

# UNLV | PURCHASING & CONTRACTS

## CONTRACT TO PROVIDE EMERGENCY MEDICAL SERVICES FOR THE UNIVERSITY OF NEVADA, LAS VEGAS

This Contract #8263 ("Contract") is made effective as of the date last signed below by any authorized signatory (the "Effective Date") by and between the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Las Vegas, ("UNLV") and MedicWest Ambulance Inc., a Nevada corporation ("Contractor"), and is based on the following facts:

### RECITALS

UNLV requires a contractor that can provide emergency medical services.

On October 13, 2017, UNLV issued its Invitation for Bid No. 5295-RD (the "IFB") seeking bids from qualified contractors to provide emergency medical services in connection with the IFB.

On November 1, 2017, Contractor submitted a bid ("the Bid") in response to the IFB. The Bid was later modified by Contractor's "Best and Final Offer" on November 20, 2017.

Based on the foregoing Recitals, and for other valuable consideration, the parties agree as follows:

### AGREEMENT

#### ARTICLE I TERM

##### A. INITIAL TERM

The Contract shall commence as of the Effective Date and remain in effect for one (1) year, unless otherwise terminated in accordance with this Contract ("Initial Term" or "Term").

##### B. RENEWAL TERM

Upon mutual written agreement this Contract may be renewed for four (4) additional one (1) year terms ("Renewal Term(s)" or "Term(s)").

##### C. CONTRACT EXTENSION

Without renewing the Term of this Contract, UNLV shall have the right to extend this Contract for up to ninety (90) calendar days from its expiration date of the then applicable Term for any reason. Should UNLV exercise its right to extend this Contract for ninety (90) days beyond the expiration of this Contract, shall be entitled to receive consideration as provided for in this Contract, pro-rated for the period for which UNLV requests additional services.

#### ARTICLE II SCOPE OF CONTRACT

Contractor shall provide the following services ("Services" (including any applicable Deliverables)):

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The Contractor shall be responsible for providing UNLV Thomas & Mack Center ("TMC"), Cox Pavilion ("Cox"), and Sam Boyd Stadium ("SBS") with qualified, licensed, emergency medical services ("EMS") personnel and ambulance services for selected athletic and special events (collectively, "Events") and to properly equip and maintain designated first-aid rooms at the Thomas and Mack Center and Sam Boyd Stadium (collectively, "Locations"). Other UNLV campus departments and facilities may use these Services on an as needed basis.

**A. QUALIFICATIONS:**

- (1) For the duration of the Term, Contractor must be fully licensed by the Southern Nevada Health District EMS regulations, State of Nevada and/or Clark County as required. Contractor must immediately notify UNLV in writing and by phone if any such licenses are suspended or revoked.
- (2) For the duration of the Term, Contractor must be licensed in Advanced Life Support Transport. Contractor shall provide proof of such license prior to commencing the Services, if not already provided as part of the IFB. Contractor must immediately notify UNLV in writing and by phone if any such license(s) are suspended or revoked.
- (3) Contractor must provide an operational, sanitary, and updated, Automated External Defibrillator that meets or exceeds any applicable state, local, or federal requirements in the following areas:
  - a) 2 each at TMC
  - b) 2 each at SBS
  - c) 1 each at COX
- (4) Services rendered for the Thomas & Mack Center/ Cox Pavilion and/or Sam Boyd Stadium must be performed under the direct supervision of the event manager assigned by UNLV ("Event Manager") during each Event.
- (5) Contractor must perform joint training classes when requested for UNLV and Event personnel. Training will include but not limited to CPR and AED training on an annual basis.
- (6) All Contractor personnel must be certified to a minimum of Emergency Medical Technician Basic or Intermediate.
- (7) Contractor must have the ability to provide sufficient personnel to accommodate the needs of a capacity audience at the Thomas & Mack Center, Cox Pavilion, and the Sam Boyd Stadium.
- (8) Contractor must have sufficient expertise and experience to develop necessary emergency medical volunteer services of the scope and nature required to properly support UNLV and the Events.
- (9) All supplies and equipment will be supplied by Contractor and will consist of trauma and medical bag, oxygen, splinting supplies, ASA, Band-Aids, ambulance stretcher, I.V. equipment, and A.E.D. All supplies must be included in hourly rate.

**B. FIRST AID ROOMS:**

First aid room(s) at each Location shall be equipped with any necessary or advisable equipment in the appropriate quantities and types to support UNLV and the Event(s), but not limited, to the following equipment and/or supplies which must be in good, sanitary, and working condition at all times:

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wheelchair(s); folding stretcher(s); chairs; wall-mounted first-aid kit(s) (Industrial rated or larger); large medical cabinet(s); oxygen tank(s) with regulators; manual aspirator(s); manual resuscitator(s); splint(s); elevated treatment table(s); gurney stretcher(s) or equivalent transporter(s); and privacy walls.

**C. SUPERVISION:**

Contractor shall be responsible for supervision of all medical personnel reporting to it. One Contractor supervisor shall supervise no more than seven (7) Emergency Medical Technicians ("E.M.T.s"). In the event the audience attendance for the applicable Event, exceeds the number requiring seven (7) E.M.T.s, the eighth person must be an additional Contractor supervisor. The exception shall be any paramedic team summoned and employed by an ambulance company or a physician licensed by the State of Nevada.

**D. SCHEDULING NOTIFICATION:**

UNLV personnel shall provide Contractor at least forty-eight (48) hours prior notice of an upcoming Event. Contractor medical personnel shall report to Event location and begin providing Services at least fifteen (15) minutes prior to the scheduled opening of doors of an applicable Event, or as otherwise agreed to by the parties in writing (email acceptable), and shall continue to provide Services thirty (30) minutes following the end of an Event. Except in the event of a force majeure event, Contractor shall be given a minimum of sixteen- (16) hour notification of any change of schedule or cancellation of a scheduled Event. UNLV may request an extended stay at the end of an Event. The Contractor medical supervisor will be notified by a designated UNLV representative no later than at the beginning of the Event.

**E. AMBULANCE:**

No standby ambulance service will be required. If ambulance service is offered or provided by Contractor, it shall be provided by an ambulance company licensed within the County of Clark, under Southern Nevada Health District Emergency Medical Services Regulations, Sections 450B.200 and 450B.265.

**F. PERSONNEL:**

All medical personnel shall be fully licensed and certified by the Southern Nevada Health District as Emergency Medical Technicians - Basic or Emergency Medical Technicians - Intermediate. No other emergency medical personnel classification shall be allowed under this Contract. During the Term of the Contract, medical personnel shall receive continuing education training in new methods and procedures. All Contractor personnel shall be properly licensed and certified (as applicable), well-trained, and fit to perform all Services hereunder. Contractor shall not use any personnel whose license or certification (if required) is suspended or revoked.

**G. STAFFING:**

(1) Thomas & Mack Center/ Cox Pavilion and Sam Boyd Stadium: The number of emergency medical personnel crews requested shall be at the discretion of the Event Manager. Two such factors determining the number of Contractor personnel warranted will be the attendee expectation and the type of Event being held.

(2) University of Nevada, Las Vegas Campus: Staffing for Events held on UNLV campus, other than referenced in paragraph (1), shall be determined by mutual agreement between the Contractor and the requesting UNLV department/facility representative.

**H. INCIDENT REPORTS:**

Written records shall be maintained by the Contractor, including the Event, date of Event, patient's name, address, symptoms, treatment, recommendations to patient, disposition of patient, time reported, vital signs,

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the names of treating medical personnel, any other pertinent information, and any information required by applicable law or regulation. Copies of all medical incident reports are to be submitted to the designated UNLV personnel no later than fifteen (15) days after Event was held.

**I. REGULATIONS:**

Contractor shall abide by all state and county statutes, laws and ordinances relating to emergency medical services as they may apply. It shall be the responsibility of the Contractor to advise all of its personnel of any revisions of said regulations and the most current revisions shall prevail.

**J. EMERGENCIES:**

Any medical emergency beyond the level of endorsement of the Service of the E.M.T.- Intermediate certification shall be referred to a higher level of certified service. Any invasive treatment required for a patient must be administered only after telemetry communication has been established with a physician by Contractor. It shall be the responsibility of the physician or the paramedic team to provide more advanced treatment, as required. Any patient requiring ambulance transportation to a hospital shall be transported via an ambulance licensed by the Southern Nevada Health District to perform such services. Any expenses incurred for such ambulance service shall be the responsibility of the patient, not that of UNLV.

This Contract, together with all attachments, addenda, and exhibits, the IFB, the Contractor's Best and Final Offer (including all modifications, but not including any legal terms and conditions), and the Bid (including all modifications, but not including any legal terms and conditions) constitutes the entire agreement between the parties and supersedes all previous agreements, whether written or oral between the parties with respect to the subject matter hereof, whether express or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as in this Contract expressly set forth. In the event of conflict among any of the terms and conditions set forth in any of the preceding documents, the terms and conditions of such documents shall govern in the following order of precedence: (1) this Contract, (2) the IFB, (3) Contractor's Best and Final Offer (including all modifications, but not including any legal terms and conditions), and (4) the Bid (including all modifications, but not including any legal terms and conditions). Contractor agrees to be bound by any warranties and representations made by Contractor in the Bid and shall notify UNLV immediately if there are any material changes to the warranties and representations set forth by Contractor in its Bid, as applicable.

UNLV may, at its sole option, develop additional job-specific scopes of work ("Scopes of Work" or "SOW"). In the event that UNLV elects to request additional services from Contractor, additional scope, schedule, and compensation will be negotiated with Contractor. Nothing in this Contract shall be construed as guaranteeing Contractor that any additional Scopes of Work will be actually requested.

**ARTICLE III  
CONSIDERATION**

The amount to be paid to Contractor for work performed under this Contract is estimated to be \$125,000 per year, but UNLV is not required to purchase a minimum amount or quantity of work or Services hereunder.

**Event Pricing Structure:**

Spectator Coverage – Intermediate Life Support ("ILS") or Advanced Life Support ("ALS"), depending on the type of show or size of the show/Event that is sufficient to cover the fans/participants of the Event. Spectator coverage is at the sole discretion of UNLV.

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Amount of EMS personnel	2	4	5+P	7+P	9+P
Hourly Rate	\$40.00	\$72.00	\$110.00	\$120.00	\$140.00

\* P indicates advanced life support ambulance (paramedic)

Participant Coverage - dedicated to the participants of the Event and is always Advance Life Support ("ALS") capable with a paramedic. Participant coverage is at the sole discretion of UNLV.

Paramedic Ambulance Crew of 2	Additional EMT-Basic/Intermediate for Standby	Paramedic for Standby
\$70.00 per hour	\$ 25.00 per hour	\$35.00 per hour

Except as expressly provided for herein, all Contractor prices are inclusive of expenses.

Prices are to remain firm for the Initial Term of this Contract. In the event Contractor would like to request a price increase the following procedures apply.

- 1) Contractor should send a written notice requesting an increase a minimum of ninety (90) calendar days prior to the expiration of the then current Contract Term.
- 2) Contractor should submit with the request, supporting documentation which may include updated manufacturer's list prices, copies of applicable indexes, etc. Other documentation may be required.
- 3) Any allowable price increases will take effect at the beginning of the new Contract Term.
- 4) UNLV alone shall determine whether a price increase will be allowed for the applicable Renewal Term, but in no event shall any Renewal Term unit prices for any Services or materials increase by more than five percent (5%) above the price of the proceeding Term.
- 5) In the event of a decrease, Contractor is responsible for passing along the savings to UNLV.

Except as otherwise explicitly set forth in the Contract, all payment for Services may be invoiced upon the delivery of any applicable products/Deliverable(s) or the satisfactory completion of all Services requested during the Term, as applicable

All payments shall be made within thirty (30) days of acceptance of the related invoice. Should the acceptance of such invoices be in doubt, shall not be due any interest or penalty on any unpaid amounts.

**ARTICLE IV  
DEFAULT**

**A. DEFAULT BY CONTRACTOR**

UNLV shall provide Contractor written notice of any material breach of this Contract. Should Contractor fail to cure such material breach within ten (10) business days following receipt of written notice, UNLV shall have the right at its sole discretion, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses, and Contractor shall immediately refund UNLV a pro-rata amount of any advance or prepaid unearned monies. In case of default by Contractor, the UNLV reserves the right to hold Contractor responsible for any actual, consequential, and incidental damages.

**B. DEFAULT BY UNLV**

Contractor shall provide UNLV written notice of any material breach of this Contract. Should UNLV fail to cure such material breach within ten (10) business days following receipt of written notice, Contractor shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. Notwithstanding the foregoing, on the date of termination for a material breach by UNLV, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Notwithstanding anything to the contrary herein and regardless of choice of law, UNLV hereby asserts and shall be entitled to claim sovereign immunity and be entitled to all applicable liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.

**ARTICLE V  
INSURANCE, LIABILITY & INDEMNIFICATION**

**A. INSURANCE**

Contractor shall be fully responsible for and shall indemnify UNLV for any acts or omissions of any contractors, subcontractors, design builders, subdesign builders, architects, subarchitects, engineers, consultants, subconsultants, service providers, and vendors engaged by Contractor to perform any of the Services (collectively, "Subcontractor(s)"). Contractor (which for the purposes of this Article shall include Subcontractor(s)) is required, at its sole expense, to procure, maintain, and keep in force for the duration of this Contract, work, Services or event, the following insurance coverage conforming to the minimum requirements specified below unless a change is specifically agreed to in writing by UNLV. The required insurance shall be in effect on or prior to the commencement of the Contract, work, Services or event by Contractor and shall continue in force as appropriate until the latter of:

- Final acceptance, or
- Such time as the insurance is no longer required under the terms of this Contract.

**1) Commercial General Liability –**

- Must be on a per occurrence basis.
- Shall be at least as broad as Insurance Services Office ("ISO") form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, Subcontractors, completed operations, personal injury, products, and liability assumed under this Contract.
- Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

**2) Automobile Liability –** For Services not exceeding \$1,000,000 the minimum limit of liability required is a Combined Single Limit ("CSL") of \$500,000 per occurrence. For Services exceeding \$1,000,000 the minimum limit of liability required is a CSL of \$1,000,000 per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.

**3) Workers' Compensation - Employers Liability Limits** shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from UNLV. If providing services, Contractor shall provide proof of Workers' Compensation Insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

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- 4) **Professional Liability Insurance** - In addition to insurance requested in Section IV (B), proof of Professional Liability Insurance at the minimum amount of \$1,000,000 per occurrence and \$3,000,000.00 aggregate will be required.
- 5) **Subrogation** must be waived against "The Board of Regents of the Nevada System of Higher Education."
- 6) "The Board of Regents of the Nevada System of Higher Education" must be named as an Additional Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming NSHE/UNLV as an additional insured.
- 7) **Insurance maintained by Contractor** shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$5,000 per occurrence, unless otherwise specifically agreed to in writing by UNLV. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.
- 8) **Policy Cancellation / Change in Policies and Conditions Notifications**

Contractor shall:

- Have each of its insurance policies endorsed to provide ten (10) days' notice for non-payment of premium;
  - Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect UNLV without sixty (60) days' prior written notice to UNLV and the notices required by this paragraph shall be sent by certified mail to UNLV;
  - Send to UNLV a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to UNLV within three (3) business days upon its receipt;
  - Provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by UNLV; and
  - Immediately notify UNLV in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract's requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.
- 8) **Ensure the Primary Policy complies as follows-**
    - Contractor and parties contracting directly with UNLV must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
    - Any insurance or self-insurance available to UNLV shall be in excess of and non-contributing with any insurance required.
  - 9) **Ensure the Loss Policy complies as follows-** "The Board of Regents of the Nevada System of Higher Education" shall be named as loss payee as respects its interest in any property that Contractor has an obligation to insure on behalf of UNLV.
  - 10) **Ensure that its insurance policies be -**
    1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers acceptable to the State of Nevada and having agents in the State of Nevada upon whom service of process may be made; and
    2. Currently rated A.M. Best as A - IX or better.

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11) Provide Evidence of Insurance Requirements

Prior to the start of any work, Contractor must provide the following documents to UNLV:

- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of Contractor;
- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized Insurance company representative(s);
- Waiver of Subrogation Endorsement;
- Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and
- Loss Payee Endorsement.

**B. OFFICIALS, OFFICERS, AGENTS, REGENTS AND EMPLOYEES OF NSHE/UNLV NOT PERSONALLY LIABLE**

In no event shall any official, officer, regent, employee, or agent of NSHE/UNLV in any way be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made or in connection with this Contract.

**C. INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless NSHE/UNLV, its officers, regents, employees, and agents from and against any and all liabilities, claims, losses, demands, actions, causes of actions, fines, penalties, debts, lawsuits, judgments, costs and/or expenses, arising either directly or indirectly from any act or failure to act by Contractor or any of its officers, employees, agents, or Subcontractors, which may occur during or which may arise out of the performance of this Contract (collectively, "Claim(s)"). NSHE/UNLV will be entitled to employ separate counsel and to participate in the defense of any Claim at its sole discretion and expense. Contractor shall not settle any Claim or threat thereof without the prior written approval of NSHE/UNLV, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by NSHE/UNLV or admit or attribute to NSHE/UNLV any fault or misconduct.

**ARTICLE VI  
MISCELLANEOUS PROVISIONS**

**A. APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Contract. If sufficient appropriations and authorizations are not made by UNLV, this Contract shall terminate, without penalty, upon thirty (30) calendar days' written notice being given by UNLV to Contractor, and Contractor shall immediately refund UNLV any pre-paid or advance unearned payments it made to Contractor.

**B. ASSIGNS AND SUCCESSORS**

Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of UNLV. Notwithstanding the foregoing, Contractor shall be fully responsible to UNLV and shall indemnify UNLV for any acts or omissions of any Subcontractors hired by Contractor, regardless of whether UNLV consented to the use of any such Subcontractors.



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**C. COMPLIANCE**

Contractor warrants and agrees that it will at all times during the Term(s), comply with all applicable local, state and federal standards, codes, statutes and regulations, including, but not limited to, OSHA, EPA, ADA, HIPAA, and provide upon request, proof of compliance with the foregoing.

**D. CONFIDENTIALITY**

Contractor acknowledges and agrees that during the Term of this Contract, it may have access to nonpublic personal information relating to an identifiable individual (such as name, postal address, financial information, email address, telephone number, date of birth, Social Security number, or any other information that is linked or linkable to an individual) of UNLV alumni, employees, and students (collectively, "UNLV User Data"). Contractor acknowledges and agrees that UNLV User Data is highly sensitive and to afford it the maximum security Contractor can provide using commercially acceptable standards, no less rigorous than it protects its own customer and employee data. Contractor must abide by and agree to UNLV's Acceptable Use of Computing and Information Technology Resources Policy provided at <http://oit.unlv.edu/about-oit/policies>. Contractor agrees to comply with all applicable laws and regulations relating to privacy, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Gramm-Leach-Bliley Act ("GLBA").

To the extent applicable to this Contract, Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC 1320d ("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"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements.", including the Health Information Technology for Economic and Clinical Health Act ("HITECH") that was adopted as part of the American Recovery and Reinvestment Act of 2009. Contractor agrees not to use or further disclose any Protected Health Information (as defined in 42 USC 1320d), other than as permitted by HIPAA Requirements and the terms of this Contract. Contractor shall make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. If required by law, Contractor agrees to execute UNLV's HIPAA Business Associate Agreement ("BAA").

Contractor shall immediately inform UNLV by telephone at (702) 895-0400, by email at [informationsecurityoffice@unlv.edu](mailto:informationsecurityoffice@unlv.edu), and in writing at the notice address of any information security incident, suspected unauthorized access, or breach involving UNLV User Data of which Contractor becomes aware.

Contractor agrees to stipulate to an entry of injunctive relief without posting bond, in order to prevent or remedy a breach of this Section. Contractor acknowledges and agrees that any violation of this Section is a material breach of this Contract, and entitles UNLV to immediately terminate this Contract without penalty and receive a pro-rata refund of any prepaid unearned monies paid by UNLV. This Section shall survive termination of this Contract.

**E. DEBARMENT/SUSPENSION STATUS**

By signing the Contract, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Contractor agrees to provide immediate notice to UNLV in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term of this Contract.

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**F. EQUAL EMPLOYMENT OPPORTUNITY**

UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. By signing this Contract, Contractor certifies that it and its Subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, sex, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran's status, national origin, physical or mental disability, or any other factor protected by anti-discrimination laws, and that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Contractor or its Subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, UNLV may declare Contractor in breach of this Contract and immediately terminate this Contract, and Contractor shall immediately refund UNLV any prepaid or advance unearned monies that UNLV paid to Contractor.

**G. GOVERNING LAW**

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Contract, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Contractor expressly consents to the jurisdiction of said court.

**H. HEADINGS AND INTERPRETATION**

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof. The words "will" and "shall" denote a mandatory requirement or obligation. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular. The words "including," "including without limitation," and words of similar import shall not be deemed restrictive but rather shall be deemed illustrative examples.

**I. INDEPENDENT CONTRACTOR**

Contractor expressly agrees that Contractor's employees and/or Subcontractors shall not be treated or considered as the servants and employees of UNLV, it being the intention of the parties that Contractor shall be and remain an independent contractor, and that nothing contained in this Contract shall be construed inconsistent with that status. Contractor covenants and agrees to save and hold harmless UNLV from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of any applicable labor/employment codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said applicable codes, ordinances or otherwise.

**J. MODIFICATION**

No alteration, modification, amendment, or supplement to this Contract or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the parties.

**K. NOTICES**

Written notices required under this Contract shall be sent certified mail, return receipt requested, to:

UNLV as follows:                    Director of Purchasing and Contracts  
    University of Nevada, Las Vegas  
    4505 S. Maryland Parkway  
    Las Vegas, NV 89154-1033

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Contractor as follows:           MedicWest Ambulance, Inc.  
  9 West Delhi Ave.  
  North Las Vegas, NV 89032  
  Email: dshinn@medicwest.com

If Contractor provides an email address above, Contractor consents to accept legal notices by email.

#### **L. OWNERSHIP OF MATERIALS**

By signing this Contract, Contractor acknowledges that any materials and/or UNLV customer/user data that may result from its efforts, as related to this Contract, are the property of UNLV and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of UNLV. As applicable, Contractor shall provide good title to any applicable Deliverable(s) and Contractor shall execute any additional documents necessary to secure or renew UNLV's rights in and to any applicable Deliverable(s). Contractor warrants that it is either the owner of all methodologies used and/or Deliverable(s) transferred/licensed (as applicable) hereunder or that it has all appropriate licenses or permissions necessary to perform the Services and/or transfer/license the Deliverable(s) (as applicable).

#### **M. TAXES, LICENSES AND PERMITS**

It is the Contractor's responsibility to secure all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the Services to be performed hereunder. Contractor warrants and agrees that it is, and shall remain for the duration of this Contract, a duly organized, validly existing entity, in good standing, with all the requisite power, permissions, licenses, permits, franchise, insurance and authorities necessary to provide the goods and/or Services. UNLV is exempt from paying state, local and federal excise taxes as provided by Nevada Revised Statutes ("NRS"). The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 78.100(1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. Contractor certifies that it has a current Nevada business license or it is exempt, and agrees to provide immediate notice to UNLV in the event the license is no longer valid.

#### **N. TERMINATION FOR CONVENIENCE**

UNLV shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason by providing Contractor with thirty (30) calendar days' written notice. Such termination shall be effected by written notice from UNLV to Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Contractor shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by UNLV. In the event of such termination, UNLV agrees to pay Contractor within thirty (30) calendar days after acceptance of invoice.

#### **O. SEVERABILITY**

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

**P. USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING**

Contractor acknowledges and agrees that it shall not use the name of the Board of Regents of the Nevada System of Higher Education; University of Nevada, Las Vegas; Nevada State College; or any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, "Marks"). Contractor further acknowledges and agrees that the Marks are the sole property of NSHE and that it shall not use any of the Marks in its advertising, or in the production of any materials related to this Contract, without the prior written approval of UNLV.

**Q. WAIVER**

A failure or delay of either party to enforce at any time any of the provisions of this Contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.

**R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS**

- 1) UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns ("MWDBE") to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, UNLV supports finding opportunities for such MWDBE and local business concerns to participate as Subcontractors or Tier 2 suppliers in large contracts.
- 2) If the purchase of goods or Services is anticipated to exceed \$1,000,000 at any time during the life of the Contract, Contractor must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below). These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report must be available to UNLV by September 15<sup>th</sup> of the applicable Contract year, and should contain the following information:
  - a) The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged or Local Business Enterprise); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
  - b) A description of the goods or services purchased; and
  - c) The amount of expenditures with the Subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30).
- 3) Definitions:

Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives

(Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

Definition of Disabled Veteran Business Enterprise (DBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

#### **S. JOINDER**

Any governmental, state, or public entity within the State of Nevada may utilize this Contract at its option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting contract with the authorization of Contractor. NSHE/UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

#### **T. AUDIT**

Contractor agrees to maintain and preserve its books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or regulation. Upon UNLV's request, during the Term or for a period of two (2) years thereafter, Contractor shall in a timely manner, allow UNLV, UNLV's internal auditor or a third party auditor retained by UNLV to audit and analyze Contractor's compliance with the provisions of this Contract, and shall cooperate with any competent regulatory body and shall allow such other access to Contractor's premises and relevant records where required by legal processes or applicable laws or regulations.

#### **U. FITNESS FOR DUTY, INSPECTION, AND LOANED ITEMS OR FACILITIES**

Contractor shall ensure that it has engaged sufficient personnel with the expertise required for the successful provision of Services to comply with all the requirements set forth in the Contract or any applicable Scopes of Work or SOW. Contractor shall ensure that all Contractor personnel providing the Services (which shall

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Include Contractor principals and Subcontractors) shall: i) report for work in a manner fit to do their job when providing Services for UNLV or on UNLV owned, leased, or operated property ("Premises") and ii) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substances (as defined by NRS 453.146 or any applicable federal law or statute) when providing Services for UNLV or on UNLV Premises (except as properly prescribed to them by a physician and provided that it does not affect their ability to safely and proficiently provide the Services). Searches by UNLV representatives may be made of persons, personal effects, lockers, or other storage areas on UNLV Premises to detect evidence of unlawful substances or prohibited items which must not be brought onto UNLV Premises. Any supplies, equipment, tools, items, vehicles, carts, or facilities shall be loaned solely as a convenience to Contractor and are provided "as is" without any representations as to the condition, suitability for use, freedom from defect, or hazards.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the Effective Date.

**CONTRACTOR**

APPROVED:

BY:



MedicWest Ambulance, Inc.

12-08-17

Date

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

RECOMMENDED:

BY:



Desiree D. Reed, Athletic Director

12/11/17

Date

APPROVED:

BY:



Jean M. Vock, Vice President, Finance and Business/CFO

12/15/17

Date

AKO