and birdcontroll program throughout the campus
        - Bed Bug monthly billing effective May 1, 2020.

4. Except as expressly amended in this Amendment Three, the Agreement shall remain in full force and effect.

HOSPITAL:
UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: _____
Mason Van Houweling
Chief Executive Officer

CONTRACTOR:
THE TERMINIX INTERNATIONAL COMPANY LIMITED
PARTNERSHIP D/B/A TERMINIS COMMERCIAL

By: _____
Manager
DAN OWENS

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and University Medical Center of Southern Nevada. Failure to submit the requested information may result in a refusal by the GB to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

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

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

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

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB) . This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE**): An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

***Number of Clark County Nevada Residents employed by this firm. (*Do not leave blank. If none or zero, put the number 0 in the space provided.)**

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

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

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

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

2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form.

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☒ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed: 15

Corporate/Business Entity Name:	The Terminix International Company, LLP	
(Include d.b.a., if applicable)	Terminix Commercial	
Street Address:	150 Peabody Pl	**Website:**
City, State and Zip Code:	Memphis, TN 38103-3720	**POC Name: Ron Edens** **Email: redens@terminix.com**
Telephone No:	702-617-2107	**Fax No:**
Nevada Local Street Address: **(If different from above)**	3515 W Post Rd ste 120	**Website:**
City, State and Zip Code:	Las Vegas, NV 89118	**Local Fax No:**
Local Telephone No:	702-204-2100	**Local POC Name:** **Email:**

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

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

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

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

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

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

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

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

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

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

Signature	Ronald C Edens II Print Name
Branch Manager Title	07/22/2020 Date

REVISED 7/25/2014

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: Ratify Services Agreement for 7-Story Tower Power Re-Feed Emergency project with JMB Construction	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board approve and ratify the Service Agreement with JMB Construction, Inc. for the 7-Story Tower Power Re-Feed Construction Services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5430.011 Fund Name: Clark Co Equipment Transfer
Fund Center: 3000848000 Funded Pgm/Grant: N/A
Description: 7-Story Tower Power Re-Feed Emergency Project
Bid/RFP/CBE: NRS 332.112
Term: 05/04/2022 – 05/03/2023
Amount: NTE $893,613.00
Out Clause: At any time for convenience

BACKGROUND:

In accordance with NRS 332.112 (2), if the authorized representative, chief administrative officer or governing body of the local government determines that an emergency exists affecting the public health, safety or welfare, a contract or contracts necessary to contend with the emergency may be let without complying with the requirements of this chapter. If such emergency action was taken by the authorized representative or chief administrative officer, he or she shall report it to the governing body at its next regularly scheduled meeting.

JMB Construction Inc. ("Company") performed an emergency repair/re-route of three electrical feeders for UMC's 7 story tower. Time was crucial to get the lines re-routed immediately to prevent the loss of lights/receptacles/elevators as well as air flow for floors 3, 4, and 5. While the repair was being coordinated, UMC utilized generators to obtain emergency lighting/receptacle power/elevator usage for the affected areas.

The circumstances meet the definition of an emergency as set forth in NRS 332.112 (1) (a) and (b):

Cleared for Agenda
May 25, 2022

Agenda Item #
11

> "For the purposes of this section, an "emergency" is one which: (a) Results from the occurrence of a disaster, including, but not limited to, fire, flood, hurricane, riot, power outage or disease; or (b) May lead to impairment of the health, safety or welfare of the public if not immediately attended to."

Staff requests board ratification of the Services Agreement with Company, as this action was required to ensure UMC's electrical service was not dependent on generators for daily operations. UMC took immediate action to mitigate and remediate the impacted areas, securing services from Company totaling $893,613.00.

UMC's Plant Operations Director has reviewed and recommends ratification of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

Company currently holds a Clark County business license.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

SERVICES AGREEMENT

This Services Agreement, consisting of these terms and conditions, Exhibit A and B (collectively, the **"Agreement"**), is entered into by and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (**"HOSPITAL"**) and JMB Construction (**"COMPANY"**). HOSPITAL and COMPANY are individually referred to herein as a **"Party"** and collectively as the **"Parties."** This Agreement sets forth the terms and conditions upon which COMPANY will provide services as set forth in Exhibit A (the **"Scope of Work"**) for HOSPITAL's 6th Floor Power Re-Feed project (the **"Project"**). Any additional or conflicting terms and conditions appearing on a quotation, proposal or any other document will not be binding upon the Parties.

Signatures: By executing this Agreement, each signatory represents and warrants that such person has read, understood and is duly authorized to execute this Agreement on behalf of the respective party.

HOSPITAL:

By:_____ 5/4/22
MASON VAN HOUWELING — DATE
Chief Executive Officer
Address: 1800 W. Charleston Blvd., Las Vegas, NV 89102

COMPANY:

By:_____ 5/4/22
Christopher Beard — DATE
Title: Vice President
Address: 1118 Sharp Circle, Suite E, NLV, NV 89030

Terms and Conditions

1. **TERM.** The term of this Agreement shall commence on the date of last signature by the Parties below (the **"Effective Date"**) and shall continue for a term of one year or Project completion, whichever occurs sooner (the **"Term"**).
2. **COMPENSATION.** HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work **(Exhibit A)** for the fixed not-to-exceed fee of $893,613.00. Payment of invoices will be made within forty-five (45) calendar days after completion of PROJECT and receipt of an accurate invoice that has been reviewed and approved by HOSPITAL. 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. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
3. **RESPONSIBILITY OF COMPANY**. 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 HOSPITAL's Vaccine Policy, as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products. COMPANY shall take all reasonable precautions for the safety of all personnel on-site employees on the Project and all other persons who may be affected thereby. COMPANY shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Project, COMPANY shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Project and before final payment is made, COMPANY shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the Project to the satisfaction of HOSPITAL in accordance with all applicable federal, state, and local laws, ordinances and codes. COMPANY shall leave the premises and Work site in a neat, clean, and safe condition. In the event of the failure to comply with the foregoing, HOSPITAL may satisfy the requirements of this Section at COMPANY's expense.

4. **SUBCONTRACTS**. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
5. **EQUIPMENT AND MATERIALS**. COMPANY at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Project in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, HOSPITAL shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by COMPANY or its subcontractors, even if such Equipment is furnished, rented or loaned to COMPANY or its subcontractors by HOSPITAL.
6. **TIME SCHEDULE**. Time is of the essence of this Agreement. 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. In the event that COMPANY fails to complete the PROJECT within the time specified in the Agreement, or with such additional time(s) as may be granted in writing by HOSPITAL or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Agreement or

any extensions thereof, COMPANY shall pay to HOSPITAL as liquidated damages the sum of **$100.00** for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by HOSPITAL in completing the work.

7. **TERMINATION.** This Agreement will terminate automatically if all or a substantial portion of COMPANY's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against COMPANY for relief under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days, or COMPANY is adjudged bankrupt. This Agreement may also be terminated in whole or in part by HOSPITAL at any time for its convenience.
8. **BUDGET ACT/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.
9. **INSURANCE.** COMPANY shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.
10. **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, or return receipt requested, at the addresses listed on page 1 of this agreement.
11. **INDEMNITY.** COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees or agents of COMPANY in the performance of this Agreement.
12. **GOVERNING LAW/VENUE.** Nevada law shall govern the interpretation of this Agreement. Venue shall be any court of competent jurisdiction in Clark County, Nevada.
13. **PUBLIC RECORDS.** COMPANY acknowledges that HOSPITAL is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its records are public documents available for copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement that COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify and defend HOSPITAL from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of COMPANY document in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.
14. **PROHIBITION AGAINST ISRAEL BOYCOTT.** In accordance with Nevada Revised Statute 332.065, COMPANY certifies that it is not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.
15. **MISCELLANEOUS.** 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. Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void. COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement. 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. 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. COMPANY warrants that it is has a valid Clark County Business License and will maintain such licensure through the duration of this Agreement. 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.

EXHIBIT A

SCOPE OF WORK

The following items are specifically included in our proposal:

1. Construction waste will be contained within the construction area until transport.
2. Furnish and install proper floor and wall protection for the existing finishes.
3. Furnish and install ICRA protections as required.
4. We provide for a City of Las Vegas electrical permit.
5. Furnish and install rental scaffolding on the second floor roof area up to 3rd floor where the anticipated wall penetration is located to enter the existing mechanical chase.
6. Provide openings at existing ceilings as required to accommodate new electrical installations. It is anticipated that we will need to access at least one ceiling area and possibly 3 ceiling areas.
7. Provide openings at existing mechanical chase as required to accommodate new electrical installations. It is anticipated that we will need to access the existing mechanical chase 3 to 4 different locations.
8. Provide place back of ceiling assembly openings to the previous existing conditions prior to demolition.
9. Provide place back of mechanical chase openings to the previous existing conditions prior to demolition.
10. We provide an allowance for roof patch at electrical penetrations.
11. We provide an allowance for caulks and sealants at wall electrical penetrations.
12. We provide an allowance for fire caulking at mechanical chase electrical penetrations.
13. Provide minor stucco repair at scaffold and electrical conduit penetrations. Stucco will be repaired back to the previous existing conditions prior to scaffold and electrical installations. It is anticipated that there will be Three (3) electrical conduit penetrations.
14. Furnish and install Three (3) 4" EMT conduits from CPH Electric Room, across the roof, around the Eastside of the elevator tower and up to the third floor to penetrate the exterior wall to access the existing mechanical chase. This includes all conduit, fittings, wire and support systems to install 800A of 480V 3phase 3 wire feed to the 6th floor main switchgear.
15. Supervision
16. Clean up and proper disposal of all trash and debris caused by our scope of work.
17. All work to take place during normal working hours 5:30am – 3:30pm Monday – Friday.

The following items are specifically excluded from our proposal:

1. Any work not noted above.
2. Any construction documents.
3. Any overtime or special inspections.
4. Any sewer connection fees.
5. Any hazardous materials testing or abatement.
6. Any structural modifications.
7. Any trench or recessed ducting.
8. Any medical gas systems, connections, zone valves or certifications.
9. Any lead shielding including lead lined sheetrock, lead lined doors or leaded glass view windows.
10. Any new HVAC equipment or wiring of any kind.
11. Hidden and/or concealed conditions that we could not identify by a visual inspection, such as under-slab conduits, etc. are not included as a cost in our proposal. We have undertaken reasonable care and caution to identify any conflict; however, we did not perform any destructive inspections that may have identified these hidden and/or concealed conditions.
12. Any Telephone/Data wiring and/or equipment.
13. Any new roofing materials.
14. Any furnishings.
15. Any work to bring the existing space to current codes or standards.
16. Any exterior finish work other than what is noted above.
17. Any work to bring the existing space to current ADA standards.
18. Any life safety systems plans and/or modifications.

EXHIBIT B
INSURANCE REQUIREMENTS

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

A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format attached, for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** of the Effective Date. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.

B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.

D. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.

E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000.

F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

G. **Commercial General Liability**: Subject to Paragraph 4 of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.

I. **Professional Liability**: COMPANY shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.

J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.

L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.

M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.

N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center of Southern Nevada, Attention: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

P. **Insurance Form Instructions**: The following information must be filled in by COMPANY's Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.
2. COMPANY's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
   (A) Policy Number
   (B) Policy Effective Date
   (C) Policy Expiration Date
   (D) Each Occurrence ($1,000,000)
   (E) Damage to Rented Premises ($50,000)
   (F) Medical Expenses ($5,000)
   (G) Personal & Advertising Injury ($1,000,000)
   (H) General Aggregate ($2,000,000)
   (I) Products - Completed Operations Aggregate ($2,000,000)

5. Automobile Liability (Any Auto)
   (J) Policy Number
   (K) Policy Effective Date
   (L) Policy Expiration Date
   (M) Combined Single Limit ($1,000,000)

6. Worker's Compensation: The COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D

7. Professional Liability
   (N) Policy Number
   (O) Policy Effective Date
   (P) Policy Expiration Date
   (Q) Aggregate ($1,000,000)

8. Description: Name of Project (must be identified on the initial insurance form and each renewal form).

9. Certificate Holder:

   University Medical Center of Southern Nevada
   c/o Legal Department
   1800 W. Charleston Blvd.
   Las Vegas, Nevada 89102

10. Appointed Agent Signature to include license number and issuing state.

11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by COMPANY hereunder shall be on a per policy basis; (2) COMPANY shall provide evidence of all such coverages upon request; (3) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of COMPANY"; and (5) COMPANY reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
1. INSURANCE BROKER'S NAME ADDRESS	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
2. //TYPE//'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COMPANY'S BEST KEY RATING

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS		
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE	$(D)	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$(E)	50,000
	CLAIMS-MADE X OCCUR.	X					MED EXP (Any one person)	$(F)	5,000
							PERSONAL & ADV INJURY	$(G)	1,000,000
							GENERAL AGGREGATE	$(H)	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$(I)	2,000,000
	POLICY X PROJECT LOC						**DEDUCTIBLE MAXIMUM**	$	**25,000**
5.	AUTOMOBILE LIABILITY			(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	$(M)	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS	X					BODILY INJURY (Per accident)	$	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$	
	HIRED AUTOS							$	
	NON-OWNED AUTOS						**DEDUCTIBLE MAXIMUM**	$	**25,000**
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS OTHER	$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	X					E.L. EACH ACCIDENT	$	
	describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – E.A. EMPLOYEE	$	
							E.L. DISEASE – POLICY LIMIT	$	
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	$(Q)	1,000,000
8.				(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	$(U)	300,000

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

9. CERTIFICATE HOLDER	CANCELLATION
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA C/O CONTRACTS MANAGEMENT 1800 W. CHARLESTON BLVD. LAS VEGAS, NV 89102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **10.** AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CONTRACT NAME: Renovation of Burn Physical Therapy Room Project

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

TERRY REYNOLDS
DIRECTOR

SHANNON M. CHAMBERS
LABOR COMMISSIONER



OFFICE OF THE LABOR COMMISSIONER
3300 WEST SAHARA AVENUE, SUITE 225
LAS VEGAS, NEVADA 89102
PHONE: (702) 486-2650
FAX (702) 486-2660

OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NV 89706
PHONE: (775) 684-1890
FAX (775) 687-6409

Department of Business & Industry
OFFICE OF THE LABOR COMMISSIONER

www.labor.nv.gov

REQUEST FOR PUBLIC WORKS IDENTIFYING NUMBER (PWP NUMBER)

PURSUANT TO NRS 338.013(1)

AWARDING BODY INFORMATION

County:	Clark County	PWP-CL-2022-351
Awarding Body:	University Medical Center of Southern Nevada	
Address:	1800 W. Charleston Blvd.	
Phone:	702-671-1076	
Fax:	702-383-2609	
Contact Person/Title:	John Goodnow	
E-Mail:	john.goodnow@umcsn.com	

BID INFORMATION

Bid Opening Date:	21-Apr-2022
Estimated Award Date:	21-Apr-2022
Estimated Cost:	$893,613.00
Bid/Contract #:	N/A - Emergency Contract
Project Name:	6th Floor Power Re-Feed
Location:	Las Vegas
Bid Type:	Sealed Bids
Description:	Emergency repair/re-route of the three electrical feeders for UMC's Seven Story Tower. Required immediately as UMC must run on generators which will give us only emergency lighting/receptacle power/elevator use for the aforementioned affected areas. Generators will be forced to run 24/7 until such a time as repair/re-route is completed.

Date Received by OLC 21-Apr-2022 Date Returned 4/21/2022 (ID)

STATE OF NEVADA

STEVE SISOLAK
GOVERNOR

TERRY REYNOLDS
DIRECTOR

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Department of Business & Industry
OFFICE OF THE LABOR COMMISSIONER

www.Labor.nv.gov

April 21, 2022

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

RE: Public Works Identification Number Request

Dear John Goodnow:

The Office of the Labor Commissioner (OLC) has assigned PWP-**CL-2022-351** for 6th Floor Power Re-Feed. Please be advised of the following statutory requirements:

Notice of Award:
Per NRS 338.013(1), Each public body which awards a contract for any public work shall report its award to the labor commissioner within 10 days after the award, giving the name and address of each contractor who will be engaged on the work and the identifying number. Please supply the following information by email within 10 days of awarding the contract.

Notice of Completion:
Per NRS 338.013(4), to report to the Labor Commissioner the completion of all work performed on a public work before the final payment is due to the contractor. Please supply the following information by email within 30 days after the final completion.

Please contact us if you have any questions or concerns regarding this matter.

Sincerely,

Office of the Labor Commissioner
Public Works Unit

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	XX☒ 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:	JMB Construction, Inc.	
(Include d.b.a., if applicable)		
Street Address:	1118 Sharp Circle #E	**Website:**
City, State and Zip Code:	North Las Vegas, NV 89030	**POC Name: Christopher Beard** **Email: cbeard@jmbconstructioninc.com**
Telephone No:	702-642-3600	**Fax No: 702-642-5050**
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)
Susan Beard	President	51%
John Beard	Qualified Employee	49%

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes xx☒ 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 xx☒ 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 xx☒ 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.

Susan Beard — Susan Beard
Signature — Print Name

President — 4/13/2022
Title — Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Welcome, Introductions and Update**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board welcome, introductions and update from the Board of Hospital Trustees Chair, Governing Board Chair and Hospital CEO; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
May 25, 2022

Agenda Item #
12

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Receive Education on Nevada Medicaid Insurance**	**Back-up:**
Petitioner: Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an educational presentation from Richard Whitley, Director, and Kyra Morgan, Chief Biostatistician, for the Nevada Department of Health and Human Services – State of Nevada, regarding an overview of Nevada Medicaid Insurance; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
May 25, 2022

Agenda Item #
13

Steve Sisolak
Governor

Richard Whitley
Director

State of Nevada

Department of Health and Human Services

Nevada Medicaid Cost Driver Analysis

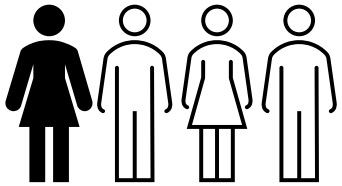
Kyra Morgan, MS, State Biostatistician

5/25/2022

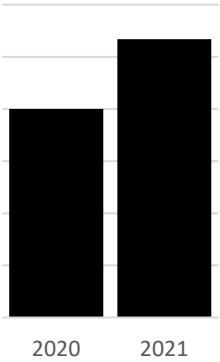
Helping people. It's who we are and what we do.

Nevada Medicaid Cost Driver Analysis: Background

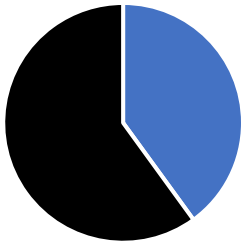
- Nevada Medicaid is the largest provider of health insurance in Nevada, covering approximately one in four Nevadans.



- The program experienced a year-over-year (YOY) caseload growth of 33.5%, or 215,324 Nevadans, in 2021.



- In any given month approximately 40% of Nevada's Medicaid members utilize healthcare.



Nevada Medicaid Cost Driver Analysis: Purpose

- Monitor Per Member Per Month (PMPM) health care cost growth in Nevada's Medicaid population

- Serve as a starting point for understanding cost drivers and spending patterns in Nevada Medicaid.

Terms	**Definitions**
PMPM	Monthly Spend / Unique Member Monthly Enrollment
Utilizer	Members with an associated billing claim for the given month
Spend Per Utilizer	Monthly Spend / Unique Monthly Utilizers. This calculation includes only members who have an associated billing claim for the given month.
Utilization	The monthly total number of claims or visits submitted and then averaged over the 12-month period (CY).

Nevada Medicaid Cost Driver Analysis: Methods

Data Source: Nevada Medicaid Data Warehouse

Analysis Period: Incurred CY 2016 through 2020

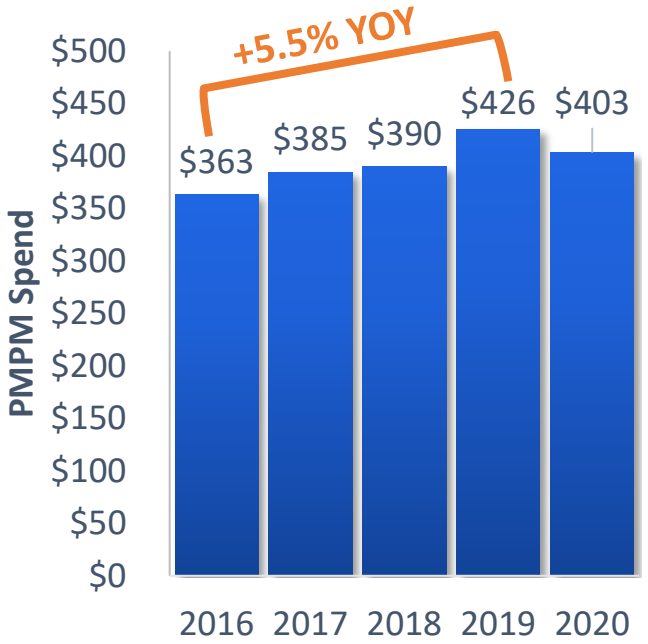
Average YOY Trend: Used to quantify cost growth; Considers CY 2016-2019

In addition to a comprehensive market analysis, spend has been analyzed at five levels:

1) Plan Type
   - Fee-for-Service (FSS)
   - Managed Care (MCO)
2) Service Category
   - Inpatient hospital
   - Outpatient hospital
   - Professional
   - Long Term Care
   - Dental
   - Pharmacy
3) Geography:
   - North (Washoe and Carson City)
   - South (Clark County)
   - Rural (All other Nevada counties)
4) Age
5) Gender

Nevada Medicaid Cost Driver Analysis: Overall PMPM Spend

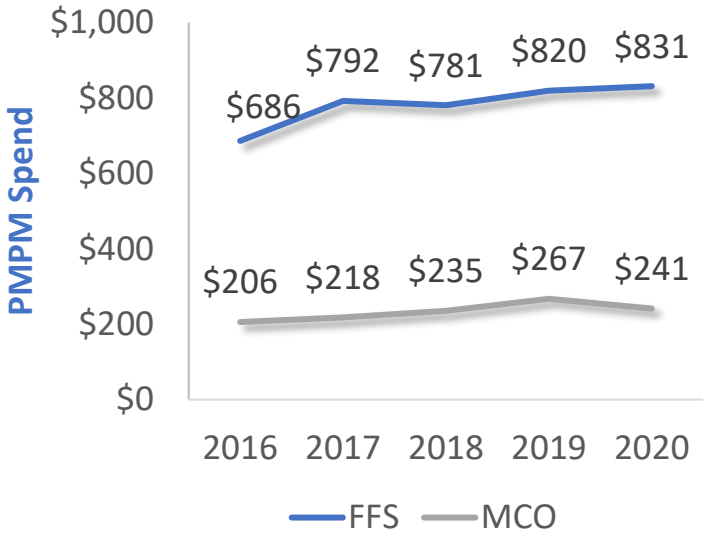
- Average YOY trend in PMPM growth per year is 5.5%.
- Largest YOY increase was from 2018 to 2019 (9%).
- PMPM cost decreased in 2020, due to a combination of increased enrollment and decreased utilization driven by the COVID-19 pandemic.



	2016	2017	2018	2019	2020
PMPM	$363	$385	$390	$426	$403
YOY % Change		6%	1%	9%	-5%
Change from base (2016)		6%	7%	17%	11%
Average YOY Trend			**5.5%**		

Nevada Medicaid Cost Driver Analysis: By Plan Type

- Growing health care costs are present in both plans, MCO and FFS.
- FFS plan type is significantly more costly than MCO on a per member level (although only 30% of membership)
  - Driven by the aged, blind, and disabled (ABD) population
- The MCO plan saw a reduction in PMPM spend in 2020.

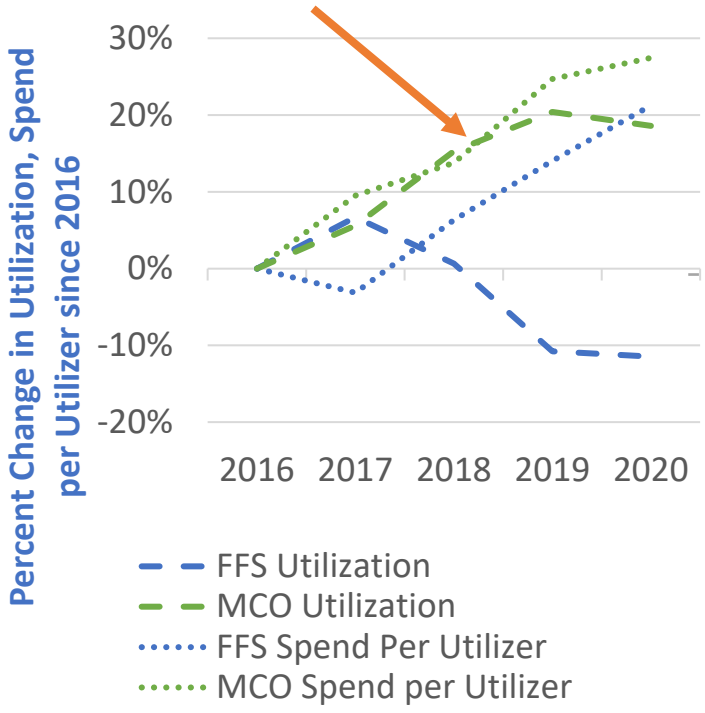


	PMPM by Plan		YOY % Change		Average YOY Trend	
	FFS	MCO	FFS	MCO	**FFS**	**MCO**
2016	$686	$206				
2017	$792	$218	15%	6%		
2018	$781	$235	-1%	8%	**6%**	**9%**
2019	$820	$267	5%	14%		
2020	$831	$241	1%	-10%		

Nevada Medicaid Cost Driver Analysis: By Plan Type

What is driving the increasing PMPM?

- FFS: increases in spend per utilizer
- MCO: increases in spend per utilizer and utilization (driven by enrollment)

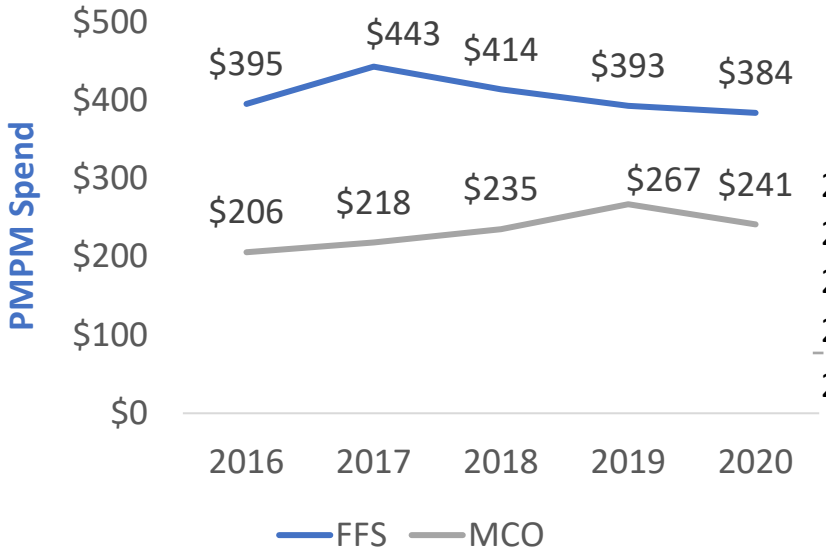


	Spend per Utilizer		YOY % Change		Average YOY Trend	
	FFS	MCO	FFS	MCO	**FFS**	**MCO**
2016	$1,259	$523				
2017	$1,219	$573	-3%	10%		
2018	$1,338	$595	10%	4%	**5%**	**8%**
2019	$1,435	$652	7%	10%		
2020	$1,526	$667	6%	2%		

	Utilization		YOY % Change		Average YOY Trend	
	FFS	MCO	FFS	MCO	**FFS**	**MCO**
2016	509,725	463,937				
2017	543,861	489,940	7%	6%	**-3%**	**6%**
2018	513,052	534,878	-6%	9%		
2019	454,763	558,568	-11%	4%		
2020	451,250	550,158	-1%	-2%		

Nevada Medicaid Cost Driver Analysis: By Plan Type (excluding ABD)

- When excluding the ABD eligible population from FFS, we identify a different overall PMPM trend.
- FFS PMPM excluding the ABD population declined YOY from 2017 through 2020.
- Still, PMPM spend for FFS excluding ABD is consistently higher than that for the MCO population.



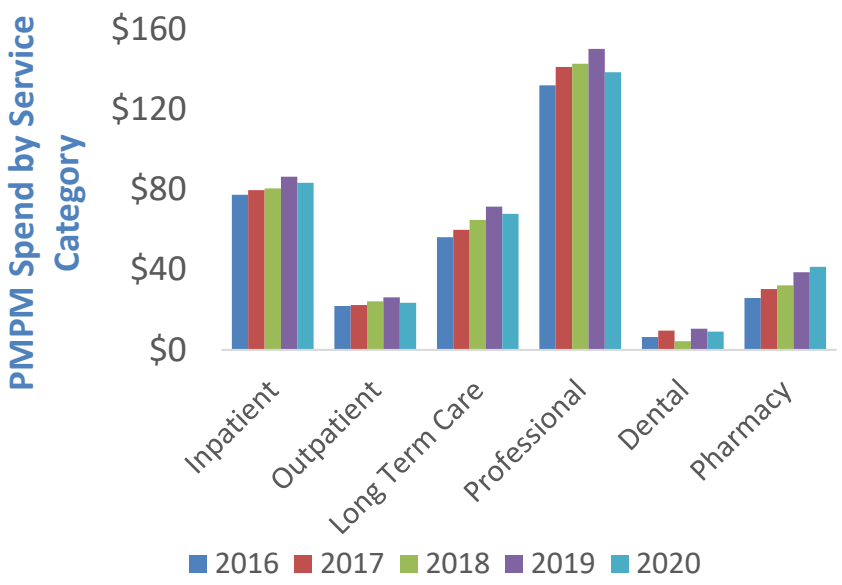
	PMPM by Plan		YOY % change		Average YOY Trend	
	FFS	MCO	FFS	MCO	FFS	MCO
2016	$395	$206				
2017	$443	$218	12%	6%		
2018	$414	$235	-7%	8%	<1%	9%
2019	$393	$267	-5%	14%		
2020	$384	$241	-2%	-10%		

ABD Average PMPM: $1,699
ABD Average YOY Trend: 6%

Nevada Medicaid Cost Driver Analysis: By Service Category

- The highest proportions of PMPM spend are for:
  - Professional services: *due to high utilization*
  - Inpatient hospitalizations: *due to high cost per service*
  - Long-term care: *due to high cost per service*

- Growing health care costs are present across all service categories from 2016 to 2019.



YOY % Change in PMPM by Service Category	2017	2018	2019	2020	Avg. YOY Trend
Inpatient	3%	1%	7%	-3%	**4%**
Outpatient	2%	8%	8%	-10%	**6%**
Long Term Care	6%	8%	10%	-5%	**8%**
Professional	7%	1%	5%	-8%	**4%**
Dental*	49%	-55%	143%	-14%	**46%**
Pharmacy	-1%	-12%	47%	-3%	**15%**

**Percent change shown in dental is due to changes in billing policy and does not accurately represent price increase.*

Nevada Medicaid Cost Driver Analysis: By Service Category

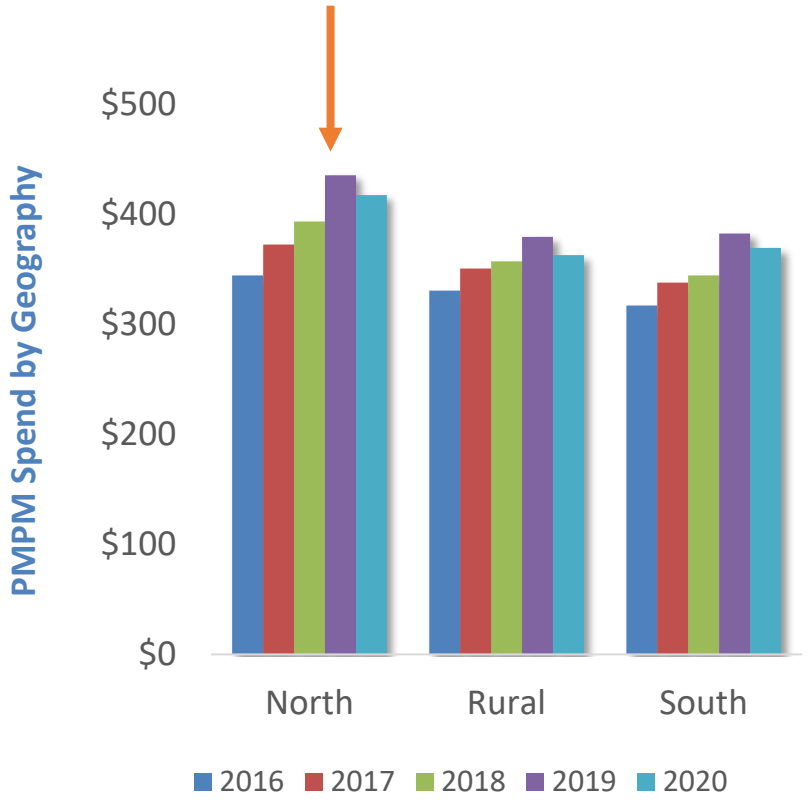
- Increases in both utilization and cost per service are driving spend increases.
  - Unit costs are increasing more significantly than utilization.
- PMPM decreases were observed from 2019 to 2020, driven by decreased utilization and increased enrollment. Simultaneously, cost per service increased across the board.

	Average CY 2016	YOY Trend (% Change) - CY 2019		% Change CY 2019 - CY 2020		
Service Category	PMPM	Utilization	$ per Visit	PMPM	Utilization	$ per Visit
Inpatient Hospital	**4%**	1%	4%	-3%	-2%	7%
Outpatient Hospital	**6%**	3%	5%	-10%	-11%	9%
Long-Term Care	**8%**	3%	2%	-5%	-7%	7%
Professional	**4%**	<1%	6%	-8%	-2%	3%
Dental*	**46%**	9%	36%	-14%	-14%	9%
Pharmacy	**15%**	2%	14%	7%	1%	16%

**Percent change shown in dental is due to a change in billing policy and does not accurately represent a price increase.*

Nevada Medicaid Cost Driver Analysis: By Geography

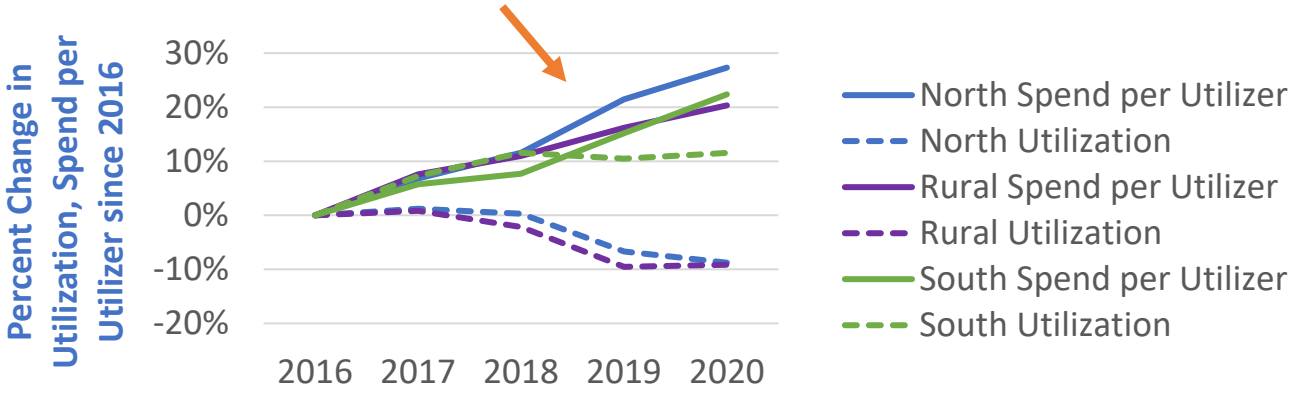
- PMPM spend is highest in northern Nevada and is rising at the fastest rate.



YOY % Change in PMPM by Geography	2017	2018	2019	2020	Avg. YOY Trend
North	8%	6%	11%	-4%	**8%**
South	7%	2%	11%	-3%	**7%**
Rural	6%	2%	6%	-4%	**5%**

Nevada Medicaid Cost Driver Analysis: By Geography

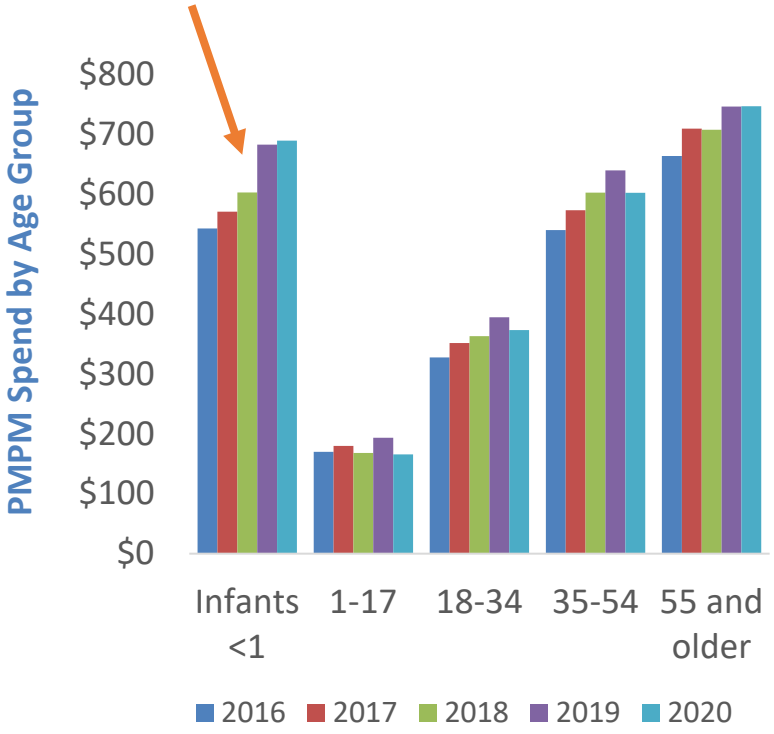
- Utilization volume is concentrated, and increasing, in southern Nevada (77%).
  - Primarily driven by increases to enrollment
- Cost growth in northern and rural Nevada is driven by spend per utilizer; utilization has a stable/declining trend.



	Average YOY Trend (% Change) CY 2016 - CY 2019			% Change CY 2019 - CY 2020		
Geography	PMPM	Utilization	Spend per Utilizer	PMPM	Utilization	Spend per Utilizer
North	**8%**	-2%	13%	-4%	-2%	5%
South	**7%**	3%	10%	-3%	1%	6%
Rural	**5%**	-3%	12%	-4%	<1%	4%

Nevada Medicaid Cost Driver Analysis: By Age

- Infants and older adults (aged 55 and older) drive PMPM spend by age group, followed by those aged 35-54 years old.
- Infants have observed the highest growth in PMPM spend from 2016 to 2019.



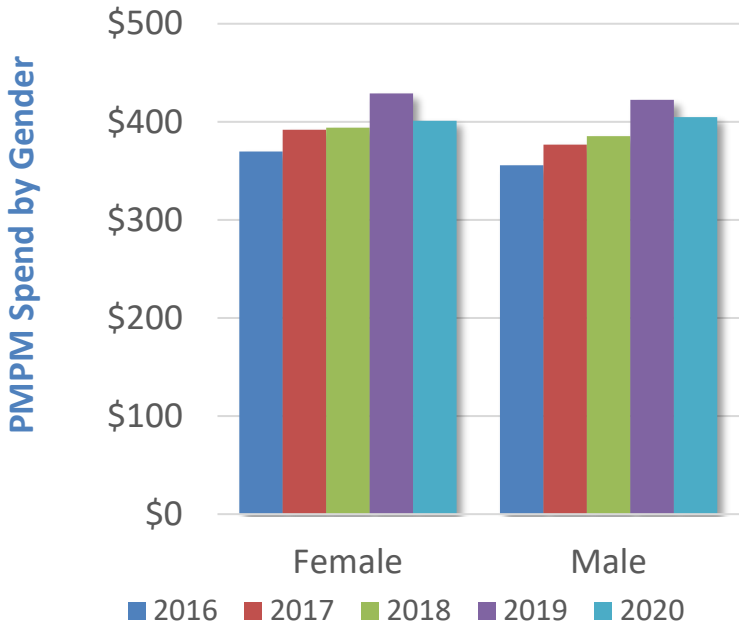
YOY % Change in PMPM by Age Group	2017	2018	2019	2020	Avg. YOY Trend
Infants <1	5%	6%	16%	<1%	**8%**
1-17	6%	-7%	15%	-14%	**5%**
18-34	7%	3%	9%	-5%	**6%**
35-54	6%	5%	6%	-6%	**6%**
55 and older	7%	<1%	5%	<1%	**4%**

<u>Increases driven by:</u>

- Primarily cost of service (all ages):
  - Most notably for infants <1 and adults 55+
- Small increases to utilization (18+)

Nevada Medicaid Cost Driver Analysis: By Gender

- Male and female enrollees have similar PMPM spend.
- Men utilize their Medicaid benefits less frequently than their female counterparts, however, have slightly higher average YOY growth.



YOY % Change in PMPM by Gender	2017	2018	2019	2020	Avg. YOY Trend
Female	6%	1%	9%	-7%	**5%**
Male	6%	2%	10%	-4%	**6%**

Increases driven by:

- Primarily cost of service
  - both genders, 6% YOY
- Small increases to utilization
  - both genders, 1% YOY

Nevada Medicaid Cost Driver Analysis: Findings

What is driving up PMPM healthcare costs in Nevada Medicaid?

By Plan Type

FFS (+6% YOY)		MCO (+9% YOY)	
ABD	+5% Spend per Utilizer	+8% Spend per Utilizer	+6% Utilization

By Service Categories

Professional (+4%)		Inpatient Hospital (+4%)		Outpatient Hospital (+6%)		Long-Term Care (+8%)		Pharmacy (+16%)	
+6% Spend per Visit	+<1% Utilization	+4% Spend per Visit	+1% Utilization	+5% Spend per Visit	+3% Utilization	+2% Spend per Visit	+3% Utilization	+14% Spend per Visit	+2% Utilization

Nevada Medicaid Cost Driver Analysis: Findings

What is driving up PMPM healthcare costs in Nevada Medicaid?

By Geography

North (+8% YOY)	South (+7% YOY)		Rural (+5% YOY)
+13% Spend per Utilizer	+10% Spend per Utilizer	+3% Utilization	+12% Spend per Utilizer

By Demographics

Infants <1 (+8%)	1-17 (+5%)	18-54 (+6%)		55+ (+4%)		Male (+6%)		Female (+5%)	
+8% Spend per Visit	+6% Spend per Visit	+5% Spend per Visit	+1% Utilization	+7% Spend per Visit	+2% Utilization	+6% Spend per Visit	+1% Utilization	+6% Spend per Visit	+1% Utilization

Nevada Medicaid Cost Driver Analysis: Findings and Future Considerations

Recurring themes:

- Cost per Utilizer/Unit Cost is driving YOY cost growth across all segments of the population.
- Sometimes increases in utilization are also present, driven by increases in enrollment

Future Considerations:

- As utilization returns to normal, we will likely see these compound into higher annual cost growth trends
- As the public health emergency unwinds and we return to traditional redetermination cycles, membership is expected to decline.
    - Could also result in higher annual cost growth trends

- Future reports are needed to better understand:
    - Health conditions
    - Case mix

Discussion and Questions

Kyra Morgan, State Biostatistician
kmorgan@health.nv.gov

DHHS Office of Analytics
data@dhhs.nv.gov

Acronyms

- ABD – Aged, Blind, and Disabled
- FFS – Fee-for-Service
- MCO – Managed Care Organizations
- PMPM - Per Member Per Month
- YOY – Year over Year

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Education – Human Trafficking and Interventions at UMC**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an informational presentation from Jayme Ching, Nurse Practitioner, regarding Human Trafficking and Interventions at UMC; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an informational presentation from Jayme Ching, NP regarding UMC's response and intervention to Human Trafficking.

Cleared for Agenda
May 25, 2022

Agenda Item #
14

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Governing Board 2022 Action Plan – ReVITALize Façade Project**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board review and discuss the Governing Board 2022 Action Plan, to include a presentation regarding the ReVITALize Façade Project at UMC; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will have a presentation and discussion regarding the UMC ReVITALize Façade project.

Cleared for Agenda
May 25, 2022

Agenda Item #
15

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Award RFP No. 2022-02 ReVITALize UMC Façade Project to Martin-Harris Construction, LLC**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board award RFP No. 2022-02 ReVITALize UMC Façade Project to Martin-Harris Construction, LLC for preconstruction services as the Construction Manager at Risk; authorize the Chief Executive Officer to sign the Standard Form of Agreement Between Owner and Construction Manager as Constructor and the General Conditions of the Contract for Construction; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000999901 Funded Pgm/Grant: N/A
Description: ReVITALize UMC Façade Project (Preconstruction Services)
Bid/RFP/CBE: RFP 2022-02
Term: Three (3) months from Date of Award
Amount: $30,426 per month or NTE $91,278 for three (3) months
Out Clause: 7 days w/o cause prior to execution of the Guaranteed Maximum Price Amendment

BACKGROUND:

On January 7, 2022, a notice of interest was sent out in NGEM allowing companies to express their interest for preconstruction services including cost estimating, constructability, value engineering, and preliminary scheduling as the construction manager at-risk ("CMAR") for RFP No. 2022-02, ReVITALize UMC Façade Project ("Project"). The RFP was also published in the Las Vegas Review Journal on January 9, 2022. On March 10, 2022, proposals were received from:

Martin-Harris Construction, LLC
Sletten Construction Company

An ad hoc committee (comprised of UMC Administration, Plant Operations, Finance, Construction Consultants and an Architect) reviewed the proposals independently and anonymously. Also, pursuant to NRS 338.1693.4, both respondents were invited for oral presentations on April 19, 2022, and each submitted their proposed compensation for preconstruction services and CMAR percentage fee for construction services. The committee recommends the selection of, and CMAR contract approval with, Martin-Harris Construction

Cleared for Agenda
May 25, 2022

Agenda Item #
16

("MHC") to provide the Project's preconstruction services to assist UMC in completing the design for the Project and establishing a Guaranteed Maximum Price for construction. The CMAR process enables UMC to minimize overall Project risk, improve the Project delivery schedule and apply potential innovation to meet the Project goals.

Pursuant to NRS 338.169, a public body may construct a public work by:

(a) Selecting a construction manager at risk pursuant to the provisions of NRS 338.1691 to 338.1696, inclusive; and
(b) Entering into separate contracts with a construction manager at risk:
    (1) For preconstruction services, including, without limitation:
        (I) Assisting the public body in determining whether scheduling or constructability problems exist that would delay the construction of the public work;
        (II) Estimating the cost of the labor and material for the public work; and
        (III) Assisting the public body in determining whether the public work can be constructed within the public body's budget; and
    (2) To construct the public work.

The Project involves renovating the exterior façade of all UMC campus buildings, exterior lighting and signage, hardscape improvements and landscaping improvements. Staff requests authorization for the Chief Executive Officer to (1) execute the Standard Form of Agreement Between Owner and Construction Manager as Constructor and the General Conditions of the Contract for Construction (collectively called the "Agreement" for preconstruction services); and (2) enter into negotiations with MHC for the construction services phase. The Term of the Agreement for preconstruction services is three (3) months from date of award at a total NTE cost of $91,278. Upon completion of this work, UMC staff may return to the Board at a later date for permission to award a contract for construction services.

UMC's Academic and External Affairs Administrator has reviewed and recommends award of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

MHC currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their May 18, 2022 meeting and recommended for award by the Governing Board.

AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 25th day of May in the year 2022
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes
1800 W. Charleston Blvd.
Las Vegas, NV 89102

and the Construction Manager:
(Name, legal status, address, and other information)

Martin-Harris Construction, LLC
3030 S. Highland Dr.
Las Vegas, NV 89109
Attn: Mike Walsh

for the following Project:
(Name, location, and detailed description)

ReVITALize UMC Façade Project (RFP No. 2022-02)
1800 W. Charleston Blvd.
Las Vegas, NV 89102

The Architect:
(Name, legal status, address, and other information)

Friedmutter Group
4022 Dean Martin Dr.
Las Vegas, NV 89103
Attn: Bob Carino

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT B INSURANCE AND BONDS
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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Project consists of exterior façade renovation involving UMC campus buildings, exterior lighting and signage, hardscape improvements and landscaping improvements.

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§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

$50 million

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Complete

.2 Construction commencement date:

October 2022

.3 Substantial Completion date or dates:

October 2025

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

TBD by Construction Manager and Owner's Representative

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 Intentionally omitted.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Grand Canyon Development Partners (GCDP)
6841 S. Eastern Ave., Suite 103
Las Vegas, NV 89119
Attn: Sam Nicholson

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Friedmutter Group

§ 1.1.10 The Owner shall retain the following consultants and contractors:

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(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD, if needed

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Specialty Consultants as needed

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Friedmutter Group
4022 Dean Martin Dr.
Las Vegas, NV 89103
Attn: Bob Carino, (702) 736.7477, bcarino@fglv.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Martin-Harris Construction, LLC
3030 S. Highland Dr.
Las Vegas, NV 89109
Attn: Mike Walsh, (702) 602-5901, mike.walsh@martinharris.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Please refer to RFP No. 2022-02 Document.

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Subcontractor procurement must follow NRS 338.

§ 1.1.15 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

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ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

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§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Owner and Owner's Representative to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Owner's Representative on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Owner's Representative, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Owner regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 Intentionally omitted.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Owner's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Owner's Representative, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Owner's review and approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner and Construction Manager an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Owner's approval. The Construction Manager shall inform the Owner in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner regarding equipment, materials, services, and temporary Project facilities.

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§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Owner's review and acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

N/A

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

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.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner to review the Guaranteed Maximum Price proposal. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

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§ 3.3.2.3 Monthly Report
The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Owner's Representative, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs
The Construction Manager shall keep, and make available to the Owner and Owner's Representative, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control
The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Owner's Representative, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager. The Owner, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials,

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seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

$30,426.00 per month for up to three (3) months for Preconstruction Services.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Not applicable

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within three (3) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

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§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after approval of the invoice shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

0 %

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

5.49% - Construction Manager's % fee based on total cost for the Construction Services.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

5.49%

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

15%

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

1. $0 per calendar day for days 1 through 7;
2. $500 per calendar day for days 8 through 14;
3. $1,000 per calendar day for days 15 through 21;
4. $2,000 per calendar day for days 22 and thereafter

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 Intentionally omitted.

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§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner. Refer to Exhibit C, Rate Sheet for Labor and Equipment.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

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§ 7.3 Subcontract Costs
Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item plus cost of mobilizing, fueling, maintenance, insurance and demobilization as mutually agreed to by the parties.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs
§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents billed at the following rates: Construction Manager will insert insurance and bond rates.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

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§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall

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be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on

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the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. The following values shall be subject to audit for the sole purpose of confirming that they were billed in compliance with the Contract Documents: labor rates, equipment rates, insurance rates, lump sum change orders and lump sum subcontracts. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Construction Manager in excess of two percent (2%) of the stipulated values, in addition to making adjustments for the overcharges, the reasonable actual cost of Owner's audit must be reimbursed by Construction Manager within five (5) business days of receipt of an invoice.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Owner's Representative by the Construction Manager, and Certificates for Payment issued by the Owner's Representative, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Net 30 upon receipt of a correct invoice.

§ 11.1.3 Provided that an Application for Payment is received by the Owner's Representative not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the last day of the following month, and in no event earlier than thirty (30) days after approval of the prior month's Application for Payment. If an Application for Payment is received by the Owner's Representative after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Owner's Representative receives and approves the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

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§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Owner's Representative.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5 percent (5 %)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General Conditions, Fee and Insurance

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

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(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

To be mutually determined by Owner and Construction Manager.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Owner's Representative shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Owner's Representative has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Owner's Representative has made exhaustive or continuous on-site inspections; or (3) that the Owner's Representative has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Owner's Representative in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Owner's Representative.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Owner's Representative will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Owner's Representative's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Owner's Representative is not responsible for verifying the accuracy of the Construction Manager's final accounting.

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§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Owner's Representative's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Owner's Representative's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Owner's Representative's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

0 %

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Owner's Representative will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Article 15 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

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[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement.

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§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment
§ 13.2.1 Termination
The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

$0.00

§ 13.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS
§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns
§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

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§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, and Two Million Dollars ($2,000,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services. The policy limits shall be mutually agreed upon by the Owner and Construction Manager prior to the commencement of any Work.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Builders Risk / Course of Construction	Unless otherwise provided in the Contract Documents, the Construction Manager 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 the Owner, Construction Manager, Subcontractors, and Subcontractors of any tier. Coverage shall be written on forms to include Fire, Extended Coverage, and Special Form including theft. Construction Manager is responsible for the deductible for any claim made against the policy.

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

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§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Intentionally omitted.

§ 14.5 Other provisions:

N/A

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A133™, Exhibit C, Rate Sheet for Labor and Equipment

.5 AIA Document A201™–2017, General Conditions of the Contract for Construction

.6 Intentionally omitted.

(Paragraph deleted)

.7 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

N/A

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Martin-Harris' RFP No. 2022-02 proposal response		March 10, 2022	

.8 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

RFP No. 2022-02 Document

This Agreement is entered into as of the day and year first written above.

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OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Mason Van Houweling, CEO	Frank "Guy" Martin, President
(Printed name and title)	*(Printed name and title)*

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AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 25th day of May in the year 2022 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

ReVITALize UMC Façade Project (RFP No. 2022-02)
1800 W. Charleston Blvd.
Las Vegas, NV 89102

THE OWNER:
(Name, legal status, and address)

University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes
1800 W. Charleston Blvd.
Las Vegas, NV 89102

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Martin-Harris Construction, LLC
3030 S. Highland Dr.
Las Vegas, NV 89109
Attn: Mike Walsh

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ($), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

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Item	Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Mason Van Houweling, CEO	
(Printed name and title)	*(Printed name and title)*

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AIA® Document A133™ – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 25th day of May in the year 2022
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

ReVITALize UMC Façade Project (RFP No. 2022-02)
1800 W. Charleston Blvd.
Las Vegas, NV 89102

THE OWNER:
(Name, legal status, and address)

University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes
1800 W. Charleston Blvd.
Las Vegas, NV 89102

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Martin-Harris Construction, LLC
3030 S. Highland Dr.
Las Vegas, NV 89109
Attn: Mike Walsh

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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§ B.2.2 Liability Insurance

The Owner is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Owner are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Owner is self-insured as allowed by Chapter 41 of the Nevada Revised Statutes. Upon request, Owner will provide a Certificate of Coverage prepared by its Risk Management Department certifying such self-coverage.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner may purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

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§ B.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance,** to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ B.2.4.2 Ordinance or Law Insurance,** for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ B.2.4.3 Expediting Cost Insurance,** for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ B.2.4.4 Extra Expense Insurance,** to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ B.2.4.5 Civil Authority Insurance,** for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ B.2.4.6 Ingress/Egress Insurance,** for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ B.2.4.7 Soft Costs Insurance,** to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

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§ B.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
§ B.3.1 General
§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner as additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage
§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.2.2 Commercial General Liability
§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($ 1,000,000.00) each occurrence, Two Million Dollars ($ 2,000,000.00) general

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aggregate, and One Million Dollars ($ 1,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000.00) each accident, One Million Dollars ($ 1,000,000.00) each employee, and Two Million Dollars ($ 2,000,000.00) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Five Million ($ 5,000,000.00) per claim and Five Million ($ 5,000,000.00) in the aggregate.

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§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than Five Million ($ 5,000,000.00) per claim and Five Million ($ 5,000,000.00) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Five Million ($ 5,000,000.00) per claim and Five Million ($ 5,000,000.00) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than One Million ($ 1,000,000.00) per claim and One Million ($ 1,000,000.00) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.
(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Construction Manager shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance

(Paragraphs deleted)

upon prior written notice to Owner and Owner's Representative, whereupon any party in interest may object in writing within five (5) business days after such notice to the Construction Manager's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Construction Manager as the method of binding dispute resolution in the Contract Documents.

[ ] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[X] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

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[X] § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[ ] § B.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Builders Risk / Course of Construction	Unless otherwise provided in the Contract Documents, the Construction Manager 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 the Owner, Construction Manager, Subcontractors, and Subcontractors of any tier. Coverage shall be written on forms to include Fire, Extended Coverage, and Special Form including theft. Construction Manager is responsible for the deductible for any claim made against the policy. If the insurance required by B.3.3.2 is subject to deductibles or self-insured retentions, Construction Manager's obligation for the cost of the deductible is limited to only claims where the Construction Manager is at fault and to an amount of $25,000 per occurrence. All other loss within deductible amounts will be charged back to Owner as a Cost of Work. Construction Manager shall have no obligation to pay for or fund any deductible for claims arising from natural catastrophe events including but not limited to earth movement, flood, or windstorm; deductibles for such events are to be borne solely by Owner regardless of contributing fault.

§ B.3.4 Performance Bond, Guaranty Bond and Payment Bond
The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	100% of the Contract Sum
Performance Bond	100% of the Contract Sum
Guaranty Bond	100% of the Contract Sum

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

(Paragraph deleted)
(Table deleted)
(Paragraphs deleted)

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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1. All bonds specified shall indicate the State of Nevada Insurance Division license number, the surety company name, address, telephone number, and include the appointed agent of record who issued the bond. Surety Bonds issued by an individual are not acceptable to Owner
2. On insurance policies where the Owner is included as an additional insured, Owner shall be an additional insured to the full limits of liability purchased by Construction Manager even if those limits of liability are in excess of those required by this Agreement.
3. Worker's Compensation and Employers' Liability policies shall contain a waiver of subrogation against Owner.
4. If Construction Manager fails to maintain any of the insurance coverage required herein, then Owner will have the option to declare Construction Manager 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. Construction Manager is responsible for any expenses paid by Owner to maintain such insurance and Owner may collect the same from Construction Manager or deduct the amount paid from any sums due Construction Manager under the contract.
5. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Contract. Owner in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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Exhibit C - Rate Sheet for Labor and Equipment

MARTIN HARRIS CONSTRUCTION

2022 Standard Wage Table (NV)	Total Hourly Standard Time	OT Total Hourly (Field Only)	DT Total Hourly (Field Only)
Operations			
Project Administrator	$ 57.66	NA	NA
Project Engineer	$ 66.54	NA	NA
Assistant Project Manager	$ 98.30	NA	NA
Project Manager	$ 101.03	NA	NA
Senior Project Manager	$ 123.21	NA	NA
Project Executive	$ 155.23	NA	NA
Senior Project Executive	$ 172.98	NA	NA
VP Operations	$ 187.18	NA	NA
VP Field Operations	$ 194.27	NA	NA
Assistant Superintendent	$ 76.09	NA	NA
Superintendent I	$ 90.29	NA	NA
Superintendent II	$ 104.49	NA	NA
Superintendent III	$ 115.14	NA	NA
General Superintendent	$ 130.38	NA	NA
Scheduler (In-House)	$ 93.23	NA	NA
Quality Control Manager	$ 116.11	NA	NA
Quality Control Specialist	$ 80.81	NA	NA
Safety Director	$ 112.57	NA	NA
Safety Officer	$ 89.61	NA	NA
IT Director	$ 113.98	NA	NA
IT Specialist	$ 72.75	NA	NA

Note: Labor rates increase 4% per calendar year.

Exhibit C - Rate Sheet for Labor and Equipment

2022 MHC Equipment Rental Rates - Revised 11/04/21

Equip. Description	Day Rate	Week Rate	Month Rate
Air Compressor, Large	$110.00	$440.00	$1,320.00
Air Compressor, Small	$55.00	$200.00	$600.00
Backhoe with Bucket	$235.00	$750.00	$2,100.00
Banding Machine	$12.00	$48.00	$144.00
Bracket, 3 hole (approx 200 each per barrel)	n/a	n/a	$0.75
Concrete Krail 10'	$3.50	$21.70	$86.80
Concrete Krail 12'	$5.60	$29.40	$108.50
Connex 20ft	$14.00	$40.00	$120.00
Connex 40ft	$19.00	$57.00	$170.00
Cowbell	n/a	n/a	$0.45
Curb Stake & Guides	n/a	n/a	$1.00
Delineator/Cone w/base	$3.00	$8.50	$25.00
Fan, Large, Round	$25.00	$75.00	$225.00
Generator, Large (45-75 kva)	$120.00	$480.00	$1,420.00
Generator, Small, 4-6kw	$55.00	$220.00	$660.00
Generator, XL (75-up)	$120.00	$480.00	$1,440.00
Jackhammer 90lb	$25.00	$75.00	$225.00
Laser,Theodolite	$30.00	$120.00	$350.00
Level, Auto Level	$25.00	$70.00	$200.00
Light Stand, Yellow, 2 Lights	$26.00	$102.00	$240.00
Light Tower, 4 Lights	$72.00	$260.00	$650.00
Lighting, Hang-A-Light Temp *(OTCR)*	n/a	n/a	$25.00
Mule/Golf Cart/UHV/Utility Vehicle - 2 Seat	$44.00	$130.00	$390.00
Mule/Golf Cart/UHV/Utility Vehicle - 4 Seat	$58.00	$175.00	$515.00
Pallet Jack *(OTCR)*	n/a	n/a	$50.00
Pressure Washer	$80.00	$306.00	$765.00
Quickie Saw	$70.00	$209.00	$625.00
Reachfork 10k, Extreme	$325.00	$1,300.00	$3,200.00
Reachfork 10k, Skytrack	$350.00	$1,295.00	$3,050.00
Reachfork 12k, Extreme	$450.00	$1,350.00	$3,700.00
Reachfork Bucket	$50.00	$125.00	$325.00
Skidsteer / CAT 289D	$250.00	$785.00	$2,400.00
Skidsteer, Laser Grader Attachment (only to be used with MHC CAT 289D	$33.33	$100.00	$300.00
Skip Loader	$195.00	$584.00	$1,750.00
Slab Grabber	$0.60	$1.75	$5.00
Soff Cut Saws	$200.00	$420.00	$1,250.00
Spider/Booster Box w/Cord	$20.00	$55.00	$160.00
Stomper/Small Plate	$77.00	$240.00	$720.00
Sweeper	$400.00	$1,600.00	$4,800.00
Theodolite	$30.00	$120.00	$350.00
Total Station	$80.00	$240.00	$850.00
Trash Buggy *(OTCR)*	n/a	n/a	$50.00
Trench Plate	$12.00	$35.00	$105.00
Truck, Jobsite Work	$100.00	$200.00	$400.00
Truck, Water 2,000 Gal	$256.00	$770.00	$2,300.00
Wall Pack Light *(OTCR)*	n/a	n/a	$50.00
Water Barriers	$10.00	$29.20	$88.20
Water Tower	$178.00	$533.00	$1,600.00
Water Wagon	$73.00	$217.00	$650.00

Misc Fees	Per Trip Charges
CDL/Truck Delivery Fee	$125.00
Lift/Truck/Trailer Delivery Fee	$130.00
Sign Installation Fee	$100.00
Special Delivery Fee (Office Runner)	$25.00
Trailer/Truck Delivery Fee	$100.00
Truck Only Delivery Fee	$50.00

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

ReVITALize UMC Façade Project (RFP No. 2022-02)
1800 W. Charleston Blvd.
Las Vegas, NV 89102

THE OWNER:
(Name, legal status and address)

University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes
1800 W. Charleston Blvd.
Las Vegas, NV 89102

THE ARCHITECT:
(Name, legal status and address)

Friedmutter Group
4022 Dean Martin Dr.
Las Vegas, NV 89103
Attn: Bob Carino

THE OWNER'S DESIGNATED REPRESENTATIVE:
(Name, address and other information)

Grand Canyon Development Partners (GCDP)
6841 S. Eastern Ave.
Suite 103
Las Vegas, NV 89119
Attn: Sam Nicholson

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

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§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Construction Manager (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order signed by both parties, (3) a Construction Change Directive issued by the Owner, or (4) a written order for a minor change in the Work issued by Owner's Representative. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Construction Manager's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. The Construction Manager acknowledges and warrants that it has closely examined all of the Contract Documents.

The following statement only applies to the GMP Amendment and is not applicable to the preconstruction phase: The Construction Manager acknowledges and warrants that it has closely examined all of the Contract Documents that they are suitable and sufficient to enable the Construction Manager to complete the Work in a timely manner for the Contract Sum, subject to the Construction Manager's rights to a change order as provided in the Contract of the GMP Clarifications and Assumptions.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Construction Manager and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Construction Manager. The Architect and Owner's Representative shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Construction Manager's duties to the Owner

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Construction Manager to fulfill the Construction Manager's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part or a part of the work of improvement, and which may include construction or other work by the Owner and/or by separate Construction Managers for whom Construction Manager has no responsibility.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

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§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Construction Manager and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Knowledge

The term "knowledge," "recognize," and "discover," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Construction Manager, shall be interpreted to mean that which the Construction Manager knows (or know), recognizes (or recognize) and discovers (or discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a Construction Manager familiar with the Project and exercising the care, skill and diligence required of the Construction Manager by the Contract Documents.

§ 1.1.10 Reasonably Inferable

Reasonably inferable means that if an item or system is either shown or specified, all material and equipment which Construction Manager could reasonably anticipate based on its skill and knowledge using an objective, industry standard, rather than a subjective standard shall be provided.

§ 1.1.11 Applicable Law

State, federal and local laws, codes, statutes, ordinances, building codes, rules, regulations, building inspection assessments and recommendations, fire marshal approvals, lawful orders of public authorities and life safety codes relating to the Work as may be amended from time to time, including, but not limited to, the standards for residential construction set forth in the statutes of the State in which the Project is located, and the Americans with Disabilities Act ("ADA") and all other federal, State and local access laws and codes.

§ 1.1.12 Punch-List

The list of Work remaining to be completed after Construction Manager achieves Substantial Completion of the Work and is limited to minor incidental items of Work necessary to correct imperfections, which have no effect on the readiness for occupancy, safety, function or operability of the Work and may be completed within thirty (30) days of Substantial Completion.

§ 1.1.13 Standard of Care

The Construction Manager shall perform and complete its obligations under this Contract and in accordance with the Contract Documents through the exercise of the care, diligence and skill expected of a Construction Manager (i) that is experienced and skilled in the construction of projects of a similar nature, quality, complexity, size, nature, site, and location comparable to the Project, and (ii) that is familiar with (a) the visual conditions of the site upon which the Project is to be constructed and (b) local conditions under which the Work is to be performed (such care, diligence, and skill is the "Standard of Care").

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Construction Manager. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Construction Manager shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Construction Manager in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.3.1 Whenever a product is specified or shown by descriptions of items, model numbers, catalog numbers, manufacturer, trade names or similar reference, such reference is intended to establish a standard of quality. The Construction Manager may furnish a product from alternative manufacturers if (i) it is pre-approved by the Owner, Architect, or Construction Manager in writing, or (ii) it meets or exceeds the standard of quality of the product specified. Where two or more products are shown or specified, the Construction Manager has the option to use either of those shown or specified, or a product from an alternative manufacturer in accordance with this Section. If a specified product is commercially unavailable, the Owner shall accept reasonably equivalent substitutions as long as the substitution form is submitted prior to ordering.

§ 1.4 Interpretation

In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Construction Manager, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Construction Manager, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Construction Manager, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.5.3 Notwithstanding anything to the contrary set forth herein, the parties agree that, in the event the Construction Manager creates or modifies any Instruments of Service, such Instruments of Services as so modified, shall be the exclusive property of the Owner. The Construction Manager hereby irrevocably assigns to Owner, in perpetuity and on a worldwide basis, all rights of any nature whatsoever with respect to such Instruments of Service. Owner shall have the right, without payment of any additional sum to Construction Manager or any other party, to use the Instruments of Service for the Project (including any modifications thereto).

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission as set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

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§ 1.7 Digital Data Use and Transmission

The parties shall transmit instruments of service and other information in electronic formats. The receiving party shall be entitled to rely on the accuracy of the information transmitted.

§ 1.8 Building Information Models Use and Reliance

If building information modeling is to be used on the Project, the parties shall set forth procedures governing the use of and reliance on the building information model.

1.9 Order of Precedence

§ 1.9.1 In case of conflicts between the Drawings and Specifications, the Specifications shall govern. In any case of omissions or errors in figures, Drawings or Specifications, the Construction Manager shall, within a reasonable period of time, submit the matter to the Owner for clarification. The Owner's clarifications are final and binding on all Parties, subject to an equitable adjustment in Contract Time and/or Price pursuant to Articles 7 and 8 or dispute resolution in accordance with Article 15.

§ 1.9.2 Where figures are given, they shall be preferred to scaled dimensions.

§ 1.9.3 Any terms that have well-known technical, industry or trade meanings, unless otherwise specifically defined in the Contract Documents, shall be interpreted in accordance with their well-known technical, industry or trade meanings.

§ 1.9.4 In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the following order: (i) Change Orders and written modifications to the Agreement; (ii) the Agreement; (iii) these General Conditions; (iv) drawings (large scale governing over small scale), specifications and addenda issued prior to the execution of this Agreement; (v) approved submittals; (vi) information furnished by the Owner; (vii) other documents listed in the Agreement. Among categories of documents having the same order of precedence, the term or provision that includes the most recent date shall control.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Representative"). Except as otherwise provided in Section 4.2.1, the Architect or Construction Manger does not have such authority. The term "Owner" means the Owner or the Owner's Representative. The Owner's Representative may also be the Initial Decision Maker.

§ 2.1.2 The Owner shall furnish to the Construction Manager, within fifteen days after receipt of a written request, information necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Construction Manager, the Owner shall furnish to the Construction Manager reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Construction Manager shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 The Owner shall be required to furnish the Construction Manager evidence that it has made financial arrangements to fulfill the Owner's obligations under the contract. Failure to provide such information shall constitute a basis for the Construction Manager to suspend further work on the Project until such information is provided.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager.

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§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Construction Manager shall keep the information confidential and shall not disclose it to any other person. However, the Construction Manager may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Construction Manager may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 The Owner shall secure and pay for necessary, permits, governmental fees, licenses, inspections, approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Construction Manager shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Construction Manager one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Construction Manager fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Construction Manager to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Construction Manager or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Construction Manager fails to comply with the requirements of the Contract Documents and fails within a five (5) business day period after receipt of written notice from the Owner to commence and continue to correct the default complained of with diligence and promptness, the Owner may at its sole discretion, after such five (5) day period give the Construction Manager a second five (5) business day notice to correct such deficiencies. If the Construction Manager within such five (5) business day period after receipt of the either notice fails to commence and continue to correct any such deficiencies, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Construction Manager the reasonable costs of correcting such deficiencies. If payments then or thereafter due the Construction Manager are not sufficient to cover such amounts, the Construction Manager shall pay the difference to the Owner immediately.

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ARTICLE 3 CONSTRUCTION MANAGER

§ 3.1 General

§ 3.1.1 The Construction Manager is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Construction Manager shall be lawfully licensed to perform the particular work pursuant to the provisions of the Nevada Revised Statutes Chapter 624, and possess a Nevada Contractor's License number. The Construction Manager shall designate in writing a representative who shall have express authority to bind the Construction Manager with respect to all matters under this Contract. The term "Construction Manager" means the Construction Manager or the Construction Manager's authorized representative.

§ 3.1.2 The Construction Manager shall perform the Work in accordance with the Contract Documents and shall provide all services pursuant to this Contract in a manner consistent with the Standard of Care under Nevada law where applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Work.

§ 3.1.3 The Construction Manager shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Construction Manager.

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

§ 3.1.5 Construction Manager 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. Construction Manager 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 Construction Manager 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. Construction Manager shall notify Owner in writing of the name of their assign employee responsible for safety and health including a twenty-four (24) hour telephone number prior to commencement of work. Construction Manager 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.

§ 3.1.6 Construction Manager acknowledges that Owner has an obligation to ensure that public funds are not used to subsidize private discrimination. Construction Manager recognizes that if they 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 Construction Manager in breach of the Contract, terminate the Contract, and designate Construction Manager as non-responsible. The Construction Manager shall require the same rights regarding its subcontractors.

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

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

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§ 3.1.9 It shall be the duty of Construction Manager 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. Construction Manager will not produce a work product that violates or infringes on any copyright or patent rights. Construction Manager shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by Owner of any products or services furnished by Construction Manager shall not in any way relieve Construction Manager of responsibility for the professional quality and technical accuracy and adequacy of its work. Owner's review, approval, acceptance, or payment for any of Construction Manager'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 Construction Manager shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to Owner caused by Construction Manager's performance or failures to perform under this Contract.

§ 3.1.10 Construction Manager 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, Construction Manager will immediately replace him or her with a qualified person and inform Owner in writing.

§ 3.1.11 As built drawings and related specifications shall become and remain the property of Owner. Copies of the drawings and specifications retained by Owner may be utilized only for its use and for occupying and maintaining the project for which they were prepared, and not for construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Construction Manager 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.

§ 3.1.12 Construction Manager agrees that its officers, employees, Subcontractors and suppliers will cooperate with Owner in the performance of services under this Contract and will be available for consultation with Owner at such reasonable times with advance notice as to not conflict with their other responsibilities.

§ 3.1.13 Site Access will be restricted to badged Construction Manager's and Subcontractor employees ONLY. Owner will provide badges based upon a continually updated (daily) list to be provided to Owner weekly by the Construction Manager's representative.

§ 3.1.14 Infection Control Requirements

Construction Manager is to follow all Infection Control measures in the work areas; negative pressure, dust control, and constant housekeeping to prevent the spread of dust.

As a cost of the work, all Construction Manager and Subcontractor personnel working onsite on this project are required to adhere to Owner's Infection Control internal policy (provided upon request) and as outlined below:

1. 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.

2. Current seasons' Influenza vaccine is required for all Construction Manager/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).

§ 3.1.15 Construction Manager agrees to provide the information on the attached "Disclosure of Ownership/Principals" form prior to any contract award by the Governing Board and/or Board of County Commissioners.

§ 3.1.16 The rights and remedies of Owner provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

§ 3.2 Review of Contract Documents and Field Conditions by Construction Manager

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§ 3.2.1 Execution of the Contract by the Construction Manager is a representation that the Construction Manager has visited the site, become generally familiar with visible local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

The following statement only applies to the GMP Amendment and is not applicable to the preconstruction phase: Construction Manager has participated in design review during preconstruction services and has been compensated therefore, and in the course thereof has acquired specific information about the design and has considered and reasonably allowed for any known deficiencies or that should have been known by Construction Manager therein in the preparation of the Guaranteed Maximum Price. Notwithstanding the foregoing, nothing herein shall make the Construction Manager responsible for errors and omissions in the Contract Documents prepared by the Architect.

§ 3.2.1.2 The following statement only applies to the GMP Amendment and is not applicable to the preconstruction phase: Construction Manager acknowledges that it has reviewed the Contract Documents and participated in pre-construction meetings with Owner and Architect and reasonably believes that Construction Manager can perform the Work and, without warranting the adequacy or completeness of the design, that said performance will provide a complete and operable Project in accordance with the intent of the Contract Documents and this Agreement and the Exhibits attached hereto in accordance with the applicable laws, codes and regulations, without limitation.

If a change in the Work is requested for any reason that is not the direct result of a scope change requested by the Owner or an unknown or concealed conditions, Construction Manager shall have a duty of responsibility to Owner to propose a resolution to the Change that is consistent with applicable laws, codes and regulations, and which, using Construction Manager's best efforts, will be acceptable to Owner.

§ 3.2.2 Because the Contract Documents are complementary, the Construction Manager shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner and designated as a Contract Document pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Construction Manager and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Construction Manager shall promptly report to the Architect, Owner and Owner's Representative any errors, inconsistencies or omissions discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. It is recognized that the Construction Manager's review is made in the Construction Manager's capacity as a Construction Manager and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Construction Manager is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. Construction Manager has reviewed the Contract Documents as part of providing preconstruction services and has made the Owner Representative and Architect aware of any deficiencies actually defined by the Construction Manager as part of that review, has considered and has incorporated any additional costs arising therefrom in its Guaranteed Maximum Price.

§ 3.2.4 If the Construction Manager believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Construction Manager's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Construction Manager shall submit Claims as provided in Article 15. If the Construction Manager fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Construction Manager shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Construction Manager had performed such obligations. If the Construction Manager performs those obligations, the Construction Manager shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

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§ 3.3.1 The Construction Manager shall supervise and direct the Work, using the Construction Manager's best skill and attention. The Construction Manager shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Construction Manager shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Construction Manager determines that such means, methods, techniques, sequences or procedures may not be safe, the Construction Manager shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Construction Manager's proposed alternative, the Construction Manager shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Construction Manager shall be responsible to the Owner for acts and omissions of the Construction Manager's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Construction Manager or any of its Subcontractors.

§ 3.3.3 The Construction Manager shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Construction Manager shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.1.1 Unless otherwise provided in the Contract Documents, Construction Manager shall include in its General Conditions costs and provide all temporary structures and services reasonably necessary or appropriate to the construction process, including a Construction Manager's field office, toilets, other trailers or temporary buildings required for the use of workmen or the safe storage of tools or materials, temporary electric power only until the time permanent power is energized, temporary water, temporary parking facilities, temporary scaffolding, hoists, ladders, runways, and the like. The cost of erecting or installing all of such structures or services shall be included in Construction Manager's General Conditions costs, as shall the cost of their removal. Owner shall be responsible for all costs associated with the permanent utilities (power, water, gas, etc.) servicing the building, including the cost of commissioning power, water, and gas during the start-up and commissioning of the Project. Off-Site parking will be provided for the Construction Manager and Subcontractor(s). The parking is located at 625 Shadow Lane, 89102 (Clark County Health District Facility). The Construction Manager and Subcontractor(s) will not be allowed to park any vehicles on site, other than for temporary loading and unloading.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Construction Manager may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Construction Manager shall enforce strict discipline and good order among the Construction Manager's employees and other persons carrying out the Work. The Construction Manager shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Construction Manager has not included any impact or an increase to the cost of materials resulting from special taxes, tariffs or other similar sanctions. Material escalation outside of Construction Manager's control is the responsibility of the Owner. In the event escalation were to occur, Construction Manager will provide the Owner with complete documentation to substantiate any claim for material price increases. Costs associated with these sanctions, the inability to procure materials at the cost anticipated, or the need to change suppliers due to these sanctions being imposed, will entitle Construction Manager to an increase in the Price by Change Order. In addition, if the impact of these sanctions includes delays to the work, the Construction Manager will be entitled to a commensurate extension of

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time. The Parties further agree that Construction Manager has not included contingency or other pricing into the Contract Sum related to such uncertainty.

§ 3.5 Warranty

§ 3.5.1 The Construction Manager warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Construction Manager further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Construction Manager's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Construction Manager, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Construction Manager shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Construction Manager shall pay sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Such taxes have been included in the Guaranteed Maximum Price.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Except for the permits and approvals which are to be obtained by the Owner or requirements as provided in Article 2.3.1 of the General Conditions, Construction Manager shall secure and pay for all permits, approvals, government fees, licenses, and inspections necessary for the proper execution and performance of the Work. Construction Manager shall deliver to the Owner and Owner's Representative all original licenses, permits, and approvals obtained by the Construction Manager in connection with the Work prior to final payment or upon termination of the Contract, whichever is earlier.

§ 3.7.2 The Construction Manager shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Construction Manager performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Construction Manager shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Construction Manager encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Construction Manager shall promptly provide notice to the Owner, Owner's Representative, and/or Architect no later than five (5) days after first observance of the conditions. The Owner's Representative and/or Architect shall promptly investigate such conditions and, if Owner's Representative and/or Architect agree the condition(s) will cause an increase in the Construction Manager's cost of, or time required for, performance of any part of the Work, Construction Manager shall be entitled to an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner's Representative and/or Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Agreement is justified, the Construction Manager and/or Architect shall promptly notify the Owner and Construction Manager in writing, stating the reasons. If either Party disputes the Owner's Representative and/or Architect's determination or recommendation, that Party may proceed as provided in Article 15. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed.

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The following statement only applies to the GMP Amendment and is not applicable to the preconstruction phase: No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that that reasonably should have been disclosed by the Construction Manager's prior surface inspections or tests actually performed.

§ 3.7.5 If, in the course of the Work, the Construction Manager encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Construction Manager shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Construction Manager shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Construction Manager shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Construction Manager shall not be required to employ persons or entities to whom the Construction Manager has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Construction Manager of materials and equipment delivered at the site and all required taxes, less applicable trade discounts; and Construction Manager's costs for unloading and handling at the site, labor, installation costs; and

.2 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order immediately at the time in which the full cost of the work associated with the allowance or when the work in which the allowance has been established has been performed, whichever comes first. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Construction Manager's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Key Personnel

§ 3.9.1 The Construction Manager shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Superintendent shall represent the Construction Manager, and written communications given to the superintendent by the Owner's Representative shall be as binding as if given to the Construction Manager.

§ 3.9.2 The Construction Manager, as soon as practicable prior to award of the Contract GMP, shall furnish in writing to the Owner the name and qualifications of a proposed Construction Manager's project team. The Owner's Representative may reply within fourteen (14) days to the Construction Manager in writing stating whether the Owner has reasonable objection to the proposed management staffing to include but not limited to: Project Executive, Senior Project Manager, Project Manager, Superintendent, and Accounting etc. All staffing for the work performed for Owner shall be mutually agreed upon by the parties. Construction Manager shall not reassign any approved staff associated with the Project without the prior written permission of Owner. In the event that a member of the approved staff leaves Construction Manager's employ, Construction Manager agrees to provide replacement staff that has the requisite qualifications to accomplish the remainder of the assignment(s). Construction Manager shall be responsible for bearing the cost of such replacement, including the reasonable costs of training to bring such replacement current on all Project activities. Owner reserves the right to request the replacement of any ineffective or non-performing personnel at Construction Manager's sole expense. The Construction Manager must then provide a suitable replacement that will be subject to the Owner's approval.

§ 3.9.3 The Construction Manager shall not employ a proposed superintendent to whom the Owner or Owner's Representative has made reasonable and timely objection. The Construction Manager shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

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§ 3.9.4 The Superintendent approved for the Project must be able to read, write and verbally communicate in English. The Superintendent may not perform the Work of any trade, pick-up materials, or perform any Work not directly related to the supervision and coordination of the construction Work at the Project Site when Work is in progress.

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

§ 3.9.6 In accordance with NRS 338.013.3, Construction Manager shall report to the Labor Commissioner and Owner the name and address of each subcontractor performing work on the project within 10 days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.

§ 3.9.7 In accordance with NRS 338.060 and 338.070, Construction Manager shall forfeit as a penalty to Owner, amounts specified in NRS 338.060, for each calendar day or portion thereof that each worker employed on Owner's project is paid less than the designated rate for any work done under the contract by Construction Manager or any Subcontractor under it. If Construction Manager or any Subcontractor on the project fails to submit the certified payroll reports to Owner within **15 calendar days** after the end of the month, Construction Manager shall forfeit as a penalty to Owner, amounts specified in NRS 338.060, for each calendar day or portion thereof for each worker employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of Construction Manager's business to determine the amount per worker per day to be imposed. Any Construction Manager or Subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, the Construction Manager 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.

§ 3.9.8 In accordance with NRS 338.070 (5) (a) (b) and NRS 338.070 (6), Construction Manager and each Subcontractor shall keep or cause to be kept:

1. An accurate record showing for each worker employed by Construction Manager or Subcontractor;
   a) The name of the worker;
   b) The occupation of the worker;
   c) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
   d) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
   e) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
   f) The actual per diem, wages, and benefits paid to the worker.

2. An additional accurate record showing for each worker employed by Construction Manager or Subcontractor who has a driver's license or identification card;
   g) The name of the worker;
   h) The driver's license or identification card number of the worker; and
   i) The state or other jurisdiction that issued the license or card.

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§ 3.9.9 The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by Owner. Construction Manager, and all Subcontractors, shall ensure that a copy of each record for each calendar month, together with a cumulative summary of the percentage of workers that hold a valid driver's license or identification card issued by the State of Nevada, is received by Owner no later than 15 days after the end of the month. The copy of the record maintained pursuant to paragraph one (1) of this section must be open to public inspection, as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph two (2) of this section is **confidential and not open to public inspection.** Construction Manager, 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 Construction Manager and each Subcontractor shall be submitted to Owner at the following address:

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

§ 3.9.10 Construction Manager shall comply with the requirements of NRS 338.020 and post on the site of the public work in a place generally visible place to the workers, the Nevada Prevailing Wage Rates and all addenda.

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

§ 3.9.12 Each Construction Manager and every lower-tier subcontractor will be required to submit certified payrolls and other labor compliance documentation at the discretion of and in the manner specified by Owner. This requirement will be 'flowed down' to every lower-tier subcontractor and supplier/vendor required to provide labor compliance documentation.

§ 3.9.13 Construction Manager and each Subcontractor are required to submit a copy of the record for each calendar month to Owner no later than **15 calendar days** after the end of the month for the purposes of public inspection. Construction Manager 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 Construction Manager shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from Construction Manager by the public body because the Construction Manager failed to submit certified payroll reports within **15 calendar days** after the end of the month if the Subcontractor provided certified payroll reports to Construction Manager within **10 calendar days** after the end of the month or the date agreed upon by Construction Manager and Subcontractor. Construction Manager shall submit Owner's copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project, utilizing LCPtracker or Construction Manager shall submit paper copies if notified. Certified Payroll Reports will be available for public viewing. The Manager of Facility Maintenance may be contacted at (702) 383-2301 to view the reports. For Certified Payroll Submissions pertaining to this project please note contact information below:

Name: Tamera Hone
Email: tamera.hone@umcsn.com
Phone: 702-610-6197

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

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§ 3.9.15 The Construction Manager 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 and agree to provide within twenty-four (24) hours of a request by Owner, proof of current and valid cards for individuals planned or performing the supervision identified herein. Should any of these supervising employee's cards expire, that employee shall be replaced immediately with another qualified valid cardholder without any additional cost to Owner.

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

§ 3.9.17 Use of Apprentices. Construction Manager represents that it and its subcontractors will comply with SB 207 (2019), NRS 338.01165 in regards to the hiring of apprentices from a valid Apprenticeship Program (recognized by the State Apprenticeship Council) for the applicable type of public work (as defined in NRS 338.010). Construction Manager and/or Subcontractor engaged in a Vertical Construction who employs a worker pursuant to NRS 338.040 shall use one or more apprentices for at least 10 percent of total hours of labor in each apprenticed craft or type of work to be performed which more than three workers are employed on a public work.

§ 3.9.18 Construction Manager and/or Subcontractor engaged in a Horizontal Construction who employs a worker pursuant to NRS 338.040 shall use one or more apprentices for at least 3 percent of total hours of labor in each apprenticed craft or type of work to be performed which more than three workers are employed.

§ 3.9.19 A Request for Waiver (for cause) can be submitted if:

1. No Apprentices are available from an apprenticeship program with Clark County as recognized by the State Apprenticeship Council; or

2. A request for Apprentices was denied, or not acted upon with five (5) business days of submission; or

3. The project requires the performance of uniquely complex or hazardous work.

Any or all of these forms will be required for any additional subcontractors added during the course of construction

§ 3.9.20 Construction Manager 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 Construction Manager 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.

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

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

§ 3.9.23 Fair Employment Practices: In connection with the performance of work under this contract, Construction Manager 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. Construction Manager 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 Construction Manager shall constitute a material breach of this Contract.

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§ **3.9.24** Construction Manager 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 Construction Manager, this contract is void, and any failure or refusal to comply with any of the provisions of NRS 338.130 renders this contract void.

§ 3.10 Construction Manager's Construction and Submittal Schedules

§ **3.10.1** The Construction Manager, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Construction Manager's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity with the logic relationship between activities and critical paths and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. Construction Manager shall provide Owner with the project schedule in "native" format so Owner can review the logic and relationship between activities.

§ **3.10.2** The Construction Manager, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Construction Manager's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Construction Manager fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Construction Manager shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ **3.10.3** The Construction Manager shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ **3.10.4** The Construction Manager shall, at least once monthly, submit to the Owner an updated critical path Project Milestone Schedule (in both PDF and native format) and a progress report, in meeting minute format with attachments showing the progress of each major item of the Work. The progress report shall specify, among other things, (i) an estimated percentage of completion; (ii) the number of days each portion of the Project is ahead of or behind schedule, the reasons therefor and the new schedule; (iii) the number of Weather Days and man-days worked for each portion of the Project and each category of labor; (iv) the projected Work to be completed in the next succeeding month; (v) a listing and the status of all Change Orders, potential Change Orders, requests for information (RFIs), Modifications, bulletins and other relevant documents; and (vi) the revised estimated date of Substantial Completion for the Work; provided, however, any revisions in a completion date set forth in such report shall be for informational purposes only and shall not result in an extension of any scheduled date of Substantial Completion which dates may only be extended pursuant to an express provision of the Contract Documents that permits or requires such an extension. If any building or item of Work is shown to be behind schedule, the report must include the Construction Manager's explanation of the Work being behind schedule, and the Construction Manager's plan for corrective action to bring the Work back on schedule. To ensure such timely completion, the Construction Manager shall take all reasonably necessary action, including, without limitation, increasing the number of personnel and labor on the Project and implementing double shifts (provided, however, such action shall not entitle the Construction Manager to an adjustment in the Contract Sum, which amount may only be adjusted pursuant to an express provision of the Contract Documents that permits or requires such adjustment).

The Construction Manager shall timely prepare after the Contract is awarded a materials report which shall include a complete list of suppliers and fabricators, items to be purchased from the suppliers or fabricators, time required for fabrication and the scheduled delivery dates for each item to be purchased. As soon as available, the Construction Manager shall furnish copies of purchase orders to the Owner.

The Construction Manager shall hold weekly progress meetings at the Project site. Progress of the Work shall be reported in detail with reference to construction schedules. Each interested Subcontractor and its Sub-subcontractor shall have a competent representative present at such meetings to report the condition of its work and to receive

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information.

§ 3.11 Documents and Samples at the Site

The Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Construction Manager or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Construction Manager to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Construction Manager proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Construction Manager shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Construction Managers.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Construction Manager shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Construction Manager shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Construction Manager has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Construction Manager shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Construction Manager shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

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§ 3.12.10 The Construction Manager shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Construction Manager needs to provide such services in order to carry out the Construction Manager's responsibilities for construction means, methods, techniques, sequences, and procedures. The Construction Manager shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Construction Manager by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Construction Manager shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Construction Manager shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Construction Manager the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Construction Manager's design professional to certify that the Work has been performed in accordance with the design criteria, the Construction Manager shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Construction Manager shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Such compliance with these security requirements shall not relieve Construction Manager of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Construction Manager's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

§ 3.13.1 Construction Manager 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. Construction Manager shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, Owner's property, and the work site. Construction Manager 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. Construction Manager shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner in a timely manner.

§ 3.14 Cutting and Patching

§ 3.14.1 The Construction Manager shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Construction Manager shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Construction Managers by cutting, patching, or otherwise altering such construction, or by excavation. The Construction Manager shall not cut or otherwise alter construction by the Owner or a Separate Construction Manager except with written consent of the Owner and of the Separate Construction Manager. Consent shall not be unreasonably withheld. The Construction Manager shall not unreasonably withhold, from the Owner or a Separate Construction Manager, its consent to cutting or otherwise altering the Work.

§ 3.14.3 Unless otherwise specifically provided in the Contract, Construction Manager shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other

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structure, nor enter upon lands in their natural state until approved by Owner. Before Construction Manager begins such work, it shall give due notice to Owner of its intention to start such work. Construction Manager 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.

§ 3.14.4 Construction Manager shall not unreasonably interfere with the performance of Owner's 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 Construction Manager.

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

§ 3.14.6 If Owner furnished an operator for such equipment, such operator's services shall be performed under the complete direction and control of Construction Manager and shall be considered Construction Manager'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.

§ 3.14.7 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

§ 3.15 Cleaning Up

§ 3.15.1 The Construction Manager shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Construction Manager shall remove waste materials, rubbish, the Construction Manager's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Construction Manager fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Construction Manager.

§ 3.15.3 In addition to general clean up, Construction Manager's final cleaning of the Project shall include, but not be limited to, the following special cleaning and shall be done at the Completion of the Work, as well as any requirements contained in the Specifications:

.1 Remove putty stains from glazing, then wash and polish glazing.
.2 Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated Work.
.3 Remove temporary protection and clean and polish floors and waxed surfaces.
.4 Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint.
.5 Remove spots, soil, plaster and paint from tile work, and wash tile.
.6 Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, and polish metal surfaces.
.7 Vacuum-clean carpeted surfaces.
.8 Remove debris from roofs, downspouts and drainage system.

§ 3.16 Access to Work

Owner, Owner's Representative, their consultants, and other persons authorized by Owner will at all times have access to the Work wherever it is in preparation or progress. Construction Manager shall provide safe and proper facilities for such access for inspection.

§ 3.17 Royalties, Patents and Copyrights

The Construction Manager shall pay all royalties and license fees. The Construction Manager shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an

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infringement of a copyright or patent is discovered by, or made known to, the Construction Manager, the Construction Manager shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, but subject to the other terms and conditions of the Contract Documents, Construction Manager hereby agrees to defend, indemnify, and hold harmless Owner, Construction Manager, and each of their respective subsidiaries, affiliates, parent companies and their respective members, officers, directors, managers, employees, agents, shareholders, successors and assigns, heirs, administrators, and personal representatives (collectively, "Owner Indemnitees") for, from and against any and all claims, causes of action, arbitrations, liens, liabilities, obligations, losses, suits, actions, other proceedings, demands, fines, penalties, damages, costs and expenses (including, without limitation, reasonable attorney's and experts' fees and costs,), awards, civil or criminal penalties and charges, fines, or judgments, including, without limitation, reasonable attorneys' fees and costs (collectively, "Actions"), relating to or arising out of or incident to: a) any property damage or personal injuries, including but not limited to emotional or bodily injury or death; and b) any Actions including but not limited to those resulting directly or indirectly from: payment disputes, breach of contract, defaults, any intentional tortious misconduct or negligent act, omission or error of Construction Manager, or any Subcontractor, or vendor, or anyone directly or indirectly employed by any of the foregoing (collectively "Construction Manager Parties" and singularly, "Construction Manager Party"); provided that Construction Manager shall not be liable hereunder to the extent that the Action is caused by the negligence of the Owner Indemnitees or parties outside of the Construction Manager parties.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Construction Manager, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Construction Manager or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Owner's Representative will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Owner's Representative issues the final Certificate for Payment. The Owner's Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Owner's Representative and/or Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Owner's Representative and/or Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Owner's Representative and/or Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Construction Manager's rights and responsibilities under the Contract Documents.

§ 4.2.3 The Owner's Representative and/or Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract

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Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work. The Owner's Representative and/or Architect will not be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Owner's Representative and/or Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Construction Manager, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Construction Manager. Communications by and with Separate Construction Managers shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Owner's Representative evaluations of the Construction Manager's Applications for Payment, the Owner's Representative will review and certify the amounts due the Construction Manager and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Owner's Representative has authority to reject Work that does not conform to the Contract Documents. Whenever the Owner's Representative considers it necessary or advisable, the Owner's Representative will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Owner's Representative nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner's Representative to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Construction Manager as required by the Contract Documents. The Architect's review of the Construction Manager's submittals shall not relieve the Construction Manager of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Owner's Representative will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Owner's Representative will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Owner's Representative will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Construction Manager pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner agrees, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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§ 4.2.11 The Owner's Representative will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Owner's Representative will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Owner's Representative will endeavor to secure faithful performance by both Owner and Construction Manager, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Owner's Representative's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Owner's Representative will review and respond to requests for information about the Contract Documents. The Owner's Representative's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Construction Manager to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Construction or the subcontractors of a Separate Construction.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Construction Manager, as soon as practicable after award of the Contract, shall notify the Owner and Owner's Representative of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Construction Manager shall submit to the Owner's Representative an updated expanded list of Subcontractors, along with their respective addresses, telephone numbers, e-mail addresses and Subcontractor's license. Within 5 days of receipt of the information, the Owner's Representative may notify the Construction Manager whether the Owner or the Owner's Representative (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Owner's Representative to provide notice within the 5-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Construction Manager shall not contract with a proposed person or entity to whom the Owner or Owner's Representative has made reasonable and timely objection. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has made reasonable objection.

§ 5.2.3 If the Owner, or Owner's Representative has reasonable objection to a person or entity proposed by the Construction Manager, the Construction Manager shall propose another to whom the Owner or Owner's Representative has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Construction Manager has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Construction Manager shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner makes reasonable objection to such substitution.

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§ 5.2.5 The process and requirements for notification shall follow those prescribed in Section 2.3.2 of the AIA 133 to include the Letter of Authorization process.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Construction Manager shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Construction Manager by terms of the Contract Documents, and to assume toward the Construction Manager all the obligations and responsibilities, including Owner Policies and Procedures, compliance with Prevailing Wage law, SB207 Apprenticeship act, and the responsibility for safety of the Subcontractor's Work that the Construction Manager, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Construction Manager that the Construction Manager, by the Contract Documents, has against the Owner. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Construction Manager shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 Without limiting the foregoing, Construction Manager shall include provisions in each of its subcontracts by which:

.1 the Subcontractor agrees to make the Owner an intended third-party beneficiary of the subcontract. The Owner shall have the authority to enforce the Owner's rights under the Subcontract Documents directly against any Subcontractor, but this shall not create any third-party beneficiary, or other rights in any Subcontractor against the Owner;

.2 the Subcontractor agrees to defend and indemnify the Indemnified Parties to the same extent the Construction Manager is required to defend and indemnify the Indemnified Parties under the provisions of the Contract, including, without limitation, as provided in Section 3.18 herein;

.3 the Subcontractor agrees to dispute resolution procedures and requirements that are consistent with those set forth in this Contract;

.4 the Subcontractor agrees to an assignment of its subcontract to Owner, or to a successor Construction Manager or other entity designated by Owner, pursuant to the terms and conditions set forth in Article 5.4 herein.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Construction Manager to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Construction Manager; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Construction Manager's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Construction Manager or other entity. If the Owner assigns the subcontract to a successor Construction Manager or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Construction Manager's obligations under the subcontract.

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ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Construction Manager, who shall cooperate with them. The Construction Manager shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Construction Manager shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Construction Manager, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Construction Manager has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Construction Manager shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Construction Manager's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Construction Manager's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Construction Manager shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Construction Manager's Work. Failure of the Construction Manager to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Construction Manager's Work. The Construction Manager shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Construction Manager shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Construction Manager's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Construction Manager for costs the Construction Manager incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Construction Manager shall promptly remedy damage that the Construction Manager wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Construction Manager in Section 3.14.

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§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Construction Manager, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner and Construction Manager. A Construction Change Directive requires agreement by the Owner and may or may not be agreed to by the Construction Manager.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Construction Manager shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared and signed by the Owner and Construction Manager, stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Except as permitted in Section 7.3 and Section 9.7, a change in the Contract Sum or Contract Time shall be accomplished only by fully executed Change Order. Construction Manager shall not be entitled to payment for any extra work performed prior to, or without receipt of, a fully executed Change Order. No course of dealing, express or implied, estoppel, waiver or claim of unjust enrichment of quantum merit shall be the basis of any claim to an increase in the Contract Sum or Contract Time. Notwithstanding any other provision in the Contract Documents, the adjustment in the Contract Sum and Contract Time, if any, set forth in a Change Order shall constitute the entire compensation and adjustment for all direct and indirect costs and expenses due to the Construction Manager on account thereof for any change or extra work, including payment for all costs and all delays in connection with such change and including full payment for any expenses for inconvenience, disruption of schedule, and/or loss of efficiency or productivity of any nature whatsoever by Construction Manager and all subcontractors, suppliers, and materialmen of any tier.

§ 7.2.3 In connection with any Change Orders, upon the request of Owner, Construction Manager agrees to furnish sufficient documentation of actual costs such as subcontracts, purchase orders, subcontractor and supplier invoices or other Project costs

§ 7.2.4 Construction Manager must notify the Owner and the Owner's Representative in writing of any identified potential change in the Work that may affect either Contract Time or Contract Sum within 14 days of discovery of the change event that caused the potential change. If in the event that the Construction Manager does not notify the Owner and Owner's Representative of the potential change then the Construction Manager will be solely responsible for the cost and schedule impact as a result.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by Owner Representative and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Construction Manager does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Construction Manager shall keep and present, in such form as the Owner Representative may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Construction Manager or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Construction Manager disagrees with the adjustment in the Contract Time, the Construction Manager may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Construction Manager shall promptly proceed with the change in the Work involved and advise the Owner Representative of the Construction Manager's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Construction Manager indicates the Construction Manager's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Construction Manager to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner Representative. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Construction Manager may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner Representative a will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner Representative determines, in the Owner Representative's professional judgment, to be reasonably justified. The Owner Representative's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Construction Manager agree with a determination made by the Owner Representative concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments,

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such agreement shall be effective immediately and the Owner Representative will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Owner may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Owner's order for minor changes shall be in writing. If the Construction Manager believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Construction Manager shall notify the Owner Representative and shall not proceed to implement the change in the Work. If the Construction Manager performs the Work set forth in the Owner's order for a minor change without prior notice to the Owner Representative that such change will affect the Contract Sum or Contract Time, the Construction Manager waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Owner's Representative in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Construction Manager confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Construction Manager shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Construction Manager and Owner.

§ 8.2.3 The Construction Manager shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. If Owner/Owner's Representative determines and notifies Construction Manager that Construction Manager's progress is such that Construction Manager will not achieve Final Completion of the Work within the Contract Time, Construction Manager shall immediately and at no additional cost to Owner, take all measures necessary, including working such overtime, additional shifts, Sundays, or holidays as may be required to ensure that Construction Manager will achieve Final completion of the Work within the Contract Time. Upon receipt of such notice from Owner/Owner's representative, Construction Manager shall immediately notify Owner/Owner's Representative of all measures to be taken to ensure Final Completion of the Work within the Contract Time. Construction Manager shall reimburse Owner for any extra costs or expenses incurred by Owner as the result of such measures.

§ 8.3 Delays and Extensions of Time

(Paragraph deleted)

§ 8.3. If the Construction Manager is delayed at any time in the commencement or progress of the Work by (i) by an act or neglect of the Owner, Architect, or of an employee of either, or of a Separate Contractor employed by the Owner, (ii) changes ordered in the Work, (iii) labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Construction Manager's control, (iv) delay authorized or directed by the Owner, or (v) other reasonable causes that may justify a delay, then the Contract Time may be extended and reasonable cost reimbursed by Change Order for such reasonable time as both parties may agree in writing. Construction Manager will notify Owner in writing and within five (5) days of the commencement of any of the foregoing events that Construction Manager reasonably believes warrants an extension of the Contract Time. Construction Manager shall be entitled to reasonable compensation

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for direct costs associated with such extensions of time but shall not be entitled to any other compensation on account of hindrances or delays from any cause whatsoever.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

§ 8.3.4 Construction Manager agrees that timely completion of the Work is of the essence in this Agreement. If at any time (i) the Work has not progressed to the extent provided the Construction Schedule for reasons other than Excused Delay (reasons set forth in Section 8.3.1), and (ii) it is reasonably unlikely that Substantial Completion will be achieved by the Scheduled Substantial Completion Date, then the Owner shall have the right to order Construction Manager to take, at no cost to the Owner, corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment and facilities, (3) paying expediting charges of any Subcontractor or material supplier and (4) taking other similar measures to accelerate the Work (hereinafter referred to collectively as "Extraordinary Measures") until it is reasonably likely that Substantial Completion will be achieved by the Scheduled Substantial Completion Date. Construction Manager shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures properly required by the Owner hereunder.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Construction Manager for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Construction Manager, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Construction Manager shall submit a schedule of values to the Owner's Representative before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner's Representative. This schedule, unless objected to by the Owner's Representative, shall be used as a basis for reviewing the Construction Manager's Applications for Payment. Any changes to the schedule of values shall be submitted to the Owner's Representative and supported by such data to substantiate its accuracy as the Owner's Representative may require, and unless objected to by the Owner's Representative, shall be used as a basis for reviewing the Construction Manager's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 Applications for Payment shall be subject to the terms and conditions as specified in Article 7 of the executed AIA 133 Construction Agreement.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Construction Manager does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Construction Manager intends to pay.

§ 9.3.1.3 **Periodic Affidavits and Waivers of Liens.** With each Application for Payment, Construction Manager, for itself and each of its Subcontractors and suppliers of every tier, will submit affidavits and waivers of lien conditioned only upon receipt of payment from the Owner for the period covered by such application. Additionally, beginning with Construction Manager's second Application for Payment, for Construction Manager, for itself and each of its

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Subcontractors and suppliers of every tier, will submit an Unconditional Waiver and Release on Progress Payment fully and unconditionally waiving and otherwise releasing liens and claims of liens for all preceding Applications for Payments. It is agreed that all lien waivers shall be reasonably satisfactory to Owner and in a form that substantially complies with NRS 108 or other Applicable Laws waivers and releases of lien or payment bond claims. Should Construction Manager fail to provide such unconditional waivers of lien as required by this Section 9.3.1.3, Owner may withhold such amounts as it deems reasonably necessary to protect itself from liens or claims that may be asserted by Construction Manager's Construction Managers, subcontractors, material suppliers and consultants

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Construction Manager with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Construction Manager warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Construction Manager further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Construction Manager's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Construction Manager, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Owner's Representative will, within seven days after receipt of the Construction Manager's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Owner's Representative determines is properly due, and notify the Construction Manager and Owner of the Owner's Representative reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Owner's Representative reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Owner's Representative to the Owner, based on the Owner's Representative evaluation of the Work and the data in the Application for Payment, that, to the best of the Owner's Representative knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Owner's Representative. However, the issuance of a Certificate for Payment will not be a representation that the Owner's Representative has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment; or (4) made examination to ascertain how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner's Representative may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's Representative opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Owner's Representative is unable to certify payment in the amount of the Application, the Owner's Representative will notify the Construction Manager and Owner as provided in Section 9.4.1. If the Construction Manager and Owner's Representative cannot agree on a revised amount, the Owner's Representative will promptly issue a Certificate for Payment for the amount for which the Owner's Representative is able to make such representations to the Owner. The Owner's Representative may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such

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extent as may be necessary in the Owner's Representative opinion to protect the Owner from loss for which the Construction Manager is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Construction Manager;
.3 failure of the Construction Manager to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
.7 repeated failure to carry out the Work in accordance with the Contract Documents;
.8 amount of the work billed is not commensurate with the work performed and/or materials that have been procured; or
.9 any other reason as defined by this Agreement or by Law.
.10 stop payment notices;
.11 failure of Construction Manager to maintain and update as-built documents;
.12 performance of Work by Construction Manager without properly processed Shop Drawings
.13 failure to provide updated Reports of Subcontractor Information and Self-Certifications, as applicable
.14 failure to provide a Final Distribution of Contract Dollars with final Application for Payment

In addition to the foregoing, Owner, Construction Manager may deduct any amounts payable under this Agreement, arising from or related to any actual, pending, potential, or threatened actions, to the extent caused, directly or indirectly, in whole or in part by any negligent, reckless, or intentional act, error, or omission of Construction Manager, any of its Subcontractors or Vendors, or anyone directly or indirectly employed by any of them or for whose acts they may be responsible for under this Agreement in accordance with the Law.

§ 9.5.2 When either party disputes the Owner's Representative decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15. The Owner shall not withhold payment for any damage or claim that falls within the scope of potential coverage of a liability policy or a property policy required under this Agreement.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Owner's Representative withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Construction Manager and to any Subcontractor or supplier to whom the Construction Manager failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Construction Manager and shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner's Representative has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Construction Manager shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Construction Manager on account of the Subcontractor's portion of the Work. The Construction Manager shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Owner's Representative will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Construction Manager and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

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§ 9.6.4 The Owner has the right to request written evidence from the Construction Manager that the Construction Manager has properly paid Subcontractors and suppliers amounts paid by the Owner to the Construction Manager for subcontracted Work. If the Construction Manager fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Construction Manager's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Construction Manager provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Construction Manager for Work properly performed by Subcontractors or provided by suppliers shall be held by the Construction Manager for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Construction Manager for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Construction Manager, create any fiduciary liability or tort liability on the part of the Construction Manager for breach of trust, or entitle any person or entity to an award of punitive damages against the Construction Manager for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Construction Manager shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Construction Manager. If approved by the applicable court, when required, the Construction Manager may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Owner's Representative does not issue a Certificate for Payment (if applicable) through no fault of the Construction Manager, or if the Owner does not pay the Construction Manager within the date established in the Contract Documents the amount of the Application for Payment or certified by the Owner's Representative, then the Construction Manager may with written notice to the Owner and Owner's Representative or as otherwise required by NRS 624, stop the Work until payment of the amount owing has been received.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use and the necessary governmental agency or agencies have conducted the requisite inspections of the Work and determined that the Work has been performed in accordance with the Contract Documents and that the necessary approvals can be issued.

§ 9.8.2 When the Construction Manager considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Construction Manager shall prepare and submit to the Owner's Representative a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Construction Manager to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Construction Manager's list, the Owner and Owner's Representative will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Construction Manager's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Construction Manager shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner and Owner's Representative. In such case, the Construction Manager shall then submit a request for another inspection to determine Substantial Completion.

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§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Owner's Representative will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Construction Manager for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Construction Manager shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Construction Manager for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Construction Manager, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Construction Manager have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Construction Manager considers a portion substantially complete, the Construction Manager shall prepare and submit a list to the Owner's Representative as provided under Section 9.8.2. Consent of the Construction Manager to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Construction Manager or, if no agreement is reached, by decision of the Owner's Representative.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager and Owner's Representative shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents. Such use by Owner shall in no case relieve Construction Manager of any of its responsibilities under the Contract, nor act as a waiver by Owner of any of the conditions thereof, provided that Construction Manager 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, Construction Manager may be entitled to an equitable adjustment mutually agreed upon prior to Owner taking possession.

If, as a result of Construction Manager'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.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Construction Manager's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner's Representative will promptly make such inspection. When the Owner's Representative finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner's Representative will promptly issue a final Certificate for Payment stating that to the best of the Owner's Representative's knowledge, information and belief, and on the basis of the Owner's Representative's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Construction Manager and noted in the final Certificate is due and payable. The Owner's Representative final Certificate for Payment will constitute a further representation that conditions listed in

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Section 9.10.2 as precedent to the Construction Manager's being entitled to final payment have been fulfilled. All warranties, guarantees and other applicable requirements designated in the Contract documents shall commence on the date of Substantial Completion as defined herein except that Owner, upon written request, may approve earlier commencement dates for system, equipment, or other specific items of work.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Construction Manager submits to the Owner's Representative (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Construction Manager knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. Further description of the items required for the justification for Final Payment shall be identified in Exhibit L – Closeout Requirements. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Construction Manager may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Construction Manager shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Construction Manager or by issuance of Change Orders affecting final completion, and the Owner's Representative so confirms, the Owner shall, upon application by the Construction Manager and certification by the Owner's Representative, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Construction Manager to the Owner's Representative prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Construction Manager, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 Final Affidavits and Waivers of Liens. With its final Application for Payment, Construction Manager, for itself and each of its Subcontractors and suppliers of every tier, will submit affidavits and final waivers of lien conditioned only upon receipt of payment from the Owner for all labor, material, services, supplies, provided on the Project. Within seven (7) days of receipt of receipt of Final Payment, Construction Manager, for itself, will submit an Unconditional Waiver and Release on Final Payment fully and unconditionally waiving and otherwise releasing liens and claims of liens for all labor, material, services, supplies, provided on the Project. Within fifteen (15) days of receipt of receipt of Final Payment, Construction Manager for each of its Subcontractors and suppliers of every tier, will submit an Unconditional Waiver and Release on Final Payment fully and unconditionally waiving and otherwise releasing liens and claims of liens for all labor, material, services, supplies, provided on the Project by such Subcontractor or supplier. It is agreed that all lien waivers shall be reasonably satisfactory to Owner and in a form that substantially complies with the form specified in NRS 108 and releases of lien or payment bond claims.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

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§ 10.1 Safety Precautions and Programs

The Construction Manager shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Neither Owner nor its employees or agents, 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 Construction Manager, Subcontractor, supplier or other entity, or their partners, officers, agents, employees or volunteers or access, visits, use work, travel or occupancy by any person.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Construction Manager shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Construction Manager, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Construction Manager shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Construction Manager shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including providing adequate lighting and ventilation, posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Construction Manager shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Construction Manager shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Construction Manager, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Construction Manager is responsible under Sections 10.2.1.2 and 10.2.1.3. The Construction Manager may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Construction Manager. The foregoing obligations of the Construction Manager are in addition to the Construction Manager's obligations under Section 3.18.

§ 10.2.6 The Construction Manager shall designate a responsible member of the Construction Manager's organization at the site whose duty shall be the prevention of accidents. This person shall be the Construction Manager's superintendent unless otherwise designated by the Construction Manager in writing to the Owner and Owner's Representative. In the event an emergency affecting the safety of life or of the Work or of adjoining property, Construction Manager shall follow the instructions of Owner and, in the absence of such instruction, shall act at its discretion to prevent such threatened loss or injury.

§ 10.2.7 The Construction Manager shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.7.1 Construction Manager 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 Construction Manager.

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§ 10.2.7.2 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.

§ 10.2.7.3 Construction Manager 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 Construction Manager 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.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Construction Manager is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Construction Manager encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Construction Manager, the Construction Manager shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. Work in the affected area shall not be resumed without written direction by Owner.

§ 10.3.2 Upon receipt of the Construction Manager's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Construction Manager and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Construction Manager the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Construction Manager will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If the Construction Manager has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Construction Manager has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Construction Manager. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Construction Manager's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent expressly authorized by Nevada law, the Owner shall indemnify and hold harmless the Construction Manager, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against third party claims, damages, losses, and expenses, including but not limited to attorneys' fees, directly resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the gross negligence of the party seeking indemnity. Owner explicitly retains all defenses to such indemnity that may exist under Nevada law.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Construction Manager brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Construction Manager's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Construction Manager shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Construction Manager brings to the site and negligently handles, or

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(2) where the Construction Manager fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Construction Manager, the Construction Manager is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Construction Manager for all fines and/or penalties levied against the Construction Manager by such government agency.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Construction Manager shall act, at the Construction Manager's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Construction Manager on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Construction Manager's Insurance and Bonds

§ 11.1.1 The Construction Manager shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Construction Manager shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Owner's Representative, Architect, and Architect's consultants shall be named as additional insureds under the Construction Manager's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Construction Manager shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Construction Manager shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Construction Manager shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Construction Manager's Required Insurance. Within three (3) business days of the date the Construction Manager becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Construction Manager shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Construction Manager, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Construction Manager. The furnishing of notice by the Construction Manager shall not relieve the Construction Manager of any contractual obligation to provide any required coverage.

11.1.5 Professional Liability Insurance

§ 11.1.5.1 The Construction Manager is responsible for providing a Professional Liability Insurance policy for Errors and Omissions for the Work they may perform as Design-Build. The policy limits shall be mutually agreed upon by the Owner and Construction Manager prior to the commencement of any Work.

§ 11.2 Owner's Insurance

§ 11.2.1 Owner is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statues. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Customer are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Owner is self-insured as allowed by Chapter 41 of the Nevada Revised Statues. Upon request, Owner will provide Supplier with a Certificate of Coverage prepared by its Risk Management Department certifying such self-coverage.

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(Paragraphs deleted)

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Construction Manager waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Construction Managers, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Construction Manager, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Construction Managers, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 Intentionally Omitted.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The insurance requirements specified herein do not relieve Construction Manager of its responsibility or limit the amount of their liability to Owner or other persons and Construction Manager is encouraged to purchase such additional insurance, as it deems necessary.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager its just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager shall make payments to its consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Construction Manager of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Construction Manager shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Construction Manager does not object, the Owner shall settle the loss and the Construction Manager shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Construction Manager shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Construction Manager timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Construction Manager arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Owner and/or Owner's Representative's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner and/or Owner's Representative, be uncovered for the Owner and/or Owner's Representative's examination and be replaced at the Construction Manager's expense without change in the Contract Time or the Contract Sum.

§ 12.1.2 If a portion of the Work has been covered that the Owner and Owner's Representative has not specifically requested to examine prior to its being covered, the Owner and Owner's Representative may request to see such Work and it shall be uncovered by the Construction Manager. If such Work is in accordance with the Contract Documents, the Construction Manager shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be

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appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Construction Manager's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Construction Manager shall promptly correct Work rejected by the Owner and Owner's Representative or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Construction Manager's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Construction Manager's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Construction Manager shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Construction Manager a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Construction Manager and give the Construction Manager an opportunity to make the correction, the Owner waives the rights to require correction by the Construction Manager and to make a claim for breach of warranty. If the Construction Manager fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work. Construction Manager shall (1) correct Defective Work that becomes apparent during the progress of the Work or during the Warranty Period, and (2) replace, repair, or restore to Owner and Owner's Representative satisfaction and other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of the Defective Work. Construction Manager shall promptly commence such correction, replacement, repair, or restoration upon notice from Owner or Owner's Representative, but in no case later than (10) days after such receipt of notice; and Construction Manager shall diligently and continuously prosecute such correction to completion. Construction Manager shall bear all costs of such correction, replacement, repair, or restoration, and all losses resulting from such Defective Work, including additional testing, inspection, and compensation for Owner and Owner's Representative services and expenses. Construction Manager shall perform corrective Work at such times that are acceptable to Owner and Owner's Representative.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Construction Manager pursuant to this Section 12.2.

§ 12.2.3 If immediate correction of Work is required for life safety or the protection of property and is performed by Owner or Separate Construction Managers, Construction Manager shall pay to Owner all reasonable costs of correcting the Work.

§ 12.2.4 The Construction Manager shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Construction Manager nor accepted by the Owner.

(Paragraph deleted)

§ 12.2.5 The Construction Manager shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Construction Managers, whether completed or partially completed, caused by the Construction Manager's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.6 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Construction Manager has under the Contract Documents. Establishment of the one-year period for

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correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Construction Manager to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Construction Manager's liability with respect to the Construction Manager's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 Intentionally Omitted.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 Except for notices required pursuant to Article 14, written notices required under this Agreement may be transmitted by email. Any notices required pursuant to Article 14 shall be sent by registered mail or personal delivery, and shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. No action or failure to act by the Owner, Architect, or Construction Manager shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Construction Manager shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Construction Manager shall give the Owner's Representative and Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Owner's Representative, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Construction Manager to make arrangements for such

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additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Construction Manager shall give timely notice to the Owner's Representative and Architect of when and where tests and inspections are to be made so that the Owner's Representative and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Construction Manager's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Construction Manager and promptly delivered to the Owner's Representative and Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest
Intentionally Omitted.

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

§ 13.7 Publicity
Neither Owner nor Construction Manager 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.

§ 13.8 Public Records
Construction Manager acknowledges that Owner 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 Owner receives a demand for the disclosure of any information related to this Agreement which Construction Manager has claimed to be confidential and proprietary, Owner will immediately notify Construction Manager of such demand and Construction Manager shall immediately notify Owner of its intention to seek injunctive relief in a Nevada court for protective order. Construction Manager shall indemnify, defend and hold harmless Owner from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Construction Manager documents in Owner's custody and control in which Construction Manager claims to be confidential and proprietary. For the avoidance of any doubt, Construction Manager hereby acknowledges this Agreement will be publicly posted for approval by Owner's governing body.

§ 13.9 Relationship of the Parties
None of the provisions in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent contractors contracting on an equal basis with each other hereunder solely for the purpose of effectuating the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, franchisee, employer, representative, partner or joint venturer of the other, nor shall either party represent to any other person or entity that the relationship created by this Agreement is anything other than as described in this Section.

§ 13.10 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 Owner for the then current fiscal year under the

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Local Government Budget Act. This Agreement shall terminate and Owner's obligations under it shall be extinguished at the end of any of Owner's fiscal years in which Owner'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. Owner agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30th) day of June of the then current fiscal year. Termination under this Section shall not relieve Owner of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

§ 13.11 Non-Exclusion
Construction Manager and their subcontractors shall comply with all provisions of Nevada Revised Statutes, Chapter 338.017, Section 1, Paragraph 2, regarding Federal Debarment.

§ 13.12 Compliance with Laws
Each party agrees that all actions taken by it under this Agreement will comply in all material respects with all applicable laws, regulations and ordinances (federal, state and local), including the provisions and requirements of the Nevada Open Meeting Law (NRS 241) and the Nevada Public Records Act (NRS 239), and in accordance with methods and procedures that are standard in the industry to perform the services provided hereunder.

§ 13.13 Personnel Onsite
Construction Manager shall abide by the relevant compliance policies of Owner, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, I-66 Policy and Code of Ethics, the relevant portions of which are available to Construction Manager upon request, and Owner's Vaccine Policy, as may be amended from time to time, and must register through Owner's vendor management/credentialing system prior to arriving onsite at any of Owner's facilities. Construction Manager's employees, agents, subcontractors and/or designees who do not abide by Owner's policies may be barred from physical access to Owner's premises.

§ 13.14 Waiver
Either party's waiver or failure to take action with respect to the other party's failure to comply with any term or provision of this Agreement will not be deemed a waiver of the first party's right to insist on future compliance with such term or provision.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Construction Manager

§ 14.1.1 The Construction Manager may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Construction Manager, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Owner's Representative has not issued a Certificate for Payment and has not notified the Construction Manager of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Construction Manager reasonable evidence as required by Section 2.2.

.5 Any other reason permitted by applicable laws.

§ 14.1.2 The Construction Manager may terminate the Contract if, through no act or fault of the Construction Manager, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Construction Manager may, upon seven days' notice to the Owner and Owner's Representative, terminate the Contract and recover from the Owner payment for

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Work executed prior to termination, including reasonable overhead and profit on such work executed prior to termination, and costs incurred by reason of such termination, including reasonable costs of demobilization and restocking or cancellation of materials.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Construction Manager, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Construction Manager may, upon seven additional days' notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.1.3 Notwithstanding the terms and conditions of this Agreement or other Contract Documents, Owner and Construction Manager agree to follow NRS 624.610 in the Prompt Payment Statute regarding termination or suspension of work.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Construction Manager

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Construction Manager and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 fails to maintain Bonding, Nevada State Contractor's Board License, Worker's Compensation Insurance, insurance coverage for limits as defined in the contract documents;
- .5 otherwise is guilty of substantial breach of a provision of the Contract Documents;
- .6 becomes insolvent or files for relief under the bankruptcy laws of the United States;
- .7 abandons the Work;
- .8 persistently or materially fails to comply with applicable safety requirements; or
- .8 has otherwise materially breached the Contract.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Owner's Representative that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Construction Manager and the Construction Manager's surety, if any, fourteen (14) days written notice and an opportunity to cure, terminate employment of the Construction Manager and may, subject to any prior rights of the surety:

- .1 Exclude the Construction Manager from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Construction Manager;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Construction Manager, the Owner shall furnish to the Construction Manager a detailed accounting of the costs incurred by the Owner in finishing the Work. If the costs of finishing the work, including expenses made necessary thereby, exceed the Contract amount, Construction Manager shall pay the difference to Owner. The amount to be paid to Owner shall survive Termination of the Contract.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Construction Manager shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Owner's Representative's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Construction Manager. If such costs and damages exceed the unpaid balance, the Construction Manager shall pay the difference to the Owner. The amount to be paid to the Construction Manager or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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§ 14.3.1 The Owner may, without cause, order the Construction Manager in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Construction Manager is responsible; or

.2 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.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Construction Manager shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders for materials or services.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Construction Manager for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts and material purchases and reasonable cost of demobilization as set forth in the Agreement.

§ 14.4.4 Term of Contract

The Term of this Contract will commence on the last signature date below and continue for three (3) years or until terminated pursuant to the Contract, whichever occurs first.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Construction Manager arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Construction Manager shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Construction Manager, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Owner's Representative and/or Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

Init.
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§ 15.1.3.2 Claims by either the Owner or Construction Manager, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Construction Manager shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Owner's Representative and Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Construction Manager wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Construction Manager wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Construction Manager's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Construction Manager and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Construction Manager for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. Owner's Representative will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Construction Manager and persons or entities other than the Owner.

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§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Owner's Representative and Architect, if the Owner's Representative and Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Construction Manager, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Construction Manager's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution. Either Owner or Construction Manager 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;

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

G. If Construction Manager is the initiating party and if the claim, dispute or controversy is made by a subcontractor, a written statement by Construction Manager that it agrees with the merits and the amount of the claim;

H. If Construction Manager submits a total cost or modified cost claim, dispute or controversy then Construction Manager 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 Construction Manager was not responsible for the added expenses; and 5) that Owner, and not anyone else, is responsible for the additional cost; and

I. If Construction Manager is the initiating party, it must submit the written demand of mediation to Owner in the time period set forth in the claim's presentment statute of NRS 244.250.

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

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The parties and the mediator shall agree on the date of the mediation and time of the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 90 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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. Construction Manager acknowledges that Owner is a public body and any settlement agreed to by its authorized representatives is subject to approval by the Governing Board and/or Board of County Commissioners.

(Paragraphs deleted)

§ 15.3.5 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.

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

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§ 15.3.7 The mediation shall be confidential and, as a condition of the nonbinding mediation, the parties shall enter into a Confidentiality Agreement prior to the commencement of the mediation proceeding. The mediation session will be private. Persons other than the parties and their representatives may attend only with the permission of both parties and the consent of the mediator. Unless mutually agreed to by the parties, Owner and Construction Manager, along with its authorized representatives, shall be the only participants in the mediation. There shall be no stenographic record of the mediation process.

§ 15.3.8 The parties agree to assert all claims, disputes and controversies known to the parties in their respective written statements submitted to the mediator.

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.

§ 15.3.9 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in a County owned facility where the Project is located, unless another location is mutually agreed upon. Owner and Construction Manager shall each pay their own costs and expenses, including, but not limited to, expert, and attorney fees incurred in the mediation of any claim, dispute, or controversy, including, but not limited to, their own costs of preparation of, and presentation of all claims prior to, and through the mediation period. Neither Owner nor Construction Manager shall be entitled to an award of interest. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.3.10 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.

§ 15.3.11 At all times while the informal negotiations or mediation action is pending, Construction Manager 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 **§ 14** of this Contract, or otherwise mutually agreed upon in writing by the parties.

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General Conditions of the Contract for Construction

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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User Notes: (1752192099)

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply) N/A						
☐ MBE 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: 287

Corporate/Business Entity Name:	MARTIN HARRIS CONSTRUCTION, LLC		
(Include d.b.a., if applicable)			
Street Address:	3030 S HIGHLAND DRIVE	Website:	WWW.MARTINHARRIS.COM
City, State and Zip Code:	LAS VEGAS, NV 89109	POC Name:	FRANK 'GUY' MARTIN
		Email:	PROCUREMENT@MARTINHARRIS.COM
Telephone No:	702-385-5257	Fax No:	702-384-7736
Nevada Local Street Address: (If different from above)		Website:	
City, State and Zip Code:		Local Fax No:	
Local Telephone No:		Local POC Name: Email:	

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
JACK LIVINGOOD	CHAIRMAN	68%
ROB MOORE	CEO	7%
CORY MOORE	PRESIDENT	6%

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

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 complete disclosure form.

Signature	Print Name: FRANK 'GUY' MARTIN
Title: PRESIDENT	Date: 3/10/2022

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from Governing Board Human Resource and Executive Compensation Committee**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a report from the Governing Board Human Resource and Executive Compensation Committee and discuss ongoing initiatives; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report from the Governing Board Human Resource and Executive Compensation Committee.

Cleared for Agenda
May 25, 2022

Agenda Item #
17

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from Governing Board Strategic Planning Committee**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a report from the Governing Board Strategic Planning Committee and discuss ongoing initiatives Committee; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report from the Governing Board Strategic Planning Committee meeting.

Cleared for Agenda
May 25, 2022

Agenda Item #
18

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 Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a report from the Governing Board Clinical Quality and Professional Affairs Committee and discuss ongoing initiatives; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report from the Governing Board Clinical Quality and Professional Affairs Committee.

Cleared for Agenda
May 25, 2022

Agenda Item #
19

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Report from Governing Board Audit and Finance Committee**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive a report from the Governing Board Audit and Finance Committee and discuss ongoing initiatives; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

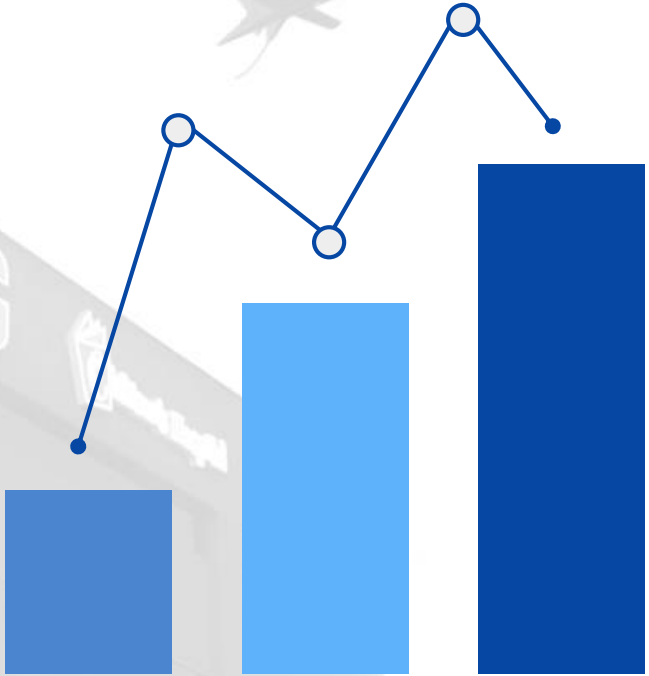
The Governing Board will receive a report on the May 18, 2022 Governing Board Audit and Finance Committee meeting.

Cleared for Agenda
May 25, 2022

Agenda Item #
20

Audit & Finance Committee

GB Meeting



AUDIT & FINANCE COMMITTEE

Overview

The Audit and Finance Committee shall be responsible for reviewing and evaluating the financial results, plans and audits of UMC for the purpose of assessing the overall financial risks and capacities of UMC & the congruity of the financial management, plans and objectives of UMC. The Audit and Finance Committee shall review and evaluate:

- The financial records of UMC and the preparation and maintenance of the same in accordance with Generally Accepted Accounting Principles
- The preparation of annual operating and capital budgets
- Periodic financial reports of UMC and receive explanation regarding variations from capital and operating budgets
- The audit process and review the results of internal and external audits
- The financial aspects of the strategic plans of UMC and coordinate issues of strategy with the Strategic Planning Committee

AUDIT & FINANCE COMMITTEE

FY22 Goals

Exceed fiscal year budgeted income from operations plus depreciation and amortization

Actual SWB per Adjusted Patient Day is less than $2,267 or Actual SWB as a percentage of net patient revenue is less than 63.23%

AUDIT & FINANCE COMMITTEE

Audit & Finance Committee Accomplishments

- 8 Annual operating and capital budgets from FY15 to FY22
- 96 Monthly Financial Reports
- 980 contracts (Average of 10 per month)
- Replaced Electronic Health Record selection, installation, implementation and optimization (104 EHR Modules)
- 62 Reports from Internal/External Audits
- Review of all proformas for new projects
- Implemented Electronic Contract Software (Ntracts) and Scheduling Software for Clinicians (Shift Hound)
- Kaufman Hall (Axiom) software contract for budgeting, financial analysis, and reporting
- County funding reduced $60M since the inception of the Audit and Finance committee
- Recipient of the 2017 CASHMAN Good Governance Award

AUDIT & FINANCE COMMITTEE

Capital & Technology

Clinical Improvement	Service Line Enhancement	Facility Modernization
• Telehealth Services • House Wide Telemetry Upgrade • Replacement of Equipment in numerous departments (Imaging, Laboratory, Cardiology, Surgery, etc.) • Added equipment for Surge (beds, IV Pumps, etc.) • Patient Safety (MRI compatible ventilators, Tele Sitter Services, High Speed Pill Packager, etc.) • Enterprise Document Management • EPIC Enhancements	• **Surgical Services** (Lights, Ion Robot, Anesthesia Machines, Microscopes, Endoscopy and OR Replacements, etc.) • **Orthopedics** (Opening of Integrative Joint Program, Shoulder Continuous Passive Motion Machine, Rosa Robot and OrthoGrid Software) • **Ambulatory** (Express Care @ LAS, Intrado Real Time Texting and Aliante Clinic to open EOY) • **Cardiac** (Two new Cardiac Cath/EP Labs, Shockwave Device, Carto EP System, Anesthesia Machine, etc.) • **Women's & Children's** (AirStrip and NicView Technology, Complete Refresh of L&D, etc.)	• Multiple IT improvements/upgrades • Façade project underway • First Floor Refresh underway • 2231 Charleston Entrance Remodel • Autoclave & Boiler System Replacement • Multiple Units Refreshed throughout the facility • Quick Care and Primary Care locations refreshed

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Monthly Financial Report for April FY22**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive the monthly financial report from the Chief Financial Officer for April and year-to-date FY22; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

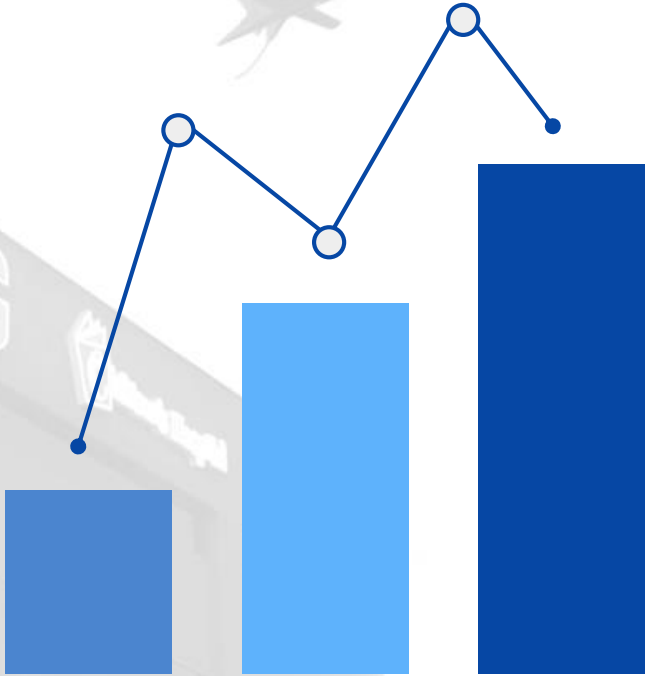
The Governing Board will receive an update on April FY 22 financial and year-to-date reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
May 25, 2022

Agenda Item #
21

April 2022 Financials

GB Meeting



KEY INDICATORS – YTD APR

	YTD ACT	YTD BUD	YTD Variance	% Var	Prior Year	% Var
APDs	196,169	154,340	41,829	27.10%	163,044	20.32%
Total Admissions	18,104	17,431	673	3.86%	16,221	11.61%
Observation Cases	10,904	10,578	326	3.08%	10,578	3.08%
AADC	645	508	138	27.10%	536	20.38%
ALOS (Admits)	7.06	5.94	1.12	18.81%	6.68	5.72%
ALOS (Obs)	1.43	1.39	0.04	3.18%	1.39	3.18%
Hospital CMI	1.96	2.04	(0.08)	(3.86%)	2.04	(3.86%)
Medicare CMI	2.03	2.12	(0.10)	(4.51%)	2.12	(4.51%)
IP Surgery Cases	7,941	7,190	751	10.45%	7,212	10.11%
OP Surgery Cases	4,798	4,857	(59)	(1.21%)	4,951	(3.09%)
Transplants	116	136	(20)	(14.71%)	136	(14.71%)
Total ER Visits	91,410	80,599	10,811	13.41%	78,616	16.27%
ED to Admission	8.08%	8.43%	-	(0.35%)	8.43%	(0.35%)
ED to Observation	11.93%	13.32%	-	(1.38%)	13.32%	(1.38%)
ED to Adm/Obs	20.02%	21.74%	-	(1.73%)	21.74%	(1.73%)
Quick Cares	159,502	141,043	18,459	13.09%	124,216	28.41%
Primary Care	55,281	54,643	638	1.17%	51,556	7.23%
Deliveries	1,152	1,104	48	4.35%	1,032	11.63%

SUMMARY INCOME STATEMENT – YTD APR

REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	$682,246,358	$579,089,129	$103,157,229	17.81%	↑
Net Patient Revenue as a % of Gross	19.02%	17.49%	1.53%	-	
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	$685,178,572	$618,216,283	($66,962,290)	(10.83%)	↓
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**($2,932,215)**	**($39,127,154)**	**$36,194,939**	**92.51%**	↑
Add back: Depr & Amort.	$22,290,521	$22,256,650	($33,870)	(0.15%)	↓
Tot Inc from Ops plus Depr & Amort.	**$19,358,306**	**($16,870,503)**	**$36,228,809**	**214.75%**	↑
Operating Margin (w/Depr & Amort.)	**2.84%**	**(2.91%)**	**5.75%**		

SALARY & BENEFIT EXPENSE – YTD APR

	Actual	Budget	Variance	% Variance	
Salaries	$256,072,375	$230,281,492	($25,790,883)	(11.20%)	
Benefits	$113,175,478	$110,841,180	($2,334,297)	(2.11%)	
Overtime	$18,614,342	$7,643,311	($10,971,031)	(143.54%)	
Contract Labor	$23,388,226	$8,021,086	($15,367,140)	(191.58%)	
TOTAL	**$411,250,421**	**$356,787,069**	**($54,463,352)**	**(15.26%)**	

EXPENSES – YTD APR

	Actual	Budget	Variance	% Variance	
Professional Fees	$36,455,765	$37,086,368	$630,604	1.70%	↑
Supplies	$123,217,659	$115,216,828	($8,000,832)	(6.94%)	↓
Purchased Services	$59,148,015	$55,979,456	($3,168,560)	(5.66%)	↓
Depreciation & Amortization	$22,290,521	$22,256,650	($33,870)	(0.15%)	↓
Repairs & Maintenance	$7,695,562	$6,554,546	($1,141,015)	(17.41%)	↓
Utilities	$3,616,629	$3,451,207	($165,422)	(4.79%)	↓
Other Expenses	$13,701,128	$13,404,805	($296,323)	(2.21%)	↓
Rental/Leases	$7,802,873	$7,479,353	($323,520)	(4.33%)	↓
Total Other Expenses	**$273,928,152**	**$261,429,214**	**($12,498,938)**	**(4.78%)**	↓

ELIGIBILITY & FINANCIAL SERVICES

Healthcare Benefits	Value-Add Benefits
• Medicaid • Conversion rate 96% • Hospital Presumptive Eligibility • Only hospital to be certified • Provides immediate benefits • Maintain 94% compliance rate • Medicare & Social Security • Financial Relief Program • FY22 to date $10 million • Self-pay discount 70% of BC	• Food Stamps (SNAP), cash (TANF), Energy Assistance (EAP) • Community Partners • Three Square & Food Banks • Distribution Centers by zip code • Wrap Around Services for Homelessness • The Courtyard • Reserved Beds at the Mission • Addiction Counseling • Personal Hygiene Necessities

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue:	**Kirk Kerkorian School of Medicine at UNLV Dean's Update**	**Back-up:**
Petitioner:	Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update from the Dean of the Kirk Kerkorian, School of Medicine at UNLV; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Dr. Marc Kahn, Dean of the Kirk Kerkorian School of Medicine at UNLV.

Cleared for Agenda
May 25, 2022

Agenda Item #
22

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **CEO Update**	**Back-up:**
Petitioner: Mason Van Houweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Mason Van Houweling, Chief Executive Officer, University Medical Center of Southern Nevada.

Cleared for Agenda
May 25, 2022

Agenda Item #
23

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM

Issue: **Emerging Issues**	**Back-up:**
Petitioner: Mason VanHouweling, Chief Executive Officer	**Clerk Ref. #**

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
May 25, 2022

Agenda Item #

24