

FILED

OCT 21 2020

Alana L. Johnson
CLERK OF COURT

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

IN THE ADMINISTRATIVE MATTER
RELATED TO THE LIMITED RE-OPENING OF
THE CLERK'S OFFICE, JURY TRIALS,
GRAND JURIES, SUBPOENAS, AND
SIGNATURE BLOCK FORMAT IN RESPONSE
TO COVID-19

Administrative Order: 20-22

On March 12, 2020, Governor Steve Sisolak issued a Declaration of Emergency in response to the COVID-19 pandemic. The next day, March 13, 2020, the President of the United States declared a nationwide emergency pursuant to Section 501(6) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207. To mitigate the spread of this deadly virus, the Centers for Disease Control recommends putting as much distance between people as possible and wearing face coverings. Governor Sisolak, in Directive 021, also recommends social distancing and mandates the wearing of face masks by employees interfacing with the public.

The Nevada Constitution provides in Article 3 § 1 that, "The powers of the Government of the State of Nevada shall be divided into three separate departments,—the Legislative,—the Executive and the Judicial; and no persons charged with the exercise of powers properly belonging to one of these departments shall exercise any functions, appertaining to either of the others, except in the cases expressly directed or permitted in this constitution." The Nevada Supreme Court has also found that "In addition to the constitutionally expressed powers and functions of each Department, (the Legislative, the Executive, and the Judicial) each possesses inherent and incidental powers that are

1 properly termed ministerial. Ministerial functions are methods of implementation to
2 accomplish or put into effect the basic function of each Department.” Galloway v.
3 Truesdell, 83 Nev. 13, 21, 422 P.2d 237, 243 (1967).
4

5 Rule 1.30(b) of the Rules of Practice for the Eighth Judicial District Court charges
6 the Chief Judge of the Eighth Judicial District Court with various responsibilities,
7 including supervising the administrative business of the District Court, ensuring the
8 quality and continuity of Court services, supervising the Court calendar, reassigning
9 cases as convenience or necessity requires, assuring the Court’s duties are timely and
10 orderly performed, and otherwise facilitating the business of the district court.

11 Following the March 12, 2020 Declaration of Emergency, the District Court, in
12 consultation with the Nevada Supreme Court, concurred with the Governor and exercised
13 its ministerial judicial powers. The District Court entered Administrative Orders 20-01
14 through 20-14 and 20-16 through 20-17 on an emergency basis. These Orders changed
15 Court procedures to minimize person-to-person contact and mitigate the risk associated
16 with the COVID-19 pandemic, while continuing to provide essential Court services. This
17 order continues the District Court’s response to the COVID-19 pandemic and allows the
18 business of the Court to go forward safely.
19

20 **Limited Re-Opening of the Clerk’s Office to In-Person Filing**

21 Under Administrative Order 20-17, the Clerk’s Offices at both the Regional
22 Justice Center and the Family Court were closed to in-person filing until further notice.
23 Beginning on Monday, October 26, 2020, both Clerk’s Offices will now be open for in-
24 person filing Monday through Thursday, 1:00 p.m. to 4:00 p.m. and on Friday, from 8:00
25 a.m. to 4:00 p.m. Litigants are still encouraged to file electronically. Documents may
26 still be mailed as follows:
27
28

///

1 District Court Civil/Criminal Division
2 Attn: Clerk's Office
3 Regional Justice Center
4 200 Lewis Ave.
5 Las Vegas, NV 89155

6 District Court Family Division
7 Attn: Clerk's Office
8 Family Court
9 601 N. Pecos Rd.
10 Las Vegas, NV 89155

11 The Clerk's office shall maintain a safety protocol for clerks tasked with opening
12 mail and handling paper documents.

13 **Jury Trials**

14 The District Court adopts the attached COVID-19 Jury Trial Plan for safely
15 resuming jury trials. As part of the plan, certain courtrooms have been re-configured to
16 accommodate social distancing and install plexiglass physical dividers. As outlined in
17 Administrative Order 20-17, trials beginning with criminal cases involving interstate
18 compact issues and criminal cases in which the defendant has invoked speedy trial rights
19 will be prioritized. After those cases, the priority will be civil cases with preferential trial
20 settings; older in-custody criminal cases; and older civil cases, particularly those with
21 NRCP 41(e) timeline concerns.

22 **Subpoenas**

23 Attorneys no longer must obtain advance approval from the discovery
24 commissioner to issue subpoenas under NRCP 45. The subpoena provision found in AO
25 20-17 is rescinded. Attorneys are reminded to notice and provide a copy of the subpoena
26 to other parties before service under NRCP 45(a)(4)(A). The District Court expects
27 attorneys to cooperate when there are difficulties in obtaining documents due to issues
28 arising from COVID-19.

Grand Juries

The three currently existing grand juries will remain and continue to hear cases until further notice.

Formatting of Electronic Signature Block for Proposed Orders

Proposed orders sent to a department's inbox as outlined in AO 20-17 need only include a blank line for the judge's signature, e.g. _____. Orders do not need a date, judge's name, or judge's title. Sufficient space should be allowed above and below the signature line for the judge's signature and the electronic stamp including date, title, and name of the judge.

Final Provisions

This order shall be reviewed no later than every 30 days and shall remain in effect until modified or rescinded by a subsequent order.

Dated this 21st day of October, 2020



02A 641 C73B D45E
Linda Marie Bell
District Court Judge



Eighth Judicial District Court COVID-19 Jury Trial Plan September 28, 2020

The Eighth Judicial District Court (EJDC) is committed to safely resuming jury trials in Clark County in order to fulfill the court's responsibility of providing fair and timely administration of justice. During the COVID-19 pandemic, jurors must be given reasonable assurance of their safety before participating in the jury process. As such, the EJDC has worked closely with several entities, including Clark County, University Medical Center (UMC), the State of Nevada's Division of Health and Human Services (DHHS), and the Southern Nevada Health District (SNHD), to develop and implement a comprehensive plan that will allow the court to resume its in-person jury operation. This plan is designed to instruct judges and court staff on how to conduct an in-person jury trial in a manner that minimizes risks to all participants by taking every reasonable precaution that has been recommended by our community health care partners.

A. Pretrial Juror Communication

The Jury Commissioner will mail a letter accompanying the jury summons advising all prospective jurors of the COVID-19 safety protocols contained in this plan (Exhibit 1). The letter will further include an advisement regarding the availability of a hardship deferral or excusal for COVID-19 related reasons. Prospective jurors who are experiencing symptoms, feeling sick, or have been exposed to COVID-19 will be advised to NOT report for jury duty. Prospective jurors who are considered high risk, such as persons 65 years of age or older or persons with underlying medical conditions which place the person at risk will be eligible for a deferral.

The information contained in this directive will be posted on the District Court's website and social media accounts and will be sent to the State and County bar associations and media outlets by the Court Information Officer.

B. Face Coverings

All jurors, witnesses, and trial participants entering the courthouse will be required to wear a face covering at all times while in the building except when eating or drinking during breaks. Personal cloth face coverings and surgical masks will be allowed. If an individual does not have a face covering upon entry the marshals will provide one at no cost. Face coverings must fully cover the nose and the mouth and may not have vents. Additionally, while face shields are permissible, they must be worn in conjunction with a face covering.

C. Jury Pools

The Jury Commissioner will summons a reduced number of citizens to field a sufficient amount of jurors for a venire not to exceed 55 prospective jurors at any one time. The Jury Commissioner will closely monitor reporting trends and make any adjustments to the jury pool as is necessary.

D. Juror Questionnaires

In addition to the biographical and qualification questionnaires that are already being administered to prospective jurors, a new standard supplemental questionnaire will be added (Exhibit 2). The supplemental questionnaire will seek information to help shorten the jury selection process by allowing the court and counsel to pre-screen prospective jurors for issues related to undue hardship, extreme inconvenience, and overall fitness to serve.

The supplemental questionnaire will include COVID-19 questions that will allow prospective jurors to reflect on whether they believe they can safely serve as a juror. The jury summons will include a due date and instructions for the prospective juror to complete the questionnaires online. Non-responsive prospective jurors may receive a reminder notice requesting compliance.

E. Juror Assembly and Reporting

The doors to the jury assembly room will open no earlier than 7:45 a.m. Before entering the jury room, jury services personnel will ensure each prospective juror undergoes a temperature check and answer the Centers for Disease Control and Prevention (CDC) approved COVID-19 screening questions.¹ Any person who answers yes to any of the screening questions or has a temperature of 100.4 degrees or above will not be permitted in the room. Prospective jurors will be checked-in by jury services staff and provided a prospective juror sticker. Prospective jurors will be seated on socially distanced chairs in the jury assembly room (Exhibit 3). Appropriate facial coverings must be worn continuously at all times. A maximum of 55 prospective jurors will be allowed in the jury room at one time. Hand sanitizer stations will be

¹ <https://www.cdc.gov/screening/paper-version.pdf>

available for use by all trial participants throughout the jury room and courthouse, as will other PPE such as disposable masks, gloves, and cleaning supplies.

F. Jury Selection

Jury selection will be scheduled to begin at 9:00 a.m. Court staff, attorneys, and parties will enter through the rear hallway of the jury assembly room at that time. The marshal will conduct temperature checks for all attorneys, court staff and out of custody parties prior to entering. Voir dire will be conducted in the jury services room in order to comply with the court's social distancing policy. If cloth seats must be used, prospective jurors will remain in the seats throughout jury selection. If microphones are used during jury selection, they will either be disinfected after each use, or the court will use disposable microphone covers. Attorneys must conduct voir dire from their seat.

The judge should consider whether to empanel extra alternate jurors. COVID-19 configured courtrooms have room for 15 jurors. Once a jury panel is selected, the trial will move to a COVID-19 compliant courtroom. For criminal trials with in-custody defendants, once jury selection has been completed, the trial will recess for the day and reconvene the following day.

G. COVID-19 Compliant Courtroom

District Court jury trials, other than short trials, in the Regional Justice Center will only be conducted in re-configured courtrooms capable of accommodating six feet of social distancing between trial participants (Exhibit 3). Physical modifications will include removing barriers to create more open space. In areas where six feet of social distancing is not possible, such as the judge's bench, witness stand, counsel tables, and court staff desks, plexiglass physical dividers will be installed.

Additional video monitors, microphones, and other forms of technology will be added to ensure trial participants can clearly see and hear the proceeding. If microphones are used, they will either be disinfected after each use, or the court will use disposable microphone covers.

Short trials may be conducted in courtrooms capable of social distancing all trial participants. Short trials must otherwise be conducted pursuant to this plan.

H. HVAC Augmentation

Consistent with the recommendations from our health care partners (Exhibit 4), the court will work with Clark County Real Property Management to enhance the air quality and air disinfection within the courthouse. This will include, increasing airflow/air exchanges,

introducing 30% humidity (if necessary), upgrading air filters to no less than MERV 13 rating, and installing a Synexis Dry Hydrogen System² in the jury room and courtrooms.

I. Environmental Cleaning

Consistent with the recommendations from our health care partners (Exhibit 4), the court will work with Clark County Real Property Management to enhance the environmental sanitation in the Regional Justice Center. This will include, the use of disinfectant cleaner with lower dwell times (1 minute), increasing porter services throughout the day to continuously disinfect high touch surfaces i.e. (elevator buttons, escalator handrails, restroom spaces, etc.), and providing individual antibacterial cleaning wipes for all trial participants to wipe high touch areas during breaks to increase frequency and surface cleaning.

J. Infection Control

Consistent with the recommendations from our health care partners (Exhibit 4), the court will work with Clark County Real Property Management to enhance Regional Justice Center's infection controls. This will include, replacing cloth chairs with cleanable material, adding hand sanitizer stations at all entrances with >60% alcohol, adding plexiglass dividers as described in Section (F), and additional signage to encourage hand washing and symptoms review.

K. Courtroom Protocol

The judge is responsible for ensuring that all health and safety protocols described in this COVID-19 Jury Trial Plan are followed. The judge should encourage jurors, trial participants, and court staff to avoid attending large gatherings until the trial is completed.

To make the best use of available court space, trials should run from no later than 9:00 a.m. until 5:00 p.m. Due to overtime restrictions on court personnel and limited detention services personnel trial may not continue past 5:00 p.m. Court administration will work with the assigned trial judge to ensure that the judge's other calendars are covered.

At the beginning of each trial day, before entering the courtroom, the judicial marshal will ensure court staff, jurors, attorneys, and out of custody parties answer the CDC approved COVID-19 screening questions and complete a temperature check. Any person who answers yes to any of the screening questions or has a temperature of 100.4 degrees or above will be directed to be tested according to Section R. Court staff will wipe down the witness stand and chair in between witnesses. The Elmo and lectern will also be wiped down by court staff in between each use. Furniture, including chairs, may not be moved or added. Jurors and trial participants should be reminded not move their chairs. Only one person is permitted in each plexiglass divided space.

² The [Synexis DHP](#) technology continuously uses dry hydrogen peroxide (DHP) to reduce levels of harmful bacteria and viruses, along with fungi, and mold in occupied spaces.

No food or beverage may be consumed while trial is in session. Judges are encouraged to take frequent breaks – approximately every hour. Frequent breaks will allow jurors to stay hydrated and will help prevent overcrowding in the restroom.

Seated jurors will be provided the option to have a clear face shield to wear in addition to their masks for added protection. Jurors will be provided a sanitized departmental juror badge. Jurors will also receive a new, unused notepad, and a new, unused pen. The jurors will leave the pen, pad, and juror badge at their seats each evening. When the trial is over, the juror may keep the pen and notepad, after removing any notes or the pens and notepads will be disposed.

To maintain social distancing, attorneys will be provided a headset system to have private, confidential communication with co-counsel and any client. Attorneys and parties may not lean back beyond the plexiglass divider to communicate.

L. In Court Identification

Face covering may not be removed for the purposes of identification. Attorneys may use photographs, video, or any other appropriate means if identification of a person wearing a mask is insufficient.

M. Trial Exhibits

Exhibits may only be submitted electronically unless otherwise permitted by the trial judge. If paper or physical evidence is determined to be necessary, disposable gloves must be used by all trial participants handling the exhibits.

N. Bench Conferences

Judges and attorneys will move to the designated jury deliberation room where social distancing may be maintained and a record may be made for any discussions required outside the presence of the jury.

O. Jury Deliberation and Meals

Jury deliberation rooms in the courthouse will not be used at this time due to their limited size. Instead, jury deliberations will be conducted in the courtroom or an adjacent courtroom where jurors can be safely socially distanced. Due to overtime restrictions on court personnel and limited detention services personnel, deliberations must not continue past 5:00 p.m. If jurors need more time they will need to return the following day.

Juror meals provided by the court during deliberation will be individually prepared meals rather than buffet style to reduce the risk of exposure. Meals will be provided in the courtroom so that jurors may remain socially distanced.

P. Juror Checks

During this time jurors will be unable to collect checks at the completion of their juror services. Check will be mailed.

Q. Public Access

The public must be provided access to view open court proceedings. As such, District Court IT will provide live streaming access to any open public trial proceeding. No in-person spectators will be permitted in the courtroom. During trial of an in-custody defendant, the judicial marshal will ensure that the courtroom doors remain locked while court is in session. At any time during trial, the judge may order live streaming to be turned to “audio only” should it be deemed necessary for the safety and security of a witness.

R. Infection/Exposure Event Protocol

The EJDC and UMC have entered into a COVID-19 Testing Services Agreement (Exhibit 5). This agreement will provide onsite COVID-19 rapid testing to all trial participants, including jurors, attorneys, and court personnel, who are developing symptoms during a trial or to those who report a potential exposure.

Upon a trial participant notifying the court of symptoms or exposure, the judge will instruct the marshal to escort the individual to the Point of Contact (POC) rapid testing site located on the 3rd floor of the courthouse. The marshal will contact UMC and request for a UMC qualified healthcare provider to be dispatched to the courthouse to administer the test (Exhibit 6). All individuals undergoing a test will be asked to sign an Informed Consent and an Authorization for Release form prior to being tested. In addition to the rapid POC test, a sample will also be taken from the individual for a more definitive Polymerase Chain Reaction (PCR) test which will be given priority level testing by UMC’s laboratory to ensure an expedited return.

If the POC rapid test returns as negative, the health care provider will evaluate the individual and provide the court with a recommendation on whether to resume or suspend the trial. If the individual tests positive for either the POC or PCR test, the trial will be immediately suspended by the judge.

For any positive test result, the court will contact the SNHD Office of Public Health Preparedness who will assign the matter to the Office of Epidemiology and Disease Surveillance for an expedited investigation (Exhibit 7). The marshal or court staff will need to prepare a contact tracing list of all individuals in the courtroom and provide the completed list to SNHD via email to [REDACTED] (Exhibit 8).

The disease investigator assigned to the matter will determine the size, scope, and scale of the exposure, perform contact tracing, and make recommendations to the court regarding a timeline for the trial’s safe resumption in accordance with CDC guidelines.

If the trial involves an in-custody defendant, the marshal will notify detention services personnel of the infection/exposure.

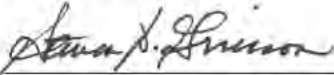
Dated this 19th day of October, 2020

Reviewed, approved, and authorized by:



88A C98 0895 EBA5
Linda Marie Bell, Chief Judge
Eighth Judicial District Court
District Court Judge

Date



Steven D. Grierson, Court Executive Officer
Eighth Judicial District Court

10/19/2020

Date

EXHIBIT 1

Letter to Prospective Jurors



EIGHTH JUDICIAL DISTRICT COURT
JURY SERVICES
REGIONAL JUSTICE CENTER
200 LEWIS AVE
LAS VEGAS NV 89155-2330
TEL: (702) 455-4472 FAX: (702) 671-4515

Dear Prospective Juror:

We want to thank you in advance for your service to the community and provide you an update on a number of changes you will notice when reporting for jury duty. Your safety is our number one priority.

On March 13, 2020, the court issued Administrative Order 20-01 which suspended all jury trials in the Eighth Judicial District Court due to the COVID-19 pandemic. Since that time, we have worked closely with the Southern Nevada Health District (SNHD) and the University Medical Center (UMC) to develop a protocol that will allow us to safely resume jury trials in Clark County. We will be taking several steps to protect you during your visit to the Regional Justice Center, such as:

- An expedited courthouse entrance for prospective jurors on the south side of the courthouse;
- All individuals entering the courthouse will be required to wear a face covering. Personal cloth face coverings and surgical masks will be allowed. If an individual does not have a face covering upon entry the Marshals will provide one at no cost. Face coverings must fully cover the nose and the mouth and may not have vents. Additionally, while face shields are permissible, they must be worn in conjunction with a face covering;
- A maximum of 55 prospective jurors will be permitted in the jury room at one time and we have pre-arranged socially distanced seats at least six feet apart per the CDC guidelines;
- Before entering the jury room, all persons will be screened for COVID-19 symptoms and exposure by answering CDC Screening questions. Temperature check will be performed during all stages of trial and we will excuse any juror who has a temperature of more than 100.4 degrees;
- Increased Air Flow/Air Exchanges/Humidity for the jury assembly room and courtrooms;
- Synexis Dry Hydrogen Peroxide System will be utilized for air disinfection; and,
- All commonly used areas and surfaces will be frequently cleaned and disinfected.

Prospective jurors who are feeling sick, or have been exposed to COVID-19, or persons who are considered high risk, such as persons 65 years of age or older or persons with underlying medical conditions which place the person at risk will be eligible to defer their jury service to a later date. Excusals are limited to prospective jurors who have medical documentation confirming their inability to serve.

Please go online to eJuror.clarkcountycourts.us to complete the qualification and biographical questionnaires. This will help shorten the selection process and may result in your immediate excusal based on your responses. The qualification and biographical questionnaires must be completed no later than two weeks before your reporting date. If you are unable to complete the process online, please contact us at 702-455-4472.

The Court appreciates your participation in this important process and commends you for upholding your civic duty of jury services during these challenging times.

Sincerely,


Linda Marie Bell
Chief Judge, Eighth Judicial District Court

EXHIBIT 2

Supplemental Jury Questionnaire

http://www.jury8.clarkcountycourts.org/3000/ Juror

A Clearview Jury Edit Single Juror Group Suggested Sites Web Store Gallery Xerox Services Client Supp...

 **Eighth Judicial District Court**
CLARK COUNTY NEVADA

Evangelline Fannell, Group =3000, Juror ID=105822741 [Logout](#)

Questionnaire

TO THE PROSPECTIVE JUROR:


You have been placed under oath. Please answer all questions truthfully and completely, as though the questions were being asked of you in open court. It is imperative that you answer these questions as soon as possible. Please note that answering these questions now will decrease the amount of time you actually spend at the courthouse. Leaving an answer blank will cause the attorneys to have to go through the questions with you one by one in front of the prospective jurors when you get to the courthouse, thus taking much more time. Also, during later questioning by the Court and the attorneys, you will be given an opportunity to explain or expand upon any answers if necessary.

All questions asked, whether by way of this questionnaire or by oral examination, are intended to facilitate the selection of a fair and impartial jury to hear this case. The answers provided in response to the written questions will be made available to counsel for both the State and the Defendant. Your answers will also become part of the Court's permanent record and, therefore, a public document.

As you answer the questions that follow, please keep in mind that every person is fully entitled to his or her opinions and feelings. There are no "right" or "wrong" answers. Your answers will be used solely in the selection of a jury for this case and for no other purpose. Complete answers are far more helpful than incomplete answers because they make long and tiresome questioning unnecessary, thereby shortening the time it takes to select a jury.

You are instructed not to discuss this questionnaire or any aspect of this case with anyone, including other prospective jurors. You are further instructed not to view, read or listen to any media account of these proceedings.

Chief Judge, Linda Bell



http://www.jury8.clarkcountycourts.org/3000/ Juror

A Clearview Jury Edit Single Juror Group Suggested Sites Web Store Gallery Xerox Services Client Supp...

Name *

Badge # (from your summons) *

Place of Birth *

COVID-19 QUESTIONS

1. The Court will be implementing procedures to maintain physical distance and minimize the potential exposure to the novel coronavirus (also known as COVID-19) in the courtroom. Even with these precautions, do you have concerns related to COVID-19 that would affect your ability to serve as a juror? *

No ☐

clearviewjury.com

12. Under our criminal justice system, certain principles apply in every criminal trial. They are:

enforcement? * Yes

Can you still be a fair and impartial juror? * Yes

12. Under our criminal justice system, certain principles apply in every criminal trial. They are:

- a. That the charging document filed in a criminal case is merely an accusation and is not evidence of guilt;
- b. That the defendant is presumed innocent; and
- c. The State must prove that defendant is guilty beyond a reasonable doubt.

Do you understand and believe in these concepts? * Yes

PRIOR JURY SERVICE

13. Have you ever served on a jury or grand jury? * No

QUESTIONS REGARDING RACIAL PREJUDICE

14. Have you ever had prejudiced thoughts about another person based on their racial background, even if those thoughts made you feel uncomfortable or uneasy? * No

15. Do you believe that you have ever been a victim of racial or ethnic prejudice? * No

16. If your answer was yes to questions 14 or 15, does this affect your ability to be a fair and impartial juror? * No

CONCLUDING QUESTIONS

17. Is there any reason you cannot serve on this jury? * Yes

at my office; no one else can do my job.

Please explain:

18. Is there anything you feel is important that may not have been asked in this questionnaire? * Yes

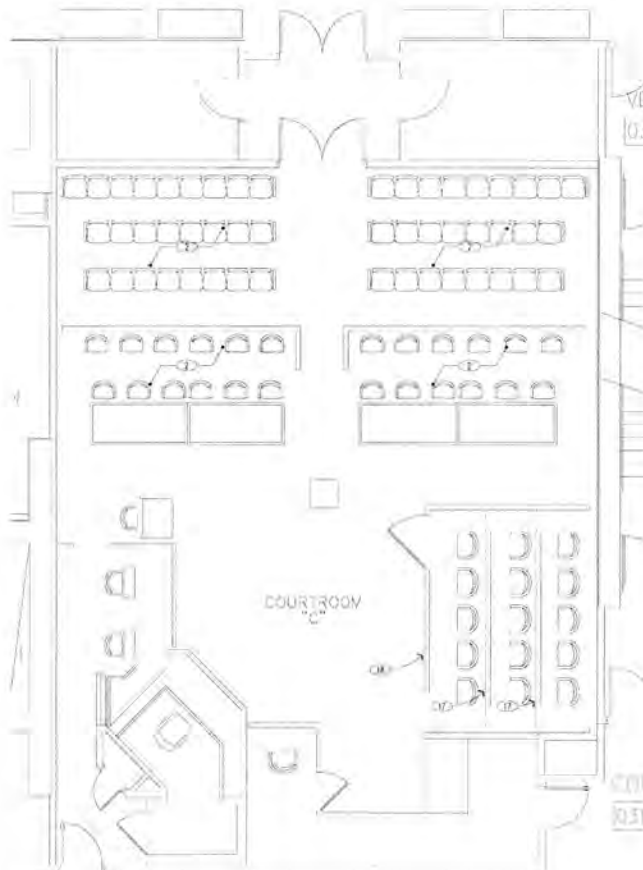
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Please explain:

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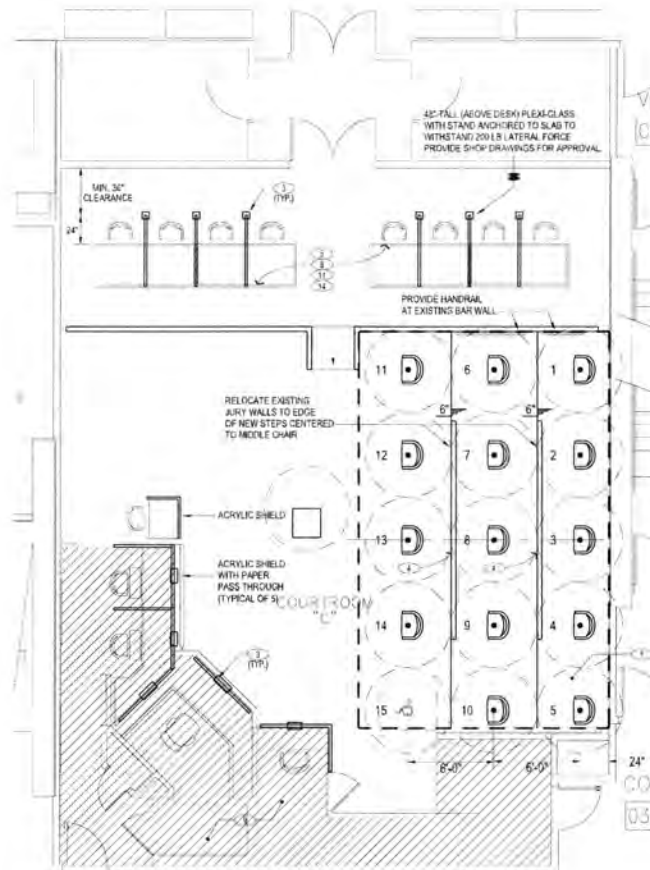
EXHIBIT 3

COVID-19 Compliant
Jury Assembly Room and Courtrooms Drawings



EXISTING FURNITURE PLAN

SCALE: 1/4" = 1'-0"

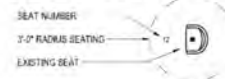


NEW FURNITURE PLAN

SCALE: 1/4" = 1'-0"

COVID-19 SEATING ARRANGEMENT

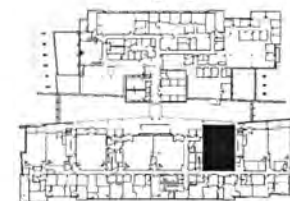
(BASED ON 6'-0" OF PERSONAL SEPARATION)



GENERAL NOTES

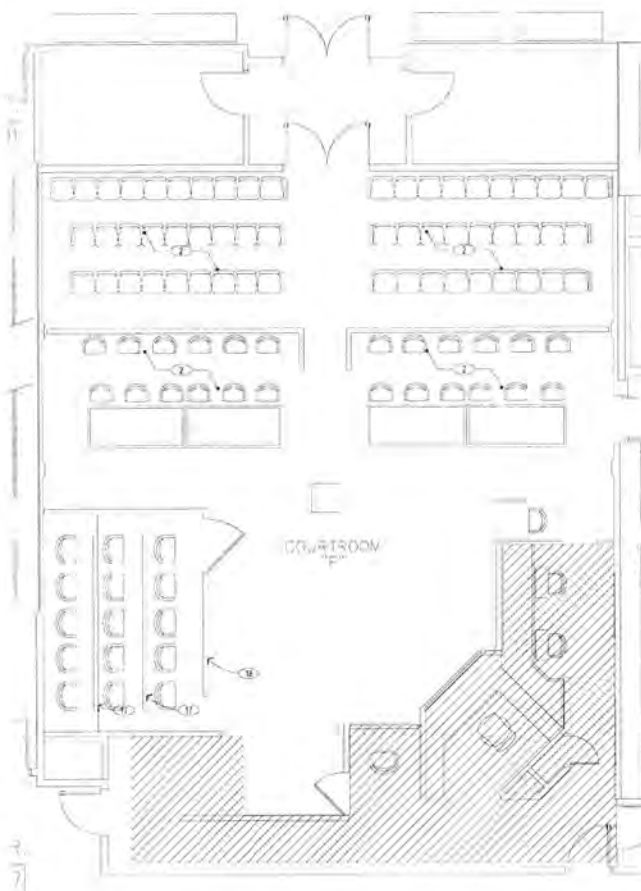
1. CONTRACTOR TO USE EXISTING PLATFORM FOR POINT OF CONNECTION TO EXTEND NEW PLATFORM. NO DEMO OF EXISTING PLATFORM.
2. CONTRACTOR TO STORE ALL EXISTING CHAIRS NOT TO BE REUSED AS INDICATED ON NEW FURNITURE PLAN. STORE AT 333 S 3RD STREET.
3. CONTRACTOR TO PROVIDE ACRYLIC "SNEEZE" GUARDS AT JUDGES BENCH AND LAY TABLES. PROVIDE SHOP DRAWING FOR APPROVAL.
4. BUILD TIERED PLATFORM FOR JURY SEATING. EXTEND JURY BOX TOWARD BAR WALL TO ALLOW 6-FOOT DIAMETER FOR COVID-19 SOCIAL DISTANCING. RECARPET AREA (188 SF).
5. JAVIS & STURGEON WILL PROVIDE SURFACE MOUNTED WIRING (WIRE MOLD) FOR LOW VOLTAGE, POWER, ETC. REQUIREMENTS AT LAY TABLES.
6. OWNER TO PROVIDE CARPET STOCK MATERIALS TO CLOUD CARPET (TOTAL: 100 SQ YARDS X 2 = 200 SQ YARDS) FOR INSTALLATION, REMOVE AND DISPOSE OF EXISTING CARPET.
7. OWNER'S ARCHITECT TO PREPARE DEMO AND TENANT IMPROVEMENT PLANS FOR CLV PERMITTING.
8. RELOCATE POWER AND DATA FOR JAVIS EQUIPMENT LAY TABLES. STURGEON & JAVIS NOTION IS TO USE EXISTING FLOOR BOXES AS JUNCTION POINTS AND EXTEND THROUGH BAR WALLS TO HOOKUP LAY TABLES AND JURY MICROPHONES BY JAVIS.
9. CROSS HATCHED AREAS REPRESENT EXISTING JUDGES BENCH NOT IN CONTRACT. ACRYLIC SHIELDS ARE PART OF SCOPE.
10. STURGEON & JAVIS NOTION IS TO TERMINATE POWER/DATA IN JURY BOX WALLS INTO FLOOR BOXES. TEMPORARILY RELOCATE DEMOGAP POWER/DATA INTO FLOOR BOXES.
11. LAY TABLES TO SIT FOUR ATTORNEYS.
12. WORK HOURS: STARTING 8:00 PM TO 2:00 AM.
13. PROJECT TO INCLUDE PREVAILING WAGES AND SALES TAXES.
14. RELOCATE LAY TABLES AND ASSOCIATED JAVIS EQUIPMENT BEHIND EXISTING BAR WALLS.
15. N/A.
16. CONTRACTOR TO PROVIDE POST FOR POSITIVE ATTACHMENT TO CONCRETE FOR MICROPHONE STANDS.
17. CONTRACTOR TO PERFORM SELECTIVE DEMO OF JURY BOX PONY WALLS.
18. REMOVE AND STORE AT OWNER LOCATION WITHIN 5 MILES FOR LATER USE.

KEYPLAN



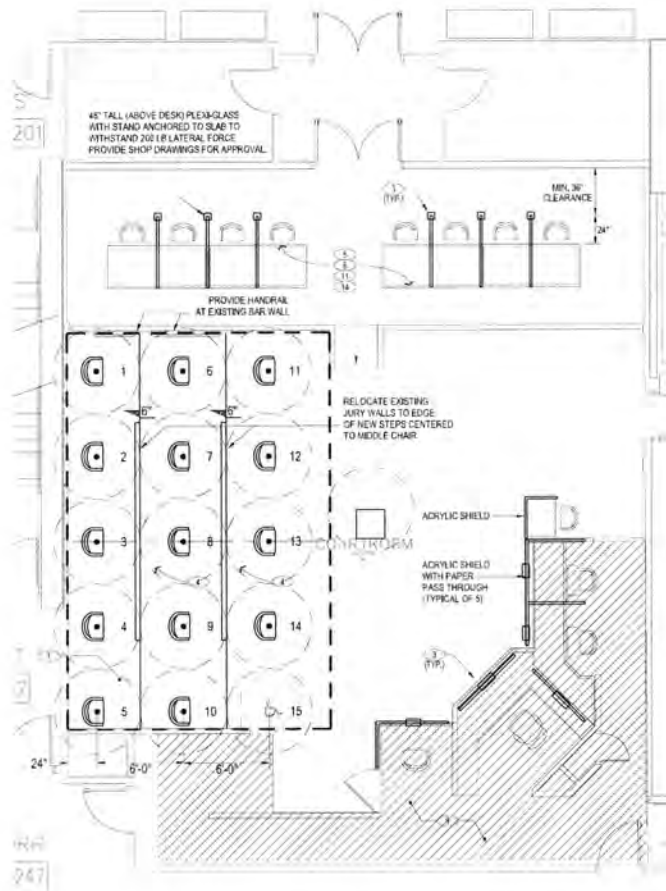
CLARK COUNTY
DEPARTMENT OF REAL PROPERTY MANAGEMENT
DESIGN & CONSTRUCTION DIVISION
503 S. GRAND CENTRAL PARKWAY
LAS VEGAS, NEVADA
(702) 455-4977

REGIONAL JUSTICE CENTER, THIRD FLOOR
COURTROOMS 3C & 3F REMODEL
250 LEWIS AVE., LAS VEGAS, NV 89101
EXISTING & NEW FLOOR PLAN FOR COURTROOM 3C
April 2020



EXISTING FURNITURE PLAN

SCALE: 1/4" = 1'-0"



NEW FURNITURE PLAN

SCALE: 1/4" = 1'-0"

COVID-19 SEATING ARRANGEMENT

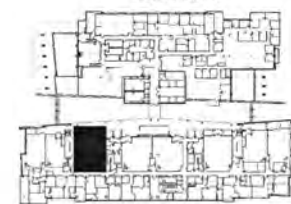
(BASED ON 6'-0" OF PERSONAL SEPARATION)



LEGEND



KEYPLAN



GENERAL NOTES

1. CONTRACTOR TO USE EXISTING PLATFORM FOR POINT OF CONNECTION TO EXISTING NEW PLATFORM. NO DEMO OF EXISTING PLATFORM.
2. CONTRACTOR TO STORE ALL EXISTING CHAIRS NOT TO BE REUSED AS INDICATED ON NEW FURNITURE PLAN. STORE AT 233 S 3RD STREET.
3. CONTRACTOR TO PROVIDE ACRYLIC "SNEEZE" GUARDS AT JUDGES BENCH AND LAW TABLES. PROVIDE SHOP DRAWING FOR APPROVAL.
4. BUILD TIRED PLATFORM FOR JURY SEATING. EXTEND JURY BOX TOWARD BAR WALL TO ALLOW 6'-0" DIAMETER FOR COVID-19 SOCIAL DISTANCING. RECARPET AREA (188 SF).
5. JAVIS & STURGEON WILL PROVIDE SURFACE MOUNTED WIRING. WIRE MOLD FOR LOW VOLTAGE, POWER, ETC. REQUIREMENTS AT LAW TABLES.
6. OWNER TO PROVIDE CARPET STOCK MATERIALS TO CLOUD CARPET (TOTAL: 190 SQ YARDS X 2 = 220 SQ YARDS) FOR INSTALLATION. REMOVE AND DISPOSE OF EXISTING CARPET.
7. OWNER'S ARCHITECT TO PREPARE DEMO AND TENANT IMPROVEMENT PLANS FOR CLV PERMITTING.
8. RELOCATE POWER AND DATA FOR JAVIS EQUIPMENT/LAW TABLES. STURGEON & JAVIS NOTION IS TO USE EXISTING FLOOR BOXES AS JUNCTION BOXES AND EXTEND THROUGH BAR WALLS TO HOOKUP LAW TABLES AND JURY MICROPHONES BY JAVIS.
9. CROSS HATCHED AREAS REPRESENT EXISTING JUDGES BENCH NOT IN CONTRACT. ACRYLIC SHIELDS ARE PART OF SCOPE.
10. STURGEON & JAVIS NOTION IS TO TERMINATE POWER/DATA IN JURY BOX WALLS INTO FLOOR BOXES. TEMPORARILY RELOCATE DEVICAP POWER/DATA INTO FLOOR BOXES.
11. LAW TABLES TO SET FOUR ATTORNEYS.
12. WORK HOURS: STARTING 6:00 PM TO 2:00 AM.
13. PROJECT TO INCLUDE PREVAILING WAGES AND SALES TAXES.
14. RELOCATE LAW TABLES AND ASSOCIATED JAVIS EQUIPMENT BEHIND EXISTING BAR WALLS.
15. N/A.
16. CONTRACTOR TO PROVIDE POST FOR POSITIVE ATTACHMENT TO CONCRETE FOR MICROPHONE STANDS.
17. CONTRACTOR TO PERFORM SELECTIVE DEMO OF JURY BOX PONY WALLS.
18. REMOVE AND STORE AT OWNER LOCATION WITHIN 5 MILES FOR LATER USE.

CLARK COUNTY
DEPARTMENT OF REAL PROPERTY MANAGEMENT
DESIGN & CONSTRUCTION DIVISION
500 S. GRAND CENTRAL PARKWAY
LAS VEGAS, NEVADA
(702) 458-4977

REGIONAL JUSTICE CENTER, THIRD FLOOR
COURTROOMS 3C & 3F REMODEL
220 LEVINS AVE., LAS VEGAS NV 89101
EXISTING & NEW FLOOR PLAN FOR COURTROOM 3F
JAN 2020

EXHIBIT 4

UMC Recommendations



Mason VanHouweling, Chief Executive Officer

August 19, 2020

Steve Grierson
Clark County Courts

RE: Re-opening courtrooms for Jury Trials

COVID 19 HVAC Augmentation suggestions for the Regional Justice System- courtroom re-opening:

1. Consider increasing Air Flow/Air Exchanges for Jury Holding Area and Court Rooms.
2. UMC concurs with up-grading air filters to MERV 13 rating.
3. Consider introducing 30% Humidity into Jury Holding Area/Court Rooms.
4. Consider installing Dry Hydrogen System for Jury Holding Area/Court Rooms (Contact for Dry Hydrogen System: SMS Mechanical, Jason Hales 702-445-6654).
5. Consider installation of additional plexiglass around Jury Box area in Court Rooms.

COVID 19 EVS suggestions for the Regional Justice System- courtroom re-opening:

1. Use of disinfectant cleaner with lower dwell times (1 minute) other than current Quat disinfectant used by janitorial group.
2. Recommend increase of porter services throughout the day to continuously disinfect high touch surfaces i.e. (elevator buttons, elevator handrails, restroom spaces etc.)
3. Use of individual antibacterial toiles for all jurors and members assigned to the case; constant encouragement of wiping high touch areas during breaks to increase frequency of space cleaning and or assign a porter to the area to disinfect during breaks if possible.

COVID 19 Infection Control suggestions for the Regional Justice System- courtroom re-opening:

1. Replace cloth chairs with cleanable material.
2. Add hand sanitizer at all entrances with >60% alcohol.
3. Add plexi-glass divider between judge and recorder in holding area.
4. Cleaning and Disinfection of surfaces at least daily with EPA disinfectant claim against Coronavirus.
5. Daily signs and symptoms review for anyone in the court room, not just jurors.
6. Add language to juror information to discourage attending large gatherings during trial.

Sincerely,

A handwritten signature in cursive script that reads "Mason VanHouweling". The signature is written in dark ink on a light background.

Mason Van Houweling, CEO

EXHIBIT 5

Testing Services Agreement

TESTING SERVICES AGREEMENT

This Testing Services Agreement ("Agreement") made this 15 day of September 2020 is by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("PROVIDER") and THE EIGHTH JUDICIAL DISTRICT COURT OF CLARK COUNTY, NEVADA (CLIENT").

WHEREAS, PROVIDER agrees to provide CLIENT, CLIENT's employees, and individuals engaged in trial proceedings at CLIENT's facilities (for purposes of this Agreement, individually and collectively, "Client Testing Subjects") with certain laboratory testing services for the health and welfare of the general public ("Services") as CLIENT shall from time to time request upon the following terms and conditions:

1. PROVIDER agrees to provide the Services in such manner and at such times and places as set forth in **Exhibit A** attached hereto and made a part hereof. PROVIDER shall provide, as part of the compensation herein, supplies necessary to perform Services hereunder. PROVIDER agrees to provide said Services at the compensation specified in **Exhibit B**, attached hereto and made a part hereof. The parties agree that the fees payable pursuant to this section are intended to be the fair market value of the Services being provided, meaning the value in arm's length transactions, consistent with the general market price. PROVIDER shall look only to CLIENT for payment and shall not bill any patient or third party for Services provided hereunder.
2. CLIENT shall be responsible for requesting Services and referring Client Testing Subjects to complete PROVIDER's registration process as set forth in Exhibit A.
3. PROVIDER shall make a good-faith effort to return testing results to CLIENT and Client Testing Subjects within twenty-four (24) to forty-eight (48) hours from the time PROVIDER collects the specimen.
4. All Services performed under this Agreement to Client Testing Subjects shall be for the purpose of providing CLIENT with information regarding Client Testing Subjects' COVID-19 status. PROVIDER shall maintain and release records relating to Clients Testing Subjects in such a form as required by law and accepted medical practice. Copies of all testing records will be supplied to CLIENT with costs of such records to be paid by CLIENT. Client Testing Subjects receiving Services under this Agreement shall authorize the release of records by PROVIDER to CLIENT. Any testing results and like information shared and the manner in which it is furnished by PROVIDER to CLIENT shall fully comply with all applicable laws and regulations, including, without limitation, HIPAA (as defined below) and applicable data security and privacy laws associated with a Client employee's medical and personally identifiable information.
5. In the event of a natural disaster, an overriding community need, or a supply chain shortage of critical testing components ("Emergency Condition"), PROVIDER agrees to use reasonable efforts to perform the Services during the duration of the Emergency Condition within the timeframes set forth in this Agreement. Notwithstanding the foregoing, if, due to an Emergency Condition, testing results are delayed PROVIDER will not be responsible or liable in any way for any Services or results so delayed.
6. PROVIDER will submit to CLIENT a monthly, itemized statement for Services rendered to CLIENT by PROVIDER for the prior month and CLIENT agrees to remit payment to PROVIDER within thirty (30) days after receipt of said statement.
7. PROVIDER represents and warrants that both PROVIDER and its employees shall, where required by applicable state laws or regulations, maintain all necessary federal and state licenses and/or certifications required to perform the Services. Copies of such licenses or certificates shall be provided to CLIENT upon written request. In addition, PROVIDER shall ensure that its employees possess the necessary skill, educational requirements, training and qualifications required to perform the Services hereunder.
8. PROVIDER and CLIENT shall comply with all applicable federal and state laws and regulations related to this Agreement and the conduct of its business.
9. CLIENT acknowledges that the use of the Abbott ID NOW COVID-19 test set forth in Exhibit A has not been cleared or approved by the U.S. Food and Drug Administration ("FDA"). The Abbott ID NOW has been authorized by the FDA under an emergency use authorization for use by authorized laboratories and patient care settings, and has been authorized only for the detection of nucleic acid from SARS-Cov-2, not for not for any other viruses or pathogens (the "EUA"). The Product is only authorized for the duration of the declaration

that circumstances exist justifying the authorization of emergency use of in vitro diagnostic tests for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Act, 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner (the "EUA Period"). CLIENT expressly acknowledges and agrees that the Services set forth in Exhibit A related to the use of the Abbott ID NOW COVID-19 test shall be discontinued upon the expiration of the EUA Period. In the event that PROVIDER no longer provides Services related to the Abbott ID NOW COVID-19 testing, the parties shall amend the compensation specified in Exhibit B to an amount mutually agreed upon by the parties.

10. The Services rendered by PROVIDER are as an independent contractor. Neither PROVIDER nor its agents or employees will be deemed to be employees or agents of CLIENT or any of its subsidiaries and will not be covered under any of the benefit programs of CLIENT or its subsidiaries, including, but not limited to Worker's Compensation. Neither party shall be authorized to act on behalf of, or otherwise bind the other in any manner. In addition, neither party shall make reference to or otherwise utilize the business name or trademark of the other without prior written consent. Therefore, both parties agree that it shall not use the other party's name nor mention or describe this Agreement or its relationship with the other in any press release, advertising, marketing and/or promotional materials or other publications or materials without first obtaining the prior written approval of the other. Any violation of this paragraph shall be considered a material breach of this Agreement and CLIENT or PROVIDER shall be entitled to pursue any and all legal or equitable remedies, including an injunction, as a result of such breach.
11. To the extent permitted by law, all information furnished to PROVIDER by CLIENT, if any, shall be considered proprietary and, subject to Section 12, PROVIDER shall keep confidential all such information and will return all literature, documents, and manuals when PROVIDER ceases to perform the Services for CLIENT.
12. PROVIDER agrees that all information furnished or disclosed to PROVIDER in connection with this Agreement is furnished or disclosed as part of the consideration for this Agreement, and PROVIDER shall not in any way advertise or publish the fact that PROVIDER has furnished such Services to CLIENT without the prior written consent of CLIENT. Notwithstanding the foregoing, PROVIDER may disclose the existence and contents of this Agreement to any necessary governing bodies, entities, or counsels and as required by law.
13. CLIENT acknowledges that PROVIDER is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its contracts are public documents available to copying and inspection by the public. If PROVIDER receives a demand for the disclosure of any information related to this Agreement which CLIENT has claimed to be confidential and proprietary, such as CLIENT's pricing, programs, services, business practices or procedures, PROVIDER will immediately notify CLIENT of such demand and CLIENT shall immediately notify PROVIDER of its intention to seek injunctive relief in a Nevada court for protective order. Absent any such notification or subsequent protective order, the information requested will be released without any liability to PROVIDER.
14. This Agreement shall become effective on the date set forth above with a term of one (1) year ("Term"). Either party may terminate this Agreement, with or without cause, upon providing the other party with thirty (30) days prior written notice. Upon receiving such written notice, PROVIDER shall continue providing Services until the termination date specified in such written notice.
15. PROVIDER shall immediately notify CLIENT of any events or circumstances, including, but not limited to, adverse weather conditions, common carrier delays, illness, breakdowns, accidents, or any other condition which may adversely affect PROVIDER's rendering of Services required under this Agreement.
16. PROVIDER and CLIENT each agree that this Agreement may not be assigned without the prior written consent of the other party.
17. Any notice required or desired to be given pursuant to this Agreement shall be in writing and may be given by certified mail, postage prepaid, addressed, as follows:

To CLIENT:

Eighth Judicial District Court:
Address: 200 Lewis Ave
Attention: Steven D. Grierson
Ph: 702-671-4537

Email: griersons@clarkcountycourts.us

COPY:

[Critical Results]

Attention: Andres Moses, Esq.; Aileen Delon

Ph: (702) 671-3312; (702) 671-0794

Email: MosesA@clarkcountycourts.us; deleona@clarkcountycourts.us

To PROVIDER:

University Medical Center of Southern Nevada

Attention: Contracts Management

1800 West Charleston Boulevard

Las Vegas, Nevada 89102

18. The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date the Agreement takes effect including but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Deficit Reduction Act of 2005 ("DRA"), and applicable State False Claims Acts ("SFCA"), laws which relate to the improper inducement for referrals of items or Services reimbursable by the federal health care programs, 42 U.S.C. § 1320a-7b(b) (the "Anti-kickback Statute"). The parties agree to execute amendments as may be necessary for the continuing compliance with the aforementioned Acts, as additional regulations are promulgated or become final and effective. Should either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements or subsequent enactments by federal, state or local authorities, or if any such change or proposed change would materially alter the amount or method of compensating PROVIDER for Services performed for CLIENT or for any other party under this Agreement, or would materially increase the cost of PROVIDER's performance hereunder, the parties agree to negotiate written modifications to this Agreement as may be necessary to establish compliance with such authorities or to reflect applicable changes.
19. All Services provided by PROVIDER hereunder shall be in compliance with all applicable federal and state laws prohibiting discrimination on the basis of age, race, color, religion, sex, national origin, disability, handicapping condition (including AIDS or AIDS related conditions), veteran status, sexual orientation, gender identity or expression or any other class protected by law or regulation.
20. If the Services to be provided by PROVIDER hereunder are subject to the disclosure requirements of 42 U.S.C. 1395x (v) (1) (I), PROVIDER, shall until expiration of four (4) years, or such longer period as required by law, make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and the books, documents and records of PROVIDER that are necessary to certify the nature and extent of the costs incurred under this Agreement through a subcontractor with a value or cost of \$10,000.00 or more over a twelve (12) month period.
21. PROVIDER WARRANTS TO CLIENT THAT NEITHER PROVIDER NOR ANY OF ITS EMPLOYEES, AGENTS OR OWNERS HAVE BEEN DEBARRED, SUSPENDED, DECLARED INELIGIBLE, OR EXCLUDED FROM MEDICARE/MEDICAID OR ANY OTHER FEDERAL OR STATE HEALTHCARE PROGRAM.
22. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter herein and supersedes all prior agreements between the parties hereto with respect to the subject matter herein. No amendment or modification of its terms shall be valid or binding upon any party unless addressed in writing and signed by an authorized representative of both parties hereto. In the event of any inconsistencies between this Agreement and any attached Exhibit, the terms of this Agreement shall control.
23. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada without regard to its choice of law provisions, with Clark County as the exclusive venue of any action or proceeding arising out of or in connection hereto.


24. Each party shall be responsible for the acts and omissions of itself and its employees and shall not be responsible for the acts and omissions of the other party or its employees. PROVIDER warrants that all services provided hereunder shall be performed in accordance with established and recognized clinical laboratory testing and collection procedures. Except as expressly set forth herein, no other warranties are made by PROVIDER and in no event shall PROVIDER be responsible to CLIENT or Client Testing Subjects for any punitive damages or any consequential, incidental, indirect, or special damages of CLIENT, Client Testing Subjects, or any third party related to this Agreement
25. CLIENT, its assigns and successors in interest, agree to indemnify, defend, and hold harmless PROVIDER, its employees, officers and agents (collectively, the "INDEMNITEES") from any and all claims, demands, actions, causes of action, penalties, liens, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for any injury or death, or damage to or loss of property (including, but not limited to, the testing location) caused by CLIENT's employees, representatives, invitees, or agents.
26. The parties agree to maintain insurance, as applicable or appropriate for their respective industries, and may be required to provide the other party with satisfactory evidence of such coverage for their respective entities.
27. This Agreement is intended to comply with any and all federal, state and local statutes, ordinances, regulations and rules. In the event that any law, regulation or administrative or judicial interpretation is adopted, amended, promulgated, modified or issued which prohibits or restricts all or any party of this Agreement, the parties shall either: (i) renegotiate this Agreement in the manner intended to comply with such law, regulation or decision; or (ii) terminate the Agreement without penalty to either party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives, each of whom is duly authorized to execute the same, as of the day and year written below.

Client

University Medical Center of Southern Nevada

BY: 
Steven D. Grierson

BY: 
Mason VanHouweling

TITLE: Court Executive Officer

TITLE: Chief Executive Officer

DATE: 9/15/2020

DATE: 9/18/2020

EXHIBIT A

SERVICES

SITE OF THE SERVICES

- PROVIDER may provide COVID-19 testing services to the Client Testing Subjects designated by CLIENT at the Eighth Judicial District Court of Clark County Nevada, 200 Lewis Ave., Las Vegas, NV 89101 (the "Site"), or at such other location as mutually agreed to by the parties.
- CLIENT shall be responsible for designating a safe and secure location at the Site, or other location as mutually agreed by the parties, which is sufficient to permit PROVIDER to render the Services. Prior to the commencement of Services, CLIENT shall obtain PROVIDER's approval of proposed location at the Site.
- PROVIDER shall provide an ABBOTT ID NOW COVID-19 test to be utilized at the Site when rendering the Services. PROVIDER's provision of the ABBOTT ID NOW COVID-19 test at CLIENT's site shall be subject to the terms and conditions of the ABBOTT ID NOW SITE AGREEMENT, attached hereto as **Exhibit C**.

REGISTRATION AND REQUESTING SERVICES

- CLIENT shall be responsible for contacting PROVIDER and requesting the performance of the Services. Upon identifying a Client Testing Subject as requiring Services, CLIENT shall contact PROVIDER via a mutually agreed upon method to request Services.
- Upon making a request for Services, CLIENT shall direct each Client Testing Subject who is to undergo COVID-19 diagnostic testing to complete PROVIDER's Registration Packet, attached hereto as **Exhibit D**.
- During the Term of this Agreement, PROVIDER shall make a qualified healthcare provider available on an on-call basis, from Monday through Friday (8:00a.m. to 4:30 p.m.), for the purpose of responding to requests for Services from CLIENT.

PERFORMANCE OF SERVICES

- Upon receipt of a request for Services from CLIENT and the completion of the registration paperwork, PROVIDER shall perform the following COVID-19 diagnostic testing services to each designated Client Testing Subject:
 - The collection of two (2) PCR testing samples from each Client Testing Subject;
 - Performance of an initial analysis of one (1) PCR testing sample via the Abbott ID NOW COVID-19 diagnostic test;
 - Transportation of one (1) PCR testing sample to PROVIDER's Laboratory located at 1800 W. Charleston Blvd., Las Vegas, NV 89102 for processing and analysis;
 - Performance of a secondary analysis of the COVID-19 diagnostic test at PROVIDER's laboratory and subsequent notification of the results to CLIENT.
- PROVIDER will perform up to a maximum of one hundred (100) total sample collections per week during the Term of this Agreement as assigned by CLIENT unless mutually agreed to by the parties.
- If a testing specimen is deemed insufficient for laboratory processing, PROVIDER will provide retesting at no charge if not due to CLIENT or Client Testing Subject error.

- CLIENT shall make a good faith effort to provide or require Client Testing Subjects to wear a face mask or other acceptable facial covering when obtaining the Services.

Services may be provided at such other, locations, dates, times and weekly testing performance numbers as mutually agreed to by PROVIDER and CLIENT.

EXHIBIT B

CLIENT agrees to pay PROVIDER for the Services for the fixed fee amounts below:

| SERVICE DESCRIPTION | FEE |
|--|---------------|
| Initial Set-Up Fee (one-time fee) | \$2,500.00 |
| Bundled Services Fee Includes: On-Call Services Collection Fee; (1) Abbott ID Now Testing; (1) UMC Laboratory Testing; Courier Services. | \$225.00/test |

EXHIBIT C

ABBOTT ID NOW SITE AGREEMENT

ABBOTT ID NOW SITE AGREEMENT

This Abbott ID Now Relocation Agreement (the "Agreement") is made and entered into as of the date last executed by both Parties ("Effective Date"), by and between **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA** ("UMC"), a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes located at 1800 W. Charleston Blvd., Las Vegas, NV 890102, and the **EIGHTH JUDICIAL DISTRICT COURT OF CLARK COUNTY, NEVADA** ("DISTRICT COURT"), a District Court established under the Nevada Constitution located at 200 Lewis Ave, Las Vegas, NV 89101.

RECITALS

WHEREAS, UMC currently possesses and operates an Abbott ID NOW (Serial No. 4A6B8F1B) ("ID NOW") capable of testing for COVID-19 at its premises located at 1800 W. Charleston Blvd., Las Vegas 89102;

WHEREAS, the DISTRICT COURT has an emergent need for the on-site use of the ID NOW at its premises located at 200 Lewis Ave., Las Vegas, NV 89101 for the purposes of ensuring the safety, quality and continuity of its services, supervising its calendar, assuring that its duties are timely and orderly performed, and otherwise facilitating the business of the DISTRICT COURT.

WHEREAS, UMC intends to relocate the ID NOW to the premises of the DISTRICT COURT to facilitate the DISTRICT COURT's response to the ongoing public health emergency related to the COVID-19 pandemic.

NOW, THEREFORE, UMC and the DISTRICT COURT agree as follows:

1. **Relocation.** UMC shall relocate the ID NOW to the premises of the DISTRICT COURT and DISTRICT COURT shall receive temporary control and possession of the ID NOW from UMC in accordance with the terms and conditions set forth herein.

2. **Term.** The term of the Agreement is for a period of one (1) year with an option to be renewed upon the mutual agreement of the Parties ("Term"). Notwithstanding the foregoing, UMC may terminate the Agreement at any time and require the return of the ID NOW to UMC's premises, with or without cause, upon providing the DISTRICT COURT with thirty (30) days prior written notice.

3. **Title and Ownership.** Title and ownership of the ID NOW shall not be affected by this Agreement. The DISTRICT COURT acknowledges and agrees that (i) it does not have any title, property right, or interest in the ID NOW; (ii) shall keep the ID NOW at all times free and clear from all claims, levies, liens, encumbrances and process; (iii) shall not pledge, lend, create a security interest in, sublet or part with possession of the ID NOW or any part thereof; and (iv) shall not attempt in any manner to dispose of the ID NOW from the DISTRICT COURT's possession without written permission of UMC.

4. **Damaged or Lost Equipment:** The DISTRICT COURT assumes and shall bear the entire risk of loss, theft, destruction or damage of or to the ID NOW from any cause, whether or not covered by insurance, and no such loss shall release the DISTRICT COURT of its obligation hereunder. In the event of loss or damage, the DISTRICT COURT shall restore the ID NOW, or, at the option of UMC, replace it with like equipment in good condition and repair with clear title to UMC. The cost of repairs will be borne by the DISTRICT COURT whether performed by UMC or at UMC's option, by others. The DISTRICT COURT shall give UMC prompt notice of any damage to, or loss of, the ID NOW or any part thereof.

5. **Warranties, Disclaimers, and Indemnification:** THE DISTRICT COURT ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT CONTAINS NO WARRANTIES FROM UMC, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. DISTRICT COURT ACKNOWLEDGES THAT IT IS NOT RELYING ON UMC'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS OR SERVICES SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES IN THIS AGREEMENT RELATING TO UMC'S USE OF THE ID NOW ON THE DISTRICT COURT'S PREMISES. THE DISTRICT COURT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS UMC, FROM ALL CLAIMS, LOSS, OR DAMAGE, AGAINST UMC FOR EITHER PERSONAL INJURY OR DAMAGES SUSTAINED BY THE USE OF THE ID NOW ON THE DISTRICT COURT'S PREMISES. UMC SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE ID NOW OR THE USE OF THE ID NOW ON THE DISTRICT COURT'S PREMISES.

6. **Delivery.** UMC agrees to relocate the ID NOW to the premises of the District Court at a future date and location to be agreed upon by the Parties.

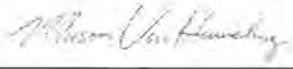
7. **Emergency Use Authorization.** The District Court acknowledges that the use of the ID NOW has not been cleared or approved by the U.S. Food and Drug Administration ("FDA"). The ID NOW has been authorized by the FDA under an emergency use authorization for use by authorized laboratories and patient care settings, and has been authorized only for the detection of nucleic acid from SARS-Cov-2, not for not for any other viruses or pathogens (the "EUA"). The ID NOW is only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostic tests for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Act, 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner (the "EUA Period"). The District Court expressly acknowledges and agrees that the presence and operation of the ID NOW on the District Court's premises shall be discontinued upon the expiration of the EUA Period.

8. **Return to UMC.** Upon expiration of the Term or upon receipt of a written demand for return from UMC, UMC shall be entitled to remove the ID NOW from the premises of The DISTRICT COURT for return to UMC's premises. The DISTRICT COURT shall return the ID NOW to UMC in substantially the same condition as it was delivered, good repair, and working order.

9. **Miscellaneous:** No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by each of the parties hereto. The parties hereto covenant and warrant that the persons executing this Agreement have been duly authorized to so execute this Agreement, and this Agreement constitutes a valid and binding obligation of the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective duly authorized representative:

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

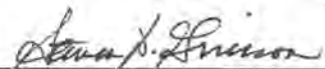
By: 

Name: Mason Van Houweling

Title: Chief Executive Officer

Date: 9/18/2020

**THE EIGHTH JUDICIAL DISTRICT
COURT OF CLARK COUNTY, NEVADA**

By: 

Name: Steven D. Grierson

Title: Court Executive Officer

Date: 9/15/2020

EXHIBIT D

REGISTRATION PAPERWORK

REQUISITION FOR REFERRED LABORATORY TESTING AT UMC EIGHTH JUDICIAL DISTRICT

| IDENTIFICATION | | Social Security No. | |
|---|---|---------------------|----------|
| Last Name | First Name M/I | | |
| Date of Birth | Juror ID No. | | |
| | | | |
| Street Address | City | State | Zip Code |
| Email Address | Cell Phone No. | | |
| DEMOGRAPHICS | | | |
| Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> X | | | |
| Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Black <input type="checkbox"/> Multiracial | | | |
| <input type="checkbox"/> Asian <input type="checkbox"/> Spanish <input type="checkbox"/> White <input type="checkbox"/> Other <input type="checkbox"/> Patient declined | | | |
| | | | |

| 702-244-5769 On call Pager | | ***UMC USE ONLY*** | | 702-244-5769 On call Pager | |
|----------------------------------|-----------------|--|---------------------------------------|-------------------------------|--|
| COLLECTION INFORMATION | | | Patient Location: Clark County Courts | | |
| Collection Date | Collection Time | Test Performed: <input type="checkbox"/> Polymerase Chain Reaction (PCR) <input type="checkbox"/> Abbott ID Now | | | |
| Individual Performing Collection | | Abbot ID Now Results: _____ | | | |
| <i>Luis Medina- Garcia, M.D</i> | | <div style="display: flex; justify-content: space-between;"> <div> Andres Moses, Esq. (702) 671-3312 MosesA@clarkcountycourts.us </div> <div> Aileen Delon (702) 671-0794 deleona@clarkcountycourts.us </div> </div> | | | |
| Ordering Physician | | | Clark County Contact Information | | |

INFORMED CONSENT FOR COVID-19 DIAGNOSTIC TESTING

1. Authorization and Consent for COVID-19 Diagnostic Testing:

I voluntarily consent and authorize University Medical Center of Southern Nevada ("UMC") to conduct collection, testing, and analysis for the purposes of performing a COVID-19 diagnostic test. I acknowledge and understand that the COVID-19 diagnostic test will require the collection of an appropriate sample by a healthcare provider through a nasopharyngeal swab, oral swab, or other recommended collection procedures. I understand that there are risks and benefits associated with undergoing a diagnostic test for COVID-19 and there may be a potential for false positive or false negative test results. I assume complete and full responsibility to take appropriate action with regards to the test results of the COVID-19 Diagnostic Test. Should I have question or concerns regarding the results, or a worsening of conditions, I shall promptly seek advice and treatment from an appropriate medical provider.

2. Patient Rights and Privacy Practices

- a) **Notice of Privacy Practices and Patient Rights:** UMC's Notice of Privacy Practices describes how it may use and disclose protected health information to carry out treatment, initiate and obtain payment, conduct health care operations, and for other purposes that are permitted or required by law. To review a copy of your rights as a patient and UMC's Notice of Privacy Practices please visit www.umcsn.com. I acknowledge that UMC has provided me with a copy of UMC's Notice of Privacy Practices.
- b) **Disclosure to Public Health Authorities:** I acknowledge and agree that UMC may disclose testing results and associated information to appropriate county, state, or other governmental and regulatory entities as may be permitted by law.

3. Release

To the fullest extent permitted by law, I hereby release, discharge and hold harmless, UMC, including, without limitation, any its respective officers, directors, employees, representatives and agents from any and all claims, liability, and damages, of whatever kind or nature, whether arising from the negligence of UMC or otherwise, in connection with the COVID-19 diagnostic test or the disclosure of COVID-19 testing results.

By signing below, I acknowledge and agree that I have read, understand, and agreed to the statements contained herein. I have been informed about the purpose of the COVID-19 diagnostic test, procedures to be performed, potential risks and benefits, and associated costs. I have been provided an opportunity to ask questions before proceeding with a COVID-19 diagnostic test and I understand that if I do not wish to continue with the collection, testing, or analysis of a COVID-19 diagnostic test, I may decline to receive continued services. I have read the contents of this form in its entirety and voluntarily consent for UMC to perform a COVID-19 diagnostic test.

Printed Name

Signature

Date

AUTHORIZATION FOR DISCLOSURE OF COVID-19 TEST RESULTS

I acknowledge and represent that I am voluntarily electing to participate and undergo diagnostic testing for COVID-19 as part of a collaboration between University Medical Center of Southern Nevada ("UMC") and the Eighth Judicial District Court of Clark County, Nevada ("District Court"). I understand that UMC is providing this COVID-19 diagnostic test to me for the purpose of facilitating the orderly operations of the District Court and in furtherance of the health and welfare of the general public. I understand and agree that the provision of this COVID-19 diagnostic test is for the purpose of disclosing the results of my test to District Court.

I hereby voluntarily request and authorize UMC to disclose and release the protected health information related to my COVID-19 diagnostic test, including, without limitation, my name, date of service, and the results of my COVID-19 diagnostic test, to the District Court. The results of my test may be used and/or disclosed for the purpose facilitating the collaboration between UMC and the District Court and/or purposes of securing payment for my COVID-19 diagnostic test. I understand that information disclosed pursuant to this authorization may potentially be subject to re-disclosure and therefore no longer protected by federal privacy regulations. This authorization shall remain in effect for a period of one (1) year. I understand that I may revoke this authorization by providing written notice to UMC.

By signing below, I acknowledge and agree that I have read, understand, and agreed to the statements contained herein.

Printed Name

Signature

Date

EXHIBIT 6

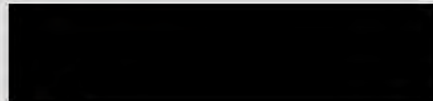
UMC Contact List

UMC Testing Pager

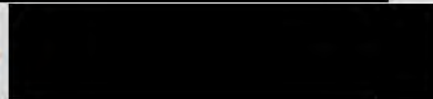


TESTERS:

Amy Runge -



Xochitl Kambak -



Len Tayong -



Emma Garcia -



Luis Velazquez -



Isabel Muller -



HOLLIE THORNTON –



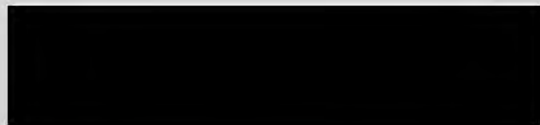
EXHIBIT 7

SNHD Contact List

**SOUTHERN NEVADA
HEALTH DISTRICT**

**Office of Public Health
Preparedness**

Main Office:



Manager: Jeffrey S. Quinn

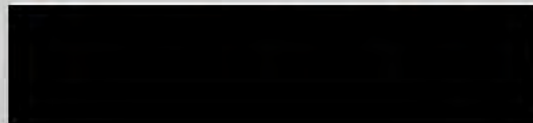


EXHIBIT 8

SNHD Contact Tracing List

COVID-19 CONTACT TRACING LIST

[illegible]