

University Medical Center Of Southern Nevada

CONFIRMATION FORM
for
RECEIPT OF RFP NO. 2011-22
Legal Services - Governance Structure

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 2011-22

DESCRIPTION: Legal Services – Governance Structure

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

FAX THIS CONFIRMATION FORM TO: (702) 383-3824
Or EMAIL TO: jim.haining@umcsn.com
TYPE or PRINT CLEARLY

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL

RFP NO. 2011-22
Legal Services - Governance Structure

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL
RFP NO. 2011-22
Legal Services - Governance Structure

UMC is looking to identify superior proposers to provide legal services and analysis of options as UMC considers a potential governance structure change to a public benefit corporation for consideration by the UMC Board of Hospital Trustees.

The RFP package is available as follows:

- Pick up - University Medical Center, Contracts Management Office, 800 Rose Street, Suite 408, Las Vegas, Nevada 89106.
- By Electronic Mail or Mail – Please email a request to Contracts Management at jim.haining@umcsn.com specifying project number and description. Be sure to include company address, phone and fax numbers, email address or call (702) 383-3606.
- Internet – Visit the Clark County website at www.clarkcountynv.gov/purchasing. Click on “Current Opportunities”, scroll to bottom for UMC’s Opportunities and locate appropriate document in the list of current solicitations.

Proposals will be accepted at the University Medical Center address specified above on, or before, **September 30, 2011** at 2:00:00 p.m., based on the time clock at the UMC Contracts Management office. Proposals are time-stamped upon receipt.

PUBLISHED:
Las Vegas Review Journal
September 4, 2011

GENERAL CONDITIONS
RFP NO. 2011-22
Legal Services - Governance Structure

1. TERMS

The term "OWNER" or "UMC", as used throughout this document, will mean University Medical Center of Southern Nevada. The term "BCC" or "Board" as used throughout this document will mean the Clark County Board of County Commissioners sitting as the UMC Board of Hospital Trustees which is the Governing Body of UMC. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

OWNER is soliciting proposals from firms to provide legal services and analysis of options as UMC considers a potential governance structure change to a public benefit corporation for consideration by the UMC Board of Hospital Trustees.

3. SCOPE OF PROJECT

Background

University Medical Center of Southern Nevada, located in Las Vegas, Nevada, is a county-owned, acute-care hospital, established pursuant to Nevada Revised Statute Chapter 450. It has over 500 beds, the only regional Level 1 Trauma Center, a Level 2 Pediatric Trauma Center and 10 urgent care and primary care clinics.

UMC is owned and operated by Clark County Nevada and is governed by the Clark County Board of County Commissioners sitting as the UMC Board of Hospital Trustees. In June 2010, the Board created a Hospital Advisory Board consisting of individuals from a variety of backgrounds to which it delegated certain duties, responsibilities and functions in the governance of UMC. (See attached Exhibit B)

UMC is one of the last county-owned hospitals in the United States which continues to operate as a public entity. Over the past 10 years, 3 separate consulting firms have recommended that the Board consider changing the governance structure of UMC to a public benefit corporation with 501(c)(3) tax-exempt status. The Board has recently tasked the Hospital Advisory Board to research and develop options for the Board to consider in relation to changing the governance structure of UMC.

Purpose

The purpose of this RFP is to identify a superior PROPOSER, possessing the appropriate expertise, which can provide legal services and analysis of options to provide assistance and guidance to the Governance Subcommittee of UMC's Hospital Advisory Board, and the Hospital Advisory Board, as they develop a potential governance structure change to a Public Benefit Corporation for consideration by the UMC Board of Hospital Trustees. If the proposed governance structure change is approved, the successful PROPOSER will provide legal services to UMC to develop the final corporate structure including articles of incorporation, bylaws, and other governance documents. Additionally, the successful PROPOSER may be engaged to assist UMC and Clark County with lobbying to the Nevada Legislature if there is a need to change legislation to affect any recommended governance restructuring of UMC.

Potential Areas of Need

Following is a list of potential areas of need to be considered and analyzed for this project. This list is not all inclusive and may be changed as analysis of options are completed during engagement.

Initial Analysis / Creation of Options / Survey Stakeholders

- a. Legal constraints of governance structure change
- b. New board size and composition
- c. New board election/appointment process
- d. Powers of BCC
- e. Powers / authority delegated to new board
- f. Obligations of hospital to community

- g. Eligibility for Disproportionate Share Hospital (DSH), Upper Payment Limit (UPL), Intergovernmental Transfer (IGT) payments
- h. Employee benefit plans / pensions
- i. Outsourcing of services
- j. Nevada Sovereign Immunity
- k. Nevada Open meeting laws
- l. Nevada Public record laws
- m. Access to public financing / credit
- n. Benchmarking with other hospitals that have completed a similar transition
- o. Survey stakeholders

Development of Structural Options for Board Consideration

- a. Provide variety of options for Board (Hospital Advisory Board and BCC) consideration
- b. Assistance in getting Board approval

Implementation

- a. Prepare bylaws, articles of incorporation, tax-exempt status application, other governance documents
- b. Draft potential legislation for submission to Nevada legislature, if necessary
- c. Assistance in lobbying Nevada legislature, if necessary
- d. Assist all parties with other legal issues / documents necessary to transfer operations

Expectations of Business Partner

UMC strives to provide exemplary service to its patients. UMC therefore has high expectations of its business partners. It is expected that the business partner will provide quality services at the lowest price available in the market, but just as important is the expectation that these services are provided in a manner that exhibits the highest level of ethics and professionalism.

4. **DESIGNATED CONTACTS**

OWNER's representative will be Jim Haining, telephone number (702) 383-3606. This representative will respond to questions concerning the scope of work of this RFP. Questions regarding the selection process for this RFP may be directed to Jim Haining, Contracts Management, jim.haining@umcsn.com.

5. **CONTACT WITH OWNER DURING RFP PROCESS**

Communication between a PROPOSER and a member of the BCC or between a PROPOSER and a non-designated Owner contact regarding the selection of a proponent or award of this contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for award of the contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

6. **TENTATIVE DATES AND SCHEDULE**

RFP Published in Las Vegas Review-Journal	September 4, 2011
Question and Answer Period	Through September 16, 2011
Final Date to Submit Questions	September 16, 2011
Last Day for Addendums	September 21, 2011
RFP Responses Due (2:00:00 pm)	September 30, 2011
RFP Evaluations	October 2011

7. **METHOD OF EVALUATION AND AWARD**

Since the service requested in this RFP is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The proposals may be reviewed individually by staff members through an ad hoc committee. The finalists may be requested to provide OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria. This contract will be awarded on the basis of which proposal OWNER deems best suited to fulfill

the requirements of the RFP. OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP. OWNER reserves the right to make a multiple award if it is in the best interest of OWNER.

OWNER's mission is to provide the highest quality of care to its patients. For continuity of care and other reasons, OWNER will enter into an exclusive contract. Once OWNER makes an initial selection, it will utilize required compliance considerations, and negotiate fair market value compensation for the services under the agreement. Based upon this process, OWNER will then negotiate a final contract with PROPOSER and present the contract to the BCC for approval.

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 50 pages. Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by evaluation criteria section to correspond with the evaluation criteria requested in Section 18. The ideal proposal will be 3-hole punched and bound with a binder clip. Binders or spiral binding is not preferred or required.

PROPOSER shall submit 1 clearly labeled original and 7 copies of their proposal. The name of PROPOSER's firm shall be indicated on the cover of each proposal.

One electronic copy of proposal in .pdf format on a CD is also requested.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of PROPOSER and the RFP number and title. No responsibility will attach to OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. FAXED OR EMAILED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

The following are detailed delivery/ mailing instructions for proposals:

<u>Hand Delivery</u>	<u>U.S. Mail Delivery</u>	<u>Express Delivery</u>
University Medical Center Contracts Management Trauma Center Building 800 Rose Street, Suite 408 Las Vegas, Nevada 89106	University Medical Center Contracts Management 1800 West Charleston Blvd Las Vegas, Nevada 89102	University Medical Center Contracts Management 800 Rose Street, Suite 408 Las Vegas, Nevada 89106
RFP No. 2011-22 Legal Services - Governance Structure	RFP No. 2011-22 Legal Services - Governance Structure	RFP No. 2011-22 Legal Services - Governance Structure

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

Proposals are time-stamped upon receipt. Proposals submitted must be time-stamped to later than 2:00:00 p.m. on the RFP opening date. RFPs time-stamped after 2:00:00 p.m., based on the time clock at the UMC Contracts Management office will be recorded as late, remain unopened and be formally rejected. PROPOSERS and other interested parties are invited to attend the RFP opening.

9. REJECTION OF PROPOSAL

OWNER reserves the right to reject any and all proposals received by reason of this request.

10. PROPOSAL COSTS

There shall be no obligation for OWNER to compensate PROPOSER(S) for any costs of responding to this RFP.

11. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

12. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSER(S) in written form from OWNER's representative. OWNER is not bound by any specifications by OWNER's employees, unless such clarification or change is provided to PROPOSER(S) in written addendum form from OWNER's representative.

13. PUBLIC RECORDS

OWNER is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of OWNER's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by OWNER may not be disclosed until the proposal is recommended for award of a contract. PROPOSER(S) are advised that once a proposal is received by OWNER, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. PROPOSER(S) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

If a PROPOSER feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended to the BCC for selection:

PROPOSER(S) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from PROPOSER's legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the narrow definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, OWNER will open the envelope to determine whether the procedure described above has been followed.

Any information submitted pursuant to the above procedure will be used by OWNER only for the purposes of evaluating proposals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a PROPOSER(S) who submits the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed PROPOSER's consent to the disclosure of the information by OWNER, PROPOSER's waiver of claims for wrongful disclosure by OWNER, and PROPOSER's covenant not to sue OWNER for such a disclosure.

PROPOSER(S) also agrees to fully indemnify OWNER if OWNER is assessed any fine, judgement, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

14. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

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

15. CLARK COUNTY BUSINESS LICENSE / REGISTRATION

Prior to award of this RFP, other than for the supply of goods being shipped directly to a Clark County facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

- a. Clark County Business License is required if:
1. A business is physically located in unincorporated Clark County, Nevada.
 2. The work to be performed is located in unincorporated Clark County, Nevada.
- b. Register as a Limited Vendor Business Registration is required if:
1. A business is physically located outside of unincorporated Clark County, Nevada
 2. 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 firm. 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) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov, select "Online Services", then select "Business License Inquire" or by the browser search <http://sandgate.co.clark.nv.us/businessLicense/businessSearch/blindex.asp>

16. EVALUATION CRITERIA / SUBMITTAL INFORMATION

Proposals should contain the following information:

A. Organizational Information

1. Provide your organization's name, address, internet URL (if any), telephone and fax numbers. Include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your organization's primary contact.
2. Provide a brief description of your organization locally, statewide and nationally (if applicable).
3. List any other factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this Agreement or that could materially affect Owner's decision.
4. All PROPOSER(S) may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise.
5. List all firm demographics including:
 - o Total number of employees
 - o Total number of women employed
 - o Total number of minorities employed
 - o Total number of bilingual employees, indicate language(s) spoken
 - o Total number of employees living in Las Vegas, Nevada area
6. **Disclose any financial contributions or expenses paid to physicians credentialed at UMC or to UMC employees in the last two (2) years.**
7. Disclose any actual or potential conflicts of interest between your company and any UMC employee or physician credentialed at UMC; or between a current client of your company and UMC/Clark County.

B. Experience

Include a brief resume of all similar projects your firm has performed for the past 3-5 years. Each project listed shall include the name and phone number of a contact person for the project for review purposes. All firms are encouraged to indicate their experience of performing related work within the State of Nevada.

C. Staff Qualifications and Availability

Provide a firm resume and key personnel resumes, if any, to include educational and legal background, and experience. Also include professional resumes of those persons who would actually perform work on the project. Identify if those persons presently reside in Clark County, Nevada or elsewhere.

PROPOSER(S) need not indicate the actual names of employees when submitting resumes subject to the requirements of the RFP. Fictitious names or numbers may be used (e.g. employee #1). However, if selected as a finalist, PROPOSER(S) must disclose actual employee names matching the resumes submitted to OWNER, upon verbal request. The successful PROPOSER(S) shall not change proposed project personnel for which a resume is submitted without OWNER's approval.

D. References

Provide a list of client references to include companies which UMC may contact regarding services provided by your firm. Include client company name, contact name, contact phone number and contact email address. Submission of this list shall indicate the PROPOSER's consent to have UMC contact the clients directly for a reference as to non-privileged matters.

E. Fee

Please set forth your proposed fee schedule for the project/deliverables as described in your proposal and Scope of Project. May be broken down by phase of project.

F. Conceptual Treatment of Project and Work Plan

Describe in detail PROPOSER's approach to the project as described in Scope of Project (Section 3 above). Include a preliminary project plan that includes:

1. PROPOSER's concept of the project including the methodology to be used and the major deliverables to be produced.
2. Any assumptions.
3. Any constraints.
4. Proposed schedule (work plan) including tasks, milestones, dates for completion, OWNER and PROPOSER resource assignments, critical path and OWNER's review cycles.
5. State why PROPOSER is best suited to perform the services for this project.

G. Compliance with OWNER's Retainer Agreement

OWNER's Retainer Agreement (Exhibit A) is attached for your review. Indicate any exceptions that your firm would have to take in order to accept the attached Retainer Agreement.

H. Disclosure of Ownership/Principals

PROPOSER must complete and submit the attached Disclosure of Ownership/Principals form with its proposal.

I. Other

Other factors PROPOSER determines appropriate which would indicate to OWNER that PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

Exhibit A
RETAINER AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2011, by and between the UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter referred to as “UMC”, and _____, of the law firm of _____, hereinafter collectively referred to as “ATTORNEY.”

WHEREAS, UMC Board of Hospital Trustees is considering a change in the governance structure of UMC; and

WHEREAS, UMC desires to engage outside counsel to provide legal services in support of a potential governance restructuring of the hospital; and

WHEREAS, the ATTORNEY is experienced in providing legal services and support;

NOW THEREFORE, the parties agree as follows:

I. SCOPE OF SERVICES OF ATTORNEY

- A. UMC hereby retains and employs the ATTORNEY to provide legal representation of UMC and UMC Board of Hospital Trustees, their duly authorized officers, employees, and volunteers, in support of UMC’s governance restructuring and any future legislative changes necessary for governance restructuring and other legal matters related to UMC administration.
- B. The ATTORNEY will work in conjunction with UMC’s staff and the Clark County District Attorney’s Office in the performance of services hereunder.
- C. The ATTORNEY will observe and abide by the terms and conditions of all applicable laws, regulations, ordinances and rules of the United States, of the State of Nevada, or any political subdivision thereof, or of any duly constituted public authority or agency.
- D. All materials developed, prepared or acquired during the performance of services under this Agreement, including without limitation, all finished or unfinished documents, research, pleadings, memoranda, briefs, data, studies, surveys, drawings, manuals, maps, models, photographs, and reports (hereinafter collectively called “documents”) shall be available to UMC upon request. No documents prepared for UMC shall be released by the Attorney to any third party without UMC’S prior permission.
- E. The services provided pursuant to the Agreement are nonexclusive and UMC is not limited by this Agreement from entering into other agreements for legal services with other attorneys or required by this Agreement to assign any specific litigation matters of volume of litigation matters to the Attorney.
- F. The ATTORNEY will not affect a final compromise of any matter, nor assert any conflict waivers without the prior approval of UMC or its designated representative.
- G. UMC reserves the right to request, and to object to, representation by specific attorneys within the ATTORNEY’S firm.

II. TERM

The term of this Agreement shall be from _____ and continue through _____. The ATTORNEY will undertake to represent UMC to the conclusion of each matter assigned, even if the conclusion extends beyond the term of this Agreement.

III. FEES

ATTORNEY will provide UMC with legal services under this Agreement at the following rates and charges. Hours of service shall be billed based on increments of one/tenth of an hour and should represent actual time spent, rather than a standard charge for the activity performed.

A. Fixed Fee:
To be determined

Or

B. Hourly Rates:
1. Partners: \$TBD per hour
2. Associates: \$TBD per hour
3. Paralegals: \$TBD per hour

- C. Standard Charges:
Copies: \$0.15 per page

V. BILLING

- A. Attorney Fees:
The ATTORNEY will provide monthly itemized billings to UMC for all services provided during the preceding month. UMC agrees to make payment for the ATTORNEY's services and costs within sixty (60) days after receipt of such billings.
- B. Costs:
Invoices for outside costs and services incurred by the ATTORNEY shall be forwarded directly to for payment directly to the provider.

VI. EXPERTS AND INVESTIGATORS

The ATTORNEY may employ experts and investigators only upon *prior* approval of UMC. Fees and costs charged by such experts and investigators shall be forwarded directly to UMC, and paid by UMC directly to the expert or investigator within thirty (30) days after UMC receipt of billing for services rendered.

VII. TERMINATION

- A. This Agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or by UMC for its convenience.
- B. In the event of termination, the ATTORNEY shall be paid compensation for services performed and properly billed pursuant to the terms of this Agreement to the effective termination date.
- C. UMC reasonably believes that funds can be obtained to make all payments during the term of the Agreement. If UMC does not allocate funds to continue the legal representation, this Agreement shall be terminated when appropriated funds expire.

VIII. EVENTS UPON TERMINATION OR EXPIRATION

Upon the expiration or termination of this Agreement, UMC, at its discretion, shall either:

- A. Require the ATTORNEY to conclude the handling of all open litigation matters assigned to the ATTORNEY during the term of the Agreement, at the rates set forth in this Agreement, for a period not to exceed two (2) years from the termination or expiration of this Agreement; or
- B. Require the ATTORNEY to return all litigation files to UMC or its designated representative and execute the necessary Substitution of Counsel.

IX. RECORDS

All books, records documents and accounting procedures and practices of ATTORNEY, relevant to this Agreement, shall be subject to inspection, audit and copying by UMC or its authorized representatives.

X. OWNERSHIP OF DOCUMENTS

All files, pleadings, discovery, reports, documents and other records prepared or kept by the ATTORNEY in the performance of its obligations under this Agreement shall be the exclusive property of UMC and all such materials shall be remitted to UMC by the ATTORNEY upon expiration or termination of this Agreement. All such materials shall be retained by the ATTORNEY for a minimum of six (6) years from the date any and all appeal rights expire. At the end of this retention term, UMC shall be notified and given sixty (60) days to reclaim the file prior to its destruction by the ATTORNEY.

XI. CONFIDENTIALITY

Given the scope of services for which ATTORNEY is retained, ATTORNEY will not be provided access to any UMC personnel records, personal data or protected health information. If any UMC officer, agent, or employee attempts to provide ATTORNEY with such information, ATTORNEY shall contact Chief Executive Officer immediately.

XII. ASSIGNMENT AND SUBCONTRACTING

The ATTORNEY shall neither assign, transfer nor delegate any rights, obligations or duties under this Agreement, nor shall the ATTORNEY subcontract the provision of services under this Agreement, without prior written consent of UMC.

XIII. AMENDMENT AND MODIFICATION

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

XIV. APPLICABLE LAW

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

XV. INSURANCE

The ATTORNEY will provide UMC with Certificates of Insurance for the coverage as listed below within ten (10) calendar days after approval of this Agreement by the Board of Hospital Trustees, or any extension thereof. Thereafter, current certificates shall be maintained with UMC so long as insurance is required pursuant to this Agreement. The certificates for each insurance policy are to be signed by a person authorized by the insurer and licensed by the State of Nevada.

- A. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificates of insurance. The adequacy of the insurance supplied by the ATTORNEY, including the rating and financial health of each insurance company providing coverage, is subject to the approval of UMC.
- B. With regard to the ATTORNEY's services performed pursuant to this Agreement, the ATTORNEY's insurance shall be primary and any other coverage that may be available to UMC, its officers, employees and volunteers shall be excess over the insurance required of the ATTORNEY.
- C. The insurance coverage supplied by the ATTORNEY must provide for a thirty (30) day notice to UMC before implementation of a proposal to suspend, void, cancel or reduce in coverage or in limits the required insurance coverage. This notice requirement does not waive the insurance requirements contained herein.
- D. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$25,000 without the written approval of UMC.
- E. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than twice the amount of the limits required herein. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. Any notice given to ATTORNEY with respect to exhaustion of limits of insurance shall also be sent to UMC.
- F. The ATTORNEY shall obtain and maintain, for the duration of this Agreement, the following insurance against claims which may arise from or in connection with the performance of the work hereunder by the ATTORNEY, its agents, representatives, employees or sub-contractors. The cost of such insurance shall be borne by the ATTORNEY.
 1. Professional liability or errors and omissions insurance against claims for injuries or damages arising out of the services rendered by the ATTORNEY, its agents, representative or employees pursuant to ATTORNEY's agreement with UMC.
 - a. ATTORNEY shall maintain policy limits of no less than \$1,000,000.00.
 - b. "Claims made" insurance coverage must continue for a period of three years beyond the termination of the Agreement. Any retroactive date must coincide with or pre-date the beginning of the Agreement and may not be advanced without the consent of UMC.
- G. If the ATTORNEY fails to maintain the insurance coverage required herein, then UMC will have the option to declare the ATTORNEY in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. The ATTORNEY is responsible for any expenses paid by UMC to maintain such insurance and UMC may collect the same from the ATTORNEY or deduct the amount paid from any sums due the ATTORNEY under this Agreement.
- H. The insurance requirements specified herein do not relieve the ATTORNEY of his responsibility or limit the amount of his liability to UMC or other persons and the ATTORNEY is encouraged to purchase such additional insurance as it deems necessary.

XXIII. EXECUTION

IN WITNESS WHEREOF, the parties have caused this contract to be signed and intend to be legally bound thereby.

ATTORNEY FIRM

UNIVERSITY MEDICAL CENTER OF SOUTHERN
NEVADA

By: _____

By: _____
BRIAN G. BRANNMAN
Chief Executive Officer

APPROVED AS TO FORM:

By: _____
MARY-ANNE MILLER
County Counsel

INSURANCE REQUIREMENTS

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

Format/Time: The ATTORNEY shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **10 calendar days** after the award by OWNER. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

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

Owner Coverage: OWNER, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The ATTORNEY's insurance shall be primary as respects OWNER, its officers and employees.

Endorsement/Cancellation: The ATTORNEY's general liability insurance policy shall be endorsed to recognize specifically the ATTORNEY's contractual obligation of additional insured to Owner. All policies must note that OWNER will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

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

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

Commercial General Liability: Subject to Paragraph 6 of this Exhibit, the ATTORNEY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

Automobile Liability: Subject to Paragraph 6 of this Exhibit, the ATTORNEY 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 ATTORNEY and any auto used for the performance of services under this Contract.

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

Workers' Compensation: The ATTORNEY shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a ATTORNEY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the ATTORNEY 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.

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

Additional Insurance: The ATTORNEY is encouraged to purchase any such additional insurance as it deems necessary.

Damages: The ATTORNEY is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the ATTORNEY, their subcontractors or anyone employed, directed or supervised by ATTORNEY.

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

Insurance Submittal Address: All Insurance Certificates requested shall be sent to the University Medical Center of Southern Nevada, Attention: Contracts Management. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

Insurance Form Instructions: The following information must be filled in by the ATTORNEY's Insurance Company representative:

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

University Medical Center of Southern Nevada
c/o Contracts Management
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

THE CERTIFICATE HOLDER, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, MUST BE NAMED AS AN ADDITIONAL INSURED.
- 9) Appointed Agent Signature to include license number and issuing state

CERTIFICATE OF INSURANCE

ISSUED DAY (MM/DD/YY)

PRODUCER

 INSURANCE BROKER'S NAME
 ADDRESS
 PHONE & FAX NUMBERS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

 COMPANY LETTER **A**
INSURED

 INSURED'S NAME
 ADDRESS
 PHONE & FAX NUMBERS

 COMPANY LETTER **B**

 COMPANY LETTER **C**

 COMPANY LETTER **D**

 COMPANY LETTER **E**

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
4.	GENERAL LIABILITY	(A)	(B)	(C)	GENERAL AGGREGATE \$(D) 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$(E) 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY \$(F) 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$(G) 1,000,000
	<input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire) \$(H) 50,000
	<input type="checkbox"/> INDEPENDENT CONTRACTOR				MED. EXPENSE (Any one person) \$(I) 5,000
	5.	AUTOMOBILE LIABILITY	(J)	(K)	(L)
<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE \$
<input type="checkbox"/> HIRED AUTOS					EACH OCCURRENCE \$
	EXCESS LIABILITY				AGGREGATE \$
	<input type="checkbox"/> UMBRELLA FORM				
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
6.	WORKER'S COMPENSATION				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
	PROFESSIONAL LIABILITY				AGGREGATE \$1,000,000

7. DESCRIPTION OF CONTRACT: NUMBER AND NAME OF CONTRACT
8. CERTIFICATE HOLDER

 UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
 1800 WEST CHARLESTON BOULEVARD
 LAS VEGAS, NV 89102

The Certificate Holder is named as an additional insured.

CANCELLATION

 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

9. APPOINTED AGENT SIGNATURE

 INSURER LICENSE NUMBER _____
 ISSUED BY STATE OF _____

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

BID NUMBER AND PROJECT NAME: _____

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O CONTRACTS MANAGEMENT DEPARTEMENT
1800 WEST CHARLESTON BLVD.
LAS VEGAS, NEVADA 89102

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, 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.

ATTACHMENT 1
AFFIDAVIT
(for use by Sole Proprietor's Only)

I, _____, on behalf of my company, _____, being
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as Bid No. _____/RFP No. _____/CBE No. _____, entitled _____;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release University Medical Center of Southern Nevada from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _
_____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT B

A RESOLUTION ESTABLISHING THE UNIVERSITY MEDICAL CENTER HOSPITAL ADVISORY BOARD AND DELEGATING CERTAIN AUTHORITY TO THE HOSPITAL ADVISORY BOARD

WHEREAS, University Medical Center of Southern Nevada (UMC) is owned by the County of Clark and is governed by the laws of Nevada Revised Statutes (NRS) Chapter 450, County Hospitals and Hospital Districts; and

WHEREAS, per NRS Chapter 450, the Clark County Board of County Commissioners (Board) acts as the Board of Hospital Trustees, the governing body for UMC; and

Whereas, UMC is a public hospital that will continue to serve the Clark County indigent population, unless otherwise directed by this Board; and

WHEREAS, NRS Chapter 450.175, authorizes the Board to appoint a Hospital Advisory Board and delegate certain duties, responsibilities and functions to the Hospital Advisory Board; and

WHEREAS, in order to facilitate the necessary oversight of UMC, the Board finds a need to appoint a Hospital Advisory Board and delegate certain duties, responsibilities, and functions as provided for in NRS Chapter 450;

NOW, THEREFORE, BE IT RESOLVED by the Board that there is hereby established the University Medical Center Hospital Advisory Board. The UMC Hospital Advisory Board is delegated the following duties, responsibilities, and functions in the governance of UMC:

1. Strategic planning, including adoption of mission, vision and values;
2. Oversight of quality, performance and measurements;
3. Financial oversight to ensure that the financial, capital and strategic plans are aligned;
4. Recommendation for Hospital Chief Executive Officer (CEO) selection, performance evaluation, and succession planning, in conjunction with the County Manager, and subject to Board approval of final selection as well as any associated employment agreement;
5. Service as board of appellate review for any appealable decisions made by the Medical Executive Committee provided, however, that any settlement due to litigation or arbitration must be submitted to the Board prior to obligations of funding;
6. Approval of credentialing and privileging activity;
7. Recommendation for and approval of Bylaws and Rules and Regulations, subject to ratification by the Board;
8. Risk identification and compliance oversight;
9. Oversight of policies and procedure that support patient care;
10. Compliance with and adherence to all regulatory requirements and accrediting bodies;
11. Approval of all contracts entered into by UMC which obligate UMC in a dollar amount not to exceed the following amounts per fiscal year, provided such contract complies with all state statutes, as well as all fiscal, administrative, and ethical policies adopted by the Board; provided, however, this delegation does not extend to agreements with other government entities and does not supersede any express delegation to an authorized representative of the governing body made by the Board pursuant to NRS Chapters 332 and 338:
 - a. Medical professional service contracts not to exceed \$5 million;
 - b. Other professional service contracts not to exceed \$1 million;
 - c. Information Technology related contracts not to exceed \$1 million;
 - d. All other products and services not to exceed \$1 million;
 - e. Construction contracts not to exceed \$1 million; and,
 - f. Changes orders up to 10% of contract amount.

12. Determination of frequency and duration of meetings, provided that meetings will be held no less often than monthly and will conform with the requirements of the Nevada Open Meeting Law;
13. Oversight to ensure that UMC maintains compliance with all federal, state and local laws and regulations;
14. Evaluation of existing, and recommendations for new or amended, policies regarding service utilization patterns, productivity, patient satisfaction and patient complaints, scope and availability of services, and partnerships with community based providers;
15. Recommendations to the Board regarding legislative matters and assistance to staff in that effort as needed; and
16. Responsibility for its own effective, efficient performance and participation in a formal board evaluation process.

Nothing in this resolution prohibits the Hospital Advisory Board or UMC Administration from presenting any above action to the Board for review and/or approval.

IT IS FURTHER RESOLVED that the UMC Hospital Advisory board shall be constituted by no more than eleven individuals, as follows:

1. Advisory Board Members shall be from the following categories:
 - a. Purchaser or Payor of Healthcare Services (1 or 2 members);
 - b. Organized Labor (SEIU Leadership, non-UMC employee) (1 member);
 - c. Civic/Community Leader (1 member);
 - d. Community Physician with privileges at UMC (2 members);
 - e. Public Health or other Health Professions Leader (non-UMC employee) (1 or 2 members);
 - f. Legal Background (with contract/transaction experience) (1 member);
 - g. Business Management / Financial Background (2 members).
2. Ex-Officio Members shall include the:
 - a. UMC Chief Executive Officer;
 - b. UMC Chief of Medical Staff;
 - c. Dean, University of Nevada School of Medicine; and
 - d. Executive Vice Chancellor, Nevada System of High Education Health Science System.
3. Applicants for membership on the Hospital Advisory Board:
 - a. Shall complete an application;
 - b. May not be serving in any elected local, state or federal government position at the time of appointment;
 - c. May not be a current employee of UMC, except for the UMC Chief Executive Officer sitting as an ex-officio member; and
 - d. Cannot have been excluded from participation in the Medicare and Medicaid programs.
4. The Hospital Advisory Board members shall serve three (3) year terms. The initial board will serve one (1), two (2), or three (3) year terms and will be determined by lottery with four (4) members serving a three (3) year term, four (4) members serving a two (2) year term, and three (3) members serving a one (1) year term. A member may serve no more than two (2) consecutive terms.

IT IS FURTHER RESOLVED that the Board, in addition to all nondelegable duties mandated by law, hereby retains the following duties, responsibilities and functions at UMC:

1. Final approval of UMC's Operating and Capital budgets;
2. Review and approval of a Merit Personnel Policy;

3. Ratification of Collective Bargaining Agreements;
4. Approval of the Annual Financial Audit;
5. Receipt of quarterly reports from the County Auditor on Corporate Compliance;
6. Approval of any settlement due to litigation or arbitration, unless such settlement falls within a delegation of settlement authority previously authorized by the Board;
7. Approval of all intergovernmental agreements;
8. Authority to designate representation for purposes of any legal action;
9. Appointment of Hospital Advisory Board members;
10. Authority to remove, with a majority vote, any member of the Hospital Advisory Board;
11. Review of Internal Audits which will be submitted to the Board Audit Committee;
12. Ratification of Bylaws, Rules and Regulations of Hospital and Medical Staff;
13. Receipt of quarterly reports on all hospital contracts and review of the recommendations of the Hospital Advisory Board;
14. Authorization of a CEO search, ratification of selection of the CEO, and approval of any associated employment agreement;
15. Establishment of a legislative agenda and approval of bill draft requests;
16. Final approval of the hiring of a lobbying firm;
17. Final approval of the elimination of any core hospital services not otherwise available in the community;
18. Final approval of all changes to the hospital's room/bed rates and other service charges;
19. Review of this resolution, in June of each year, as to its efficacy, and the constitution of and power and authority granted to the Advisory Board; and
20. Revisions and revocations of any delegation of authority made to the Hospital Advisory Board, to UMC officers and employees, or to related Clark County officers or employees performing functions for UMC.

PASSED, ADOPTED AND APPROVED this 16th day of June 2010.

BOARD OF HOSPITAL TRUSTEES
CLARK COUNTY, NEVADA

By: _____
Lawrence Weekly, Chairman

Attest:

Diana Alba, County Clerk

Approved As To Form:

Mary-Anne Miller, County Counsel

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). 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.

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.

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.

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> LBE	<input type="checkbox"/> NBE	
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise	
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:			Website:			
City, State and Zip Code:			POC Name and Email:			
Telephone No:			Fax No:			
Local Street Address:			Website:			
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name Email:			
Number of Clark County Nevada Residents Employed:						

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

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

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

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

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

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

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

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

Signature

Title

Print Name

Date

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

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

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

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

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

For County Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative