FINANCE DEPARTMENT
Purchasing and Contracts Division

# CONFIRMATION FORM
**for**
**RECEIPT OF RFP NO. 602929-13**

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

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

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**SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:**

PROJECT NO. RFP NO. 602929-13 RFP PAGES: 39

DESCRIPTION: CONTRACT FOR PHARMACY MANAGER FOR THE DEPARTMENT OF JUVENILE JUSTICE SERVICES

## SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name:_____

Company Address:_____

City / State / Zip:_____

Name / Title:_____

Area Code/Phone Number:_____

Area Code/Fax Number:_____

Email Address:_____

**FAX THIS CONFIRMATION FORM TO: (702) 386-4914**
**TYPE or PRINT CLEARLY**

# CLARK COUNTY, NEVADA

## REQUEST FOR PROPOSAL

**RFP NO. 602929-13**
**CONTRACT FOR PHARMACY MANAGER FOR THE DEPARTMENT OF JUVENILE JUSTICE SERVICES**

The RFP package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at http://www.ClarkCountyNV.gov/Purchasing. Click on "Current Opportunities" and locate Document No. 602929 in the list of current solicitations.

- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.

- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-Proposal Conference will be held on **JUNE 25, 2013** at **11:30 a.m.**, at the address specified above in the Gold Conference Room. If your firm is unfamiliar with the County Request for Proposal (RFP) procedures and would like to obtain training on the submittal process for this RFP, please contact Chetan Champaneri, Purchasing Analyst II, at (702) 455-2729 no later than **MONDAY, JUNE 24, 2013,** and a training session will be provided immediately following the pre-proposal conference referenced above.

Proposals will be accepted at the Clark County Government Center address specified above, on or before **JULY 31, 2013** at **3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

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PUBLISHED:
Las Vegas Review Journal
JUNE 18, 2013

**GENERAL CONDITIONS**
RFP NO. 602929-13
CONTRACT FOR PHARMACY MANAGER FOR THE DEPARTMENT OF JUVENILE JUSTICE SERVICES

1. TERMS

The term "OWNER," as used throughout this document will mean the County of Clark, Las Vegas, Nevada. The term "BCC" as used throughout this document will mean the Board of County Commissioners which is the Governing Body of Clark County. The term "CHIEF FINANCIAL OFFICER" as used throughout this document will mean the Clark County Chief Financial Officer or his designee responsible for the Purchasing and Contracts Division. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

The OWNER is soliciting proposals for comprehensive pharmacy services for children who are remanded in our care. The OWNER wishes to contract with one (1) qualified organization that successfully demonstrates its ability to perform these services for the Clark County Department of Juvenile Justice Services.

The Department of Juvenile Justice Service provides placement for juvenile offenders remanded within our care. The first location is Juvenile Detention Division and the second location is Spring Mountain Youth Camp. Both divisions have medical and clinical staff. Both divisions have a contract physician and psychiatrist where prescriptions would originate.

A qualified PROPOSER is one that meets all of the bid requirements and can deliver the services requested in an efficient and effective manner while ensuring the highest standards of performance, integrity, customer service, and fiscal accountability.

The successful PROPOSER will provide the services in the most coast effective, customer services – focused and quality-driven manner while delivering performance-based outcome.

3. BACKGROUND

The Department of Juvenile Justice Services provide a variety of services for youthful offenders remanded to our custody and are typically residents of Clark County and may or may not be eligible for state or federal funding such as Medicaid. The Department of Juvenile Justice Services is responsible for ensuring that Clark County meets the health and welfare needs as set forth in the Nevada Revised Statues and County Ordinances for youthful offenders. The services specific to this area require medication services as prescribed by licensed physicians for those youth who are remanded to Detention Division or are committed to Spring Mountain Youth Camp. Typically, the medications prescribed to youthful offenders consist of psychotropic or antibiotics.

4. SCOPE OF PROJECT

PROPOSERS shall refer to the attached Scope of Work, **Exhibit 1**.

5. DESIGNATED CONTACTS

Questions concerning the scope of work and regarding the selection process for this RFP may be directed to Chetan Champaneri, Purchasing Analyst, Clark County Finance Department, Purchasing and Contracts Division, telephone number (702) 455-2729, or email chetanc@ClarkCountyNV.gov.

6. CONTACT WITH OWNER DURING RFP PROCESS

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

7. METHOD OF EVALUATION AND AWARD

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

The proposals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING MANAGER OR HER DESIGNEE. The finalists may be requested to provide the OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. The OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria. This contract will be awarded on the basis of which proposal the OWNER deems best suited to fulfill the requirements of the RFP. The OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

The fees for the professional services will be negotiated with the PROPOSER(S) selected.

8. EVALUATION INFORMATION

The first page of the Proposal submittal shall contain a statement that declares all information provided therein does not include any Confidential Proprietary and/or Private information as identified in Section 16 of this Request for Proposal. It must also identify that the statement supersedes and nullifies any page in the Proposal that may be marked as Confidential, Proprietary, and/or Private and acknowledge that the Proposal will become Public Information upon award. The statement must be signed by the PROPOSER'S Authorized Representative. Failure to provide such declaration may be deemed as ground for return of the unread proposal and not be considered for award.

A. **Face Page**

Include the legal name of the organization, name of the company officer or the designated agent empowered to contractually bind the organization, address, phone number, fax number, contact person, contact person's email address, and the signature of the officer or designated agent.

B. **Questionnaire – Exhibit 2**

Include a detailed response to all information requested in **Exhibit 2**, "Questionnaire." **Exhibit 2**, Questionnaire, is available in a WORD file online at http://clarkcountynv.gov/purchasing/pages/listings/apx, and then locate and select above referenced RFP and the attachments will be listed there. PROPOSE(s) or any of its representative(s) that alter, change or delete any of the questions as written, will result in their proposal(s) being rejected.

C. **Experience**

Include a brief resume of all similar projects your firm has performed for the past five (5) years. Each project listed shall include the name, address, email address and phone number of a contact person for the project for review purposes. This section shall include documentation of the PROPOSER'S history of adherence to budget and schedule constraints. All firms are encouraged to indicate their experience of performing related work within the state of Nevada. All firms may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise as defined in **Exhibit C** of the attached contract.

D. **Staff Qualifications and Availability**

Provide information concerning the educational background, experience and professional resumes of those persons who would actually perform work on the project. Identify if those persons presently reside in Clark County, Nevada or elsewhere. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.

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

E. **Conceptual Treatment of Project and Work Plan**

Describe in more detail the approach to the project. Include a preliminary project plan that includes:

PROPOSER'S concept of the project including the methodology to be used and the major deliverables to be produced.

Any assumptions.

Any constraints.

Proposed schedule (work plan) including tasks, milestones, dates for completion, OWNER and PROPOSER resource assignments, critical path and OWNER'S review cycles.
State why the PROPOSER is best suited to perform the services for this project.

F. **Compliance with the OWNER'S Standard Contract**

Compliance with the OWNER'S Standard Contract and Business Associate Agreement

G. **Project Fee**

PROPOSERS shall submit their pricing structure for the services required within this RFP, pricing shall be inclusive of all costs. PROPOSER shall identify the following information as a minimum: 1) Dispensing Fee for Name Brand Drugs; 2) Dispensing Fee for Generic Drugs; 3) Dispensing Fee for Schedule II Drugs; 4) Drug Cost for brand Name Drugs; 5) Drug Cost for Generic Drugs; 6) Drug Cost for Scheduled II Drugs; 7) Any other additional costs; and 8) Any other alternative pricing structure which would be in the best interest of the County. Pricing shall remain firm for the term of the contract. If PROPOSER is unable to meet this requirement, PROPOSER shall identify a not to exceed percentage increase for each respective renewal period of the contract.

H. **Credentials**

The PROPOSER and/or principal professionals involved in this project must possess appropriate Nevada Professional Licenses.

I. **Work Completed Locally**

Provide information to local resources that would be utilized and the degree of the Consultants knowledge and familiarity with the local community's needs and goals.

1. Clark County/Las Vegas office address (if any).
2. Year Clark County/Las Vegas office established.
3. Employment (number of current employees by category):

| Company | Managerial | Technical | Administrative |
|---|---|---|---|
| Office Personnel Located in Clark County/Las Vegas | | | |
| Total Firm Personnel | | | |

4. Provide a statement as to your firm's local resources that will be utilized to complete the work.
5. Estimate of the percentage and the kinds of work to be accomplished by the Consultant with staff presently residing in Clark County, Nevada.

J. **Affiliations**

If the project is to be accomplished through an affiliation or joint venture of several firms, the names and address of those firms, shall be furnished for each.

K. **Insurance**

The PROPOSER'S ability to provide the required certificates of insurance as indicated in the attached Standard Contract Exhibit B, PROPOSER must provide a statement that firm will comply with insurance requirements.

L. **Professional Designation**

The PROPOSER'S required Nevada registration as a _____.

M. **Business License**

The PROPOSER'S ability to provide the required business license.

N. **Disclosure of Ownership/Principals**

Proposer must complete and submit the attached Disclosure of Ownership/Principals form with its PROPOSERS.

O. **HIPAA Business Associate Agreement**

PROPOSER must submit a statement confirming that within one (1) business day of COUNTY's request, PROPOSER will be able to sign the attached HIPAA Business Associate Agreement **(Exhibit D)** with its proposal.

P. **Other**

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

9. SUBMITTAL REQUIREMENTS

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

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.

The PROPOSER shall submit one (1) clearly labeled original and _____ copies of their proposal, including eight (8) CD copies of their proposal. The name of the PROPOSER'S firm shall be indicated on the spine and cover of each binder and CD label.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of the PROPOSER and the RFP number and title. No responsibility will attach to the OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. Proposals are time-stamped upon receipt. Proposals time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. **FAXED OR ELECTRONIC SUBMITTALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailing instructions for proposals:

| Hand Delivery | U.S. Mail Delivery | Express Delivery |
|---|---|---|
| Clark County Government Center<br>Purchasing and Contracts Division<br>500 South Grand Central Parkway, 4th Fl<br>Las Vegas, Nevada 89106 | Clark County Government Center<br>Attn: Purchasing and Contracts, 4th Fl<br>500 South Grand Central Parkway<br>P.O. Box 551217<br>Las Vegas, Nevada 89155-1217 | Clark County Government Center<br>Attn: Purchasing and Contracts, 4th Fl<br>500 South Grand Central Parkway<br>Las Vegas, Nevada 89106 |

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

10. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Analyst in writing or a proposal release form has been properly filled out and submitted to the Purchasing and Contracts Division reception desk. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. The PROPOSER'S offer will expire after 90 calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

11. REJECTION OF PROPOSAL

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

12. PROPOSAL COSTS

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

13. ALTERNATE PROPOSALS

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

14. ADDENDA AND INTERPRETATIONS

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

15. PUBLIC RECORDS

The Owner is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by the Owner may not be disclosed until the proposal is recommended for award of a contract.

16. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to the PROPOSER and will not be considered for award.

17. COLLUSION AND ADVANCE DISCLOSURES

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

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

18. CONTRACT

A sample of the OWNER'S Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

19. QUESTIONS

The deadline for submitting questions is July 16, 2013 at 5:00 p.m., Pacific Time. All questions shall be submitted in writing to Chetan Champaneri via email at chetanc@clarkcountynv.gov. Please identify the RFP title on the subject line of the message.

20. HIPAA - CONFIDENTIALITY REGARDING PARTICIPANTS

PROPOSER shall maintain the confidentiality of any information relating to participants, OWNER Employees, or third parties,(added) in accordance with any applicable laws and regulations, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Attached hereto as **Exhibit D**, and incorporated by reference herein, is a HIPAA Business Associate Agreement, executed by the parties in accordance with the requirements of this sub-section. PROPOSER agrees to sign the attached HIPAA Business Associate Agreement" prior to award of CONTRACT.

**EXHIBIT 1**
**SCOPE OF WORK**

CONTRACTOR will provide all professional services to include and the estimate of prescriptions to be filled will be one thousand five hundred (1500) prescriptions per year:

1. Pharmacist who will oversee dispensing as required by Nevada State Law.
2. Prescription medication should be generic unless directed by physician to provide name brand.
3. Packaging and labeling to be included.
4. Delivery seven days a week, during business hours of 8:00 AM to 5:00 PM
5. Prescription fulfillment and delivery within 24-hours of original request.
6. A system to obtain stat/urgent medications.
7. Conduct regular audits of pharmacy operations and submit quality assurance reports to medical administrator and clinical manager.
8. Comply with all applicable state and federal laws and regulations.
9. Maintain computerized patient profiles.
10. Ability to access Medicaid and other private insurance information to determine if patients are prescription eligible.

**EXHIBIT 2**
**QUESTIONAIRE**

Include a detailed response to all information requested in below. PROPOSE(s) or any of its representative(s) that alter, change or delete any of the questions as written, will result in their proposal(s) being rejected.

**Member access – Retail pharmacy network**

1. How does your organization propose to transition DJJS clients from the current pharmacy network to the network managed by your organization
2. Does your organization have an operating network of pharmacies in Nevada? When was it established? How many pharmacies are currently under contract in Nevada?
3. Please provide a copy of your directory of participating pharmacies in the State of Nevada for each network proposed.
4. What percent or number of network pharmacies provides 24-hour access?
5. What percent or number of network pharmacies provides delivery service seven days a week?
6. Describe the general credentialing and re-credentialing process for your pharmacy. Include the minimum required malpractice coverage per individual practitioner, or group. If the process differs by type of pharmacy (i.e., independent vs. chains), please indicate and describe separately.
7. Do you charge any fees to pharmacies for participation or access to your system? If yes, please describe the nature of the fees and provide the amount of the fee charged.

**A. Network Management**

1. Describe the general credentialing and re-credentialing process and minimum criteria for selecting a network pharmacy. Include the minimum required malpractice coverage per individual practitioner, or group. If the process differs by type of pharmacy (i.e., independent vs. chains), please indicate and describe separately. Provide the number of years that a pharmacy contract is in effect.

2. Do you charge any fees to pharmacies for participation or access to your system? If yes, please describe the nature of the fees and provide the amount of the fee charged.

3. Do you collect any rebates or year-end settlements from any retail or mail-order pharmacies?

4. Complete the following table. Check off those elements that are included in your pharmacy selection and credentialing process and provide the percentage of pharmacies that satisfy the following selection criteria elements.

| Criteria | Standard selection criterion (check if yes) | Percent of pharmacists that satisfy criteria | Comments |
|---|---|---|---|
| Require unrestricted licensure | | | |
| Review malpractice coverage and history | | | |
| Require full disclosure of current litigation & other disciplinary activity | | | |
| Require signed application/agreement | | | |
| Require current DEA registration | | | |
| On-site review of pharmacy location and appearance | | | |
| Review hours of operation and capacity | | | |
| On-site electronic access to patient data | | | |

5. Provide the number of participating retail pharmacies by state that were terminated from the national network from 01/01/10 – 12/31/10. Indicate whether the termination was determined by your organization or by the pharmacy.

6. Describe your organization's objectives/efforts with regard to provider relations. Is there an oversight committee that addresses pharmacy relations issues? If so, what are the credentials of the staff members that serve on the committee? What procedures are in place to monitor network provider grievances?

7. Do you currently perform network provider satisfaction surveys? Provide a copy of the latest results of the survey. Does an outside organization perform the survey?

8. Is the right to audit included in your standard provider contracts? (Yes or No)

9. Does your organization track physician-specific data and dispensing patterns? How is this information used to change physician behavior? Are you willing to share this information with SFBP?

10. Do your network contracts include any incentives for retail pharmacies regarding the dispensing of generics or preferred products?

11. Do you have a contractual relationship with third party administrators/organizations in which you pay service fees or other fees that SFBP would be directly or indirectly charged for? If so, identify these outside organizations that receive these service fees and explain the nature of the relationship.

**B. Quality Assurance**

1. How frequently does your organization perform field and desk audits? Please provide a copy of your organizations most recent field and desk audit report.

2. Provider Audits (complete the following and indicate percent)

   **<u>For time period 01/01/09 – 12/31/09 and 01/01/10 - 12/31/10</u>**

   Percent of Network Pharmacies Audited Annually

   a. Desktop _____
   b. On-site _____
   c. At random _____
   d. By independent agent _____
   e. Percent of pharmacies needing corrective action_____
   f. Percent of contracts terminated due to result of audit _____
   g. Most prevalent reason for termination: _____

3. How frequently does your organization perform field and desk audits? Please provide a copy of your organizations most recent field and desk audit report.

4. Provider Audits (complete the following and indicate percent)

   **<u>For time period 01/01/09 – 12/31/09 and 01/01/10 - 12/31/10</u>**

   Percent of Network Pharmacies Audited Annually

   a. Desktop _____
   b. On-site _____
   c. At random _____
   d. By independent agent _____
   e. Percent of pharmacies needing corrective action_____
   f. Percent of contracts terminated due to result of audit _____
   g. Most prevalent reason for termination: _____

5. Summarize the quality assurance programs your organization presently has in place and list the most important actions these programs have taken during the time period 01/01/09 - 12/31/09, and 01/01/10 - 12/31/10 to improve performance.

6. Describe in detail the claims auditing procedures established by your company (frequency, extent, etc.). Will you supply a copy of all such reports to Clark County Risk Management? How do you ensure that the proper price is reimbursed to

pharmacy? If a "lesser of" provision is provided in your contracts, will you ensure that SFBP members are always getting the lower of retail or the contractual amount?

7. Describe any circumstances under which you would use the services of an independent claims auditor.

8. How do you capture pharmacy errors? List the top 5 reasons for errors (e.g. wrong dosage) for the time period 01/01/09 – through 12/31/09, and 01/01/10 through 12/31/10.

9. What percent of erroneous or fraudulent payments to pharmacies were discovered through your audit efforts for the time period 01/01/09 – 12/31/09, and 01/01/10 - 12/31/10? Will your organization return 100% of all recovered amounts to SFBP? If not, explain what portion if any will be returned to SFBP.

10. How are general pharmacy overpayments detected and recovered? Will your organization return 100% of all recovered amounts to SFBP? If not, explain what portion if any is returned to clients?

11. What safeguards exist for preventing one account's experience from being charged to another?

12. What safeguards exist for preventing breaches in patient confidentiality with regard to pharmacy claims information?

13. Do you maintain statistics with respect to telephone response time? If so, please provide results for the time period 01/01/09 – 12/31/09, and 01/01/10 - 12/31/10 for the following:
    a. Average response time to answer by live person
    b. Percent of calls abandoned

14. How do you assure network pharmacies have adequate stock on hand?

15. Will your organization guarantee that SFBP will be charged the generic price and SFBP members will be charged the generic copayment if the prescribed generic medications is out of stock?

16. Does your organization issue report cards on pharmacies? What information is captured on these report cards? Explain how this information is communicated back to the pharmacies and how frequently. Are you willing to share this information with SFBP? Provide an example of your organization's pharmacy report card.

17. Does your system flag participant ID numbers when an ID card is reported as lost or stolen to prevent fraudulent claims? What procedures are pharmacies instructed to follow when an individual tries to use a lost or stolen card?

18. Do you track network provider complaints? If so list the top 5 network provider complaints for all your books of business from 01/01/09 – 12/31/09, and 01/01/10 - 12/31/10 separately. What remedies have been put into effect to resolve these complaints?

19. Do you track member complaints? If so list the top 5 member complaints for all your books of business from 01/01/09 – 12/31/09, and 01/01/10 - 12/31/10 separately. What remedies have been put into effect to resolve these complaints?

20. Do you have procedures in place to detect and deter waste fraud and abuse? Are these procedures in compliance with the requirements of the Early Retiree Reinsurance Program created pursuant to Section 1102 of H.R. 3590, The Patient Protection and Affordable Care Act and 45 CFR Part 149?

# CLARK COUNTY, NEVADA

## CONTRACT FOR Pharmacy Manager for the Department Of Juvenile Justice Services RFP NO. 602929-13

| |
|---|
| **//ENTER COMPANY NAME//** |
| NAME OF FIRM |
| //Enter Designated Contact Name// |
| DESIGNATED CONTACT, NAME AND TITLE<br>(Please type or print) |
| //Enter Street Address//<br>//City, State and Zip Code// |
| ADDRESS OF FIRM<br>INCLUDING CITY, STATE AND ZIP CODE |
| (XXX) XXX-XXXX |
| (AREA CODE) AND TELEPHONE NUMBER |
| (XXX) XXX-XXXX |
| (AREA CODE) AND FAX NUMBER |
| //Enter Email Address// |
| E-MAIL ADDRESS |

# TABLE OF CONTENTS

SECTION I: TERM OF CONTRACT .....
SECTION II: COMPENSATION AND TERMS OF PAYMENT .....
A. Compensation .....
B. Progress Payments .....
C. Terms of Payments .....
D. County's Fiscal Limitation.....
SECTION III: SCOPE OF WORK .....
SECTION IV: CHANGES TO SCOPE OF WORK .....
SECTION V: RESPONSIBILITY OF CONTRACTOR.....
SECTION VI: SUBCONTRACTS .....
SECTION VII: RESPONSIBILITY OF COUNTY .....
SECTION VIII: TIME SCHEDULE.....
SECTION IX: SUSPENSION AND TERMINATION.....
A. Suspension.....
B. Termination .....
SECTION X: INSURANCE.....
SECTION XI: NOTICES .....
SECTION XII: MISCELLANEOUS .....
A. Independent Contractor.....
B. Immigration and Reform.....
C. Public Funds.....
D. Assignment.....
E. Indemnity.....
F. Governing Law .....
G. Covenant Against Contingent Fees.....
H. Gratuities .....
I. Audits .....
J. Covenant.....
K. Confidential Treatment of Information .....
L. ADA Requirements.....
M. Subcontractor Information .....
N. HIPAA - Confidentiality Regarding Participants .....
O. Disclosure of Ownership Form .....

# CONTRACT FOR CONTRACT FOR PHARMACY MANAGER FOR THE DEPARTMENT OF JUVENILE JUSTICE SERVICES

This Contract is made and entered into this ##XX day of Enter Month 20XX, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and //LEGAL NAME// (hereinafter referred to as CONTRACTOR , for Contract for Pharmacy Manager for the Department of Juvenile Justice Services (hereinafter referred to as PROJECT).

W I T N E S S E T H:

WHEREAS, the CONTRACTOR has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed $ENTER AMT, including all travel, lodging, meals and miscellaneous expenses; and

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

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

## SECTION I: TERM OF CONTRACT

COUNTY agrees to retain CONTRACTOR for the period from //ENTER DATE// through //ENTER DATE//, with the option to renew for Options, Enter Term-year periods subject to the provisions of Sections II and VIII herein. During this period, CONTRACTOR agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the CONTRACT for up to an additional three (3) months for its convenience.

## SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay CONTRACTOR for the performance of services described in the Scope of Work (Exhibit A) for the fixed fee / not-to-exceed amount of $ENTER AMT. COUNTY's obligation to pay CONTRACTOR cannot exceed the fixed fee / not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by the CONTRACTOR and it shall be the CONTRACTOR's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Progress OR Milestone Payments

The CONTRACTOR will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in the Scope of Work (Exhibit A).

OR

The CONTRACTOR will be entitled to periodic payments for work completed in accordance with the completion of tasks in the Milestones exhibit (Exhibit D) Milestone/Deliverable Invoicing Schedule.

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work Exhibit D, Milestone/Deliverable Invoicing Schedule.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if CONTRACTOR fails to provide the following information required on each invoice:
   a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY's Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
   b. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of

travel. CONUS rates may be found at the following website: **http://www.gsa.gov/portal/category/21287**.

c. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.

d. A "BUDGET SUMMARY COMPARISON" which outlines the total amount CONTRACTOR was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.

e. COUNTY's representative shall notify the CONTRACTOR in writing within 14 calendar days of any disputed amount included on the invoice. The CONTRACTOR must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount the CONTRACTOR will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.

4. No penalty will be imposed on COUNTY if COUNTY fails to pay CONTRACTOR within 30 calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.

5. In the event that legal action is taken by COUNTY or the CONTRACTOR based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY's available unencumbered budgeted appropriations for the PROJECT.

6. COUNTY shall subtract from any payment made to CONTRACTOR all damages, costs and expenses caused by CONTRACTOR's negligence, resulting from or arising out of errors or omissions in CONTRACTOR's work products, which have not been previously paid to CONTRACTOR.

7. COUNTY shall not provide payment on any invoice CONTRACTOR submits after six (6) months from the date CONTRACTOR performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.

8. Invoices shall be submitted to: //Enter Street Address//, //City, State and Zip Code//.

D. County's Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit COUNTY's financial responsibility as indicated in Sections 2 and 3 below.

2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY's obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

3. COUNTY's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY's purchase order(s) to the CONTRACTOR.

## SECTION III: SCOPE OF WORK

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

## SECTION IV: CHANGES TO SCOPE OF WORK

A. COUNTY may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the CONTRACTOR's cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of the CONTRACTOR for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the CONTRACTOR of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.

B. No services for which an additional compensation will be charged by the CONTRACTOR shall be furnished without the written authorization of COUNTY.

## SECTION V: RESPONSIBILITY OF CONTRACTOR

A. It is understood that in the performance of the services herein provided for, CONTRACTOR shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONTRACTOR in the performance of the services hereunder. CONTRACTOR shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

B. CONTRACTOR shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by CONTRACTOR's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONTRACTOR be unable to complete his or her responsibility for any reason, the CONTRACTOR must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If CONTRACTOR fails to make a required replacement within 30 days, COUNTY may terminate this Contract for default.

C. CONTRACTOR has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the COUNTY.

D. The CONTRACTOR agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.

E. The CONTRACTOR will follow COUNTY's standard procedures as followed by COUNTY's staff in regard to programming changes; testing; change control; and other similar activities.

F. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONTRACTOR, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, CONTRACTOR shall follow practices consistent with generally accepted professional and technical standards.

G. It shall be the duty of the CONTRACTOR to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONTRACTOR will not produce a work product which violates or infringes on any copyright or patent rights. The CONTRACTOR shall, without additional compensation, correct or revise any errors or omissions in its work products.

   1. Permitted or required approval by COUNTY of any products or services furnished by CONTRACTOR shall not in any way relieve the CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of its work.

   2. COUNTY's review, approval, acceptance, or payment for any of CONTRACTOR's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by CONTRACTOR's performance or failures to perform under this Contract.

H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by CONTRACTOR for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by CONTRACTOR to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY's representative upon completion or termination of this Contract, whichever comes first. CONTRACTOR shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.

I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

## SECTION VI: SUBCONTRACTS

A. Services specified by this Contract shall not be subcontracted by the CONTRACTOR, without prior written approval of COUNTY.

B. Approval by COUNTY of CONTRACTOR's request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of the work. CONTRACTOR shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by CONTRACTOR's subcontractor or its sub-subcontractor.

C. The compensation due under Section II shall not be affected by COUNTY's approval of CONTRACTOR's request to subcontract.

## SECTION VII: RESPONSIBILITY OF COUNTY

A. COUNTY agrees that its officers and employees will cooperate with CONTRACTOR in the performance of services under this Contract and will be available for consultation with CONTRACTOR at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. The services performed by CONTRACTOR under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY's representative, //COORD//, //CODEPT//, telephone number (702) //XXX-XXXX// or their designee. COUNTY's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform CONTRACTOR by written notice before the effective date of each such delegation.

C. The review comments of COUNTY's representative may be reported in writing as needed to CONTRACTOR. It is understood that COUNTY's representative's review comments do not relieve CONTRACTOR from the responsibility for the professional and technical accuracy of all work delivered under this Contract.

D. COUNTY shall assist CONTRACTOR in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.

E. CONTRACTOR will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent CONTRACTOR.

## SECTION VIII: TIME SCHEDULE

A. Time is of the essence of this contract.

B. CONTRACTOR shall complete the PROJECT in accordance with the milestones contained in Exhibit ENTER # of this Contract.

C. If the CONTRACTOR's performance of services is delayed or if the CONTRACTOR's sequence of tasks is changed, CONTRACTOR shall notify COUNTY's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY's written approval.

D. In the event that the CONTRACTOR fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted by formal Amendment, or fails to prosecute the work or any separable part thereof, with such diligence as will insure completion within the time(s) specified in the contract or any extensions thereof, the CONTRACTOR shall pay to the COUNTY, as liquidated damages, the sum of **$**ENTER AMT for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the COUNTY in completing the work.

E. In the event that the CONTRACTOR fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted in writing by County or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract or any extensions thereof, the CONTRACTOR shall pay to COUNTY as liquidated damages the sum of **$**ENTER AMT for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by COUNTY in completing the work.

## SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance by CONTRACTOR under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to CONTRACTOR at least 10 working days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay CONTRACTOR its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. CONTRACTOR shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by CONTRACTOR for any cause other than the error or omission of the CONTRACTOR, for an aggregate period in excess of 30 days, CONTRACTOR shall be entitled to an equitable adjustment of the compensation payable to CONTRACTOR under this Contract to reimburse CONTRACTOR for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
   a. not less than 10 calendar days written notice of intent to terminate; and
   b. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
   a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after the CONTRACTOR is given:
      i. not less than 10 calendar days written notice of intent to terminate; and
      ii. an opportunity for consultation with COUNTY prior to termination.
   b. If termination is for COUNTY's convenience, COUNTY shall pay the CONTRACTOR that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
   a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay CONTRACTOR that portion of the compensation which has been earned as of the effective date of termination but:
      i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
      ii. Any payment due to the CONTRACTOR at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of the CONTRACTOR's default.
   b. Upon receipt or delivery by CONTRACTOR of a termination notice, the CONTRACTOR shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY's representative, copies of all deliverables as provided in Section V paragraph H.
   c. If after termination for failure of the CONTRACTOR to fulfill contractual obligations it is determined that the CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the CONTRACTOR shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of the CONTRACTOR assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and the CONTRACTOR provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of CONTRACTOR's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within CONTRACTOR's control.

## SECTION X: INSURANCE

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

## SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: _____
_____
_____
_____

TO CONTRACTOR: _____
_____
_____
_____

## SECTION XII: MISCELLANEOUS

A. Independent Contractor

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

B. Immigration Reform and Control Act

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

C. Public Funds

CONTRACTOR acknowledges that the COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. CONTRACTOR recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, the COUNTY may declare the CONTRACTOR in breach of the Contract, terminate the Contract, and designate the CONTRACTOR as non-responsible.

D. Assignment

Any attempt by CONTRACTOR to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

The CONTRACTOR does hereby agree to defend, indemnify, and hold harmless COUNTY and the employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONTRACTOR or the employees or agents of the CONTRACTOR in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Covenant Against Contingent Fees

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, COUNTY shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

H. Gratuities

1. COUNTY may, by written notice to the CONTRACTOR, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
   a. to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of this Contract by the CONTRACTOR; and
   b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than 10 times the costs incurred by the CONTRACTOR in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

I. Audits

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

J. Covenant

The CONTRACTOR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

K. Confidential Treatment of Information

CONTRACTOR shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

L. ADA Requirements

All work performed or services rendered by CONTRACTOR shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

M. Subcontractor Information

The CONTRACTOR shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format **(Exhibit C)**. The information provided in **Exhibit C** by the CONTRACTOR is for the COUNTY's information only.

N. HIPAA - Confidentiality Regarding Participants

The CONTRACTOR shall maintain the confidentiality of any information relating to participants, COUNTY Employees, or third parties,(added) in accordance with any applicable laws and regulations, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Attached hereto as Exhibit D, and incorporated by reference herein, is a HIPAA Business Associate Agreement, executed by the parties in accordance with the requirements of this sub-section. CONTRACTOR agrees to sign the attached HIPAA Business Associate Agreement" prior to award of CONTRACT.

O. Disclosure of Ownership Form

The CONTRACTOR agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By:_____ _____

GEORGE W. STEVENS DATE
Chief Financial Officer

CONTRACTOR:

//LEGAL NAME//

By:_____ _____

//NAME// DATE

//TITLE//

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: _____ _____

ELIZABETH A. VIBERT DATE
Deputy District Attorney

# EXHIBIT A
# CONTRACT FOR PHARMACY MANAGER FOR THE DEPARTMENT OF JUVENILE JUSTICE SERVICES
# SCOPE OF WORK

TO BE DETERMINED

# EXHIBIT B
# CONTRACT FOR PHARMACY MANAGER FOR THE DEPARTMENT OF JUVENILE JUSTICE SERVICES
# INSURANCE REQUIREMENTS

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

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

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

C. **Owner Coverage**: The Owner, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. The CONTRACTOR's insurance shall be primary as respects the Owner, its officers and employees.

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

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

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

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

H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, the CONTRACTOR shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by CONTRACTOR and any auto used for the performance of services under this Contract.

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

J. **Homeowner's**: The CONTRACTOR shall obtain and maintain homeowner's insurance which includes personal liability of no less than $300,000 per occurrence.

K. **Workers' Compensation**: The CONTRACTOR shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a CONTRACTOR that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the CONTRACTOR has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

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

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

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

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

P. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

Q. **Insurance Form Instructions**: The following information must be filled in by the CONTRACTOR's Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.

2. CONTRACTOR's name, complete address, phone and fax numbers.

3. Insurance Company's Best Key Rating

4. Commercial General Liability (Per Occurrence)
   - i. Policy Number
   - ii. Policy Effective Date
   - iii. Policy Expiration Date
   - iv. Each Occurrence ($1,000,000)
   - v. Damage to Rented Premises ($50,000)
   - vi. Medical Expenses ($5,000)
   - vii. Personal & Advertising Injury ($1,000,000)
   - viii. General Aggregate ($2,000,000)
   - ix. Products - Completed Operations Aggregate ($2,000,000)

5. Automobile Liability (Any Auto)
   - x. Policy Number
   - xi. Policy Effective Date
   - xii. Policy Expiration Date
   - xiii. Combined Single Limit ($1,000,000)

6. Worker's Compensation

7. Professional Liability
   - xiv. Policy Number
   - xv. Policy Effective Date
   - xvi. Policy Expiration Date
   - xvii. Aggregate ($1,000,000)

8. Homeowner's Liability (Per Occurrence)
   - xviii. Policy Number
   - xix. Policy Effective Date
   - xx. Policy Expiration Date
   - xxi. Aggregate ($1,000,000)

9. Description: RFP Number and Name of Contract (must be identified on the initial insurance form and each renewal form).

10. Certificate Holder:

    Clark County, Nevada
    c/o Purchasing and Contracts Division
    Government Center, Fourth Floor
    500 South Grand Central Parkway
    P.O. Box 551217
    Las Vegas, Nevada 89155-1217

11. Appointed Agent Signature to include license number and issuing state.

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

**PRODUCER**

**1.** INSURANCE BROKER'S NAME
ADDRESS

CONTACT NAME:

PHONE (A/C No. Ext): BROKER'S PHONE NUMBER | FAX (A/C No.) BROKER'S FAX NUMBER

E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS

**INSURED**

**2.** //TYPE//'S NAME
ADDRESS
PHONE & FAX NUMBERS

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: | **3.** |
| INSURER B: | COMPANY'S |
| INSURER C: | |
| INSURER D: | BEST KEY |
| INSURER E: | |
| INSURER F: | RATING |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADD'L INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YY) | POLICY EXP (MM/DD/YY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| **4.** | GENERAL LIABILITY | X | | (A) | (B) | (C) | EACH OCCURRENCE | $(D) | 1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $(E) | 50,000 |
| | CLAIMS-MADE X OCCUR. | | | | | | MED EXP (Any one person) | $(F) | 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $(G) | 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $(H) | 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS – COMP/OP AGG | $(I) | 2,000,000 |
| | POLICY X PROJECT LOC | | | | | | **DEDUCTIBLE MAXIMUM** | **$** | **25,000** |
| **5.** | AUTOMOBILE LIABILITY | X | | (J) | (K) | (L) | COMBINED SINGLE LIMIT (Ea accident) | $(M) | 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ | |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ | |
| | SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | HIRED AUTOS | | | | | | | $ | |
| | NON-OWNED AUTOS | | | | | | **DEDUCTIBLE MAXIMUM** | **$** | **25,000** |
| **6.** | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N | N/A | | | | | WC STATU-TORY LIMITS / OTHER | $ | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ | |
| | | | | | | | E.L. DISEASE – E.A. EMPLOYEE | $ | |
| | | | | | | | E.L. DISEASE – POLICY LIMIT | $ | |
| **7.** | PROFESSIONAL LIABILITY | | | (N) | (O) | (P) | AGGREGATE | $(Q) | 1,000,000 |
| **8.** | HOMEOWNER'S LIABILITY | | | (R) | (S) | (T) | LIMIT (PER OCCURRENCE) | $(U) | 300,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**9.** RFP NO. 602929-13; CONTRACT FOR PHARMACY MANAGER FOR THE DEPARTMENT OF JUVENILE JUSTICE SERVICES.

**10.** CERTIFICATE HOLDER

CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
500 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217

CANCELLATION

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

**11.** AUTHORIZED REPRESENTATIVE

SAMPLE

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ACORD 25 (2010/05)

POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY**

# ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

## SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

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

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

**CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.**

SAMPLE

## ATTACHMENT 1

**AFFIDAVIT**

**(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

I, _____, on behalf of my company, _____, being duly sworn,

(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;

2. I will not use the services of any employees in the performance of this contract, identified as RFP No. 602929-13, entitled CONTRACT FOR PHARMACY MANAGER FOR THE DEPARTMENT OF JUVENILE JUSTICE SERVICES;

3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and

4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature _____

State of Nevada )
)ss.
County of Clark )

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,

by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

# EXHIBIT C
## SUBCONTRACTOR INFORMATION

**DEFINITIONS:**

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

1. Subcontractor Name:_____
   Contact Person:_____ Telephone Number:_____
   Description of Work:_____
   _____
   Estimated Percentage of Total Dollars:_____
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

2. Subcontractor Name:_____
   Contact Person:_____ Telephone Number:_____
   Description of Work:_____
   _____
   Estimated Percentage of Total Dollars:_____
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

3. Subcontractor Name:_____
   Contact Person:_____ Telephone Number:_____
   Description of Work:_____
   _____
   Estimated Percentage of Total Dollars:_____
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

4. Subcontractor Name:_____
   Contact Person:_____ Telephone Number:_____
   Description of Work:_____
   _____
   Estimated Percentage of Total Dollars:_____
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

□ No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.

# EXHIBIT D

## Business Associate Agreement

This Agreement is made effective the ____ of _____, 201_, by and between Clark County, Nevada hereinafter referred to as "Covered Entity", and _____, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Security and Privacy Rule"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the "HIPAA Security and Privacy Rule" are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Security and Privacy Rule (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Security and Privacy Rule, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

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## I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

## II. CONFIDENTIALITY AND SECURITY REQUIREMENTS

(a) Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Underlying Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b)

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regarding the minimum necessary requirements;

(ii) at termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;

(iv) Business Associate shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the covered entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the covered entity's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity at the time of discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and

(v) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate.

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(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to pay all costs of notification and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement, or to indemnify Covered Entity for all costs of notification and mitigation incurred by Covered Entity.

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## III. AVAILABILITY OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

## IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

## V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be

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deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, including any then-current requirements of the HITECH Act or its regulations, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security and Privacy Rule, including the HITECH Act, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

| COVERED ENTITY: | BUSINESS ASSOCIATE: |
|---|---|
| By:_____ | By:_____ |
| GEORGE W. STEVENS | //ENTER NAME// |
| Title: Chief Financial Officer | Title: //Enter Title// |
| Date:_____ | Date:_____ |

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

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

**Minority Owned Business Enterprise (MBE):**
An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

**Women Owned Business Enterprise (WBE):**
An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

**Physically-Challenged Business Enterprise (PBE):**
An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

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

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

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

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

***Number of Clark County Nevada Residents employed by this firm.***

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

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

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

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

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

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

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

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

# DISCLOSURE OF OWNERSHIP/PRINCIPALS

| Business Entity Type | | | | | | |
|---|---|---|---|---|---|---|
| ☐ Sole Proprietorship | ☐ Partnership | ☐ Limited Liability Company | ☐ Corporation | ☐ Trust | ☐ Non-Profit Organization | ☐ Other |

| Business Designation Group | | | | | |
|---|---|---|---|---|---|
| ☐ MBE | ☐ WBE | ☐ SBE | ☐ PBE | ☐ | ☐ |
| Minority Business Enterprise | Women-Owned Business Enterprise | Small Business Enterprise | Physically Challenged Business Enterprise | | |

| | | |
|---|---|---|
| Corporate/Business Entity Name: | | |
| (Include d.b.a., if applicable) | | |
| Street Address: | | Website: |
| City, State and Zip Code: | | POC Name and Email: |
| Telephone No: | | Fax No: |
| Local Street Address: | | Website: |
| City, State and Zip Code: | | Local Fax No: |
| Local Telephone No: | | Local POC Name Email: |
| Number of Clark County Nevada Residents Employed: | | |

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

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

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

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

*This section is not required for publicly-traded corporations*.

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

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

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

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

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

Signature _____ Print Name _____

Title _____ Date _____

# DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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***For County Use Only:***

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

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

Notes/Comments:

_____

Signature

_____

Print Name

Authorized Department Representative

# DISCLOSURE OF RELATIONSHIP

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