



Department of Administrative Services

Purchasing and Contracts

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Sabra Smith Newby, Chief Administrative Officer
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CLARK COUNTY, NEVADA RFP NO. 603160-13 HEALTH CARE SERVICES FOR CLARK COUNTY DETENTION CENTER

November 21, 2013

ADDENDUM NO. 1

REQUEST FOR PROPOSAL

- The RFP opening date of December 16, 2013 at 3:00:00 p.m. **remains unchanged.**

GENERAL CONDITIONS

- Page 1, Item No. 8 – Evaluation Information, Paragraph 11 – Compliance with the Owner’s Standard Contract, **add** the following to the end of the first sentence as follows: “, see Exhibit 3”.
- Page 1, Item No. 8 – Evaluation Information, Subsection 1 – Cover Letter, **delete** the reference to sections “20” and “21” and **replace** with “15” and “16”, respectively.
- Page 6, Item No. 8 – Evaluation Information, Subsection 13 – **Delete** in its entirety.
- Pages 6, Item No. 8 – Evaluation Information, Subsection 7 – Transition Implementation Plan – **add** the following to the end of the first paragraph: “During the said transition period, Proposer shall be performing the required services at no charge to Owner. Owner will compensate Proposer once the transition from the current provider to the Proposer has successful been completed.”
- Page 6, Item No. 8 – Evaluation Information, Subsection 15 – **Delete** the language contained within this section in its entirety and **replace** with the following:

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

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

Company	Managerial	Technical	Administrative
Office Personnel located in Clark County / Las Vegas			
Total Firm Personnel			

- Provide a statement as to your firms local resources that will be utilized to complete the work.
- Estimate of the percentage and the kinds of work to be accomplished by the PROPOSER with staff presently residing in Clark County, Nevada.

7. Page 6, Item No. 9 – Submittal Requirements, **delete** reference to “50 pages” within the first sentence and **replace** with “25 sheets of paper, not including any direct responses to Item No.8 – Evaluation Information, Subsections No.10 – Document Samples, No. 16 – Insurance, No. 17 – Disclosure of Ownership/Principals, and No. 18 – Other”.
8. Page 6, Item No. 9 – Submittal Requirements, **delete** reference to “five (5) copies” within the third paragraph and **replace** with “six (6) copies”.

EXHIBIT 1 – SCOPE OF WORK

9. **Add Specification XI – CCDC Offsite Inmate Care Requirements**, see attached.

EXHIBIT

10. **Incorporate “Exhibit 3 - Standard Contract”** as part of the RFP document, see attached.

ADDITIONAL INFORMATION

To obtain copies of the current contract, RFP No. 5532-05 – Health Care Services for CCDC, please complete the “Request for Public Records” available at the following link:

www.clarkcountynv.gov/depts/finance/purchasing/Pages/forms1.aspx

Addendum No. 2 will be forthcoming.

Except as modified herein, all other Bid specifications, terms and conditions shall remain the same.

Should you have any questions, I can be reached at (702) 455-2729 or chetanc@clarkcountynv.gov.

ISSUED BY:


CHETAN CHAMPANERI
Purchasing Analyst

Attachment(s): Specification XI – CCDC Offsite Inmate Care Requirements
Exhibit 3 – Standard Contract

cc: Captain Baker, CCDC
Captain See, CCDC
Lieutenant Teel, CCDC

EXHIBIT 1
SCOPE OF WORK

XI: CDC OFF-SITE INMATE CARE REQUIREMENTS

Contractor shall be responsible for, but not limited to, the following services which will be required for off-site inmate care situations.

A. PRE-EXISTING CONDITIONS

1. Pre-existing conditions are defined as injuries incurred during the commission of a public offense, injuries incurred during arrest for commission of a public offense or injuries or illnesses, which have been treated prior to the prisoner being in custody.
2. Payment for follow-up treatment for pre-existing illnesses or injuries contracted or incurred by a prisoner prior to being in custody and previously treated prior to being in CCDC will not be the responsibility of the CONTRACTOR.
3. Should the level of care due to a pre-existing condition escalate while in custody, the provision and payment for such care shall be the responsibility of the CONTRACTOR.
4. Coordination for follow-up treatment of pre-existing illnesses or injuries previously treated prior to being in CCDC will be the responsibility of the CONTRACTOR.

B. ELECTRONIC APPOINTMENT SCHEDULING

1. CONTRACTOR shall use an electronic appointment scheduling system to consolidate the scheduling of consecutive off-site appointments and services for inmates with hospitals and other health care providers, to minimize the impact upon security staff and available vehicles.
2. CONTRACTOR shall schedule appointments within 24 hours of utilization management approval for urgent requests, and within thirty (30) days of utilization management approval for routine requests.

C. MEDICAL RECORDS RETRIEVAL

1. CONTRACTOR shall implement a process for securing offsite medical and pharmaceutical records relating to care rendered before incarceration, to ensure continuity of care while in custody.

D. ELECTRONIC PATIENT CARE COORDINATION

1. Recommendations involving special procedures or non-routine follow-up must be communicated between the consultant and the CONTRACTOR's Medical Director or designee. Each activity must result in a legible report in the inmate's electronic medical record within 72 hours of the encounter. When an inmate is returned to the CCDC, the CONTRACTOR must place a written report in the medical record based upon a discussion with the off-site consultant that contains the following:
 - a. Reason for the consultation (subjective)
 - b. Appropriate exam/lab findings (objective)
 - c. Diagnosis (assessment) including specific recommendations
 - d. Discharge plan(s) as appropriate
 - e. Follow-up appointment (if necessary).

E. ACUITY NOTIFICATION

1. CONTRACTOR shall be responsible for electronically notifying to the Captain of South Tower Bureau all inmates deemed to have serious acute or chronic medical conditions. The CONTRACTOR shall at the request of OWNER provide all necessary medical information in an expeditious fashion to allow for rapid decision-making. CONTRACTOR shall maintain an electronic record of all notifications made.

F. THIRD PARTY PAYOR IDENTIFICATION AND COLLECTION

1. It is CONTRACTOR's responsibility to inquire of all inmates whether they have private insurance or Medicaid. CONTRACTOR must electronically document the inmate's response and implement a process to ensure payment of qualifying offsite costs are made by the appropriate payor.

G. AFFORDABLE CARE ACT

1. It is the CONTRACTOR's responsibility to implement a process to screen inmates for Medicaid eligibility. For the Medicaid eligible inmates, it is the CONTRACTOR's responsibility to implement a process to ensure that Medicaid is billed for the cost of qualifying inpatient hospital visits.

H. CLAIMS ADJUDICATION

1. CONTRACTOR shall complete a detailed review of all medical services and claims that are administered to inmates having pre-existing conditions. CONTRACTOR will ensure that services must meet utilization review guidelines and that claims are reviewed for appropriate billing practices. CONTRACTOR shall provide OWNER with electronic reports detailing the services provided and the charges processed at the appropriate contracted rate for the county.

I. UTILIZATION REVIEW

1. CONTRACTOR shall implement a Utilization Review program that adheres to Minimum criteria and timely reviews all offsite visits. Offsite requests must be reviewed prospectively, emergency room visits shall be reviewed retrospectively and hospitalizations shall be reviewed concurrently. CONTRACTOR must maintain an electronic log containing, at a minimum: inmate name, inmate number, referring provider, date of referral, type of appointment or service requested, utilization management determination, date and time of appointment, canceled appointments, completed appointments. Utilization management data must be electronically recorded and minable in the form of customizable and searchable reports reflecting costs and trends.

J. CASE MANAGEMENT

1. CONTRACTOR must provide electronic case management services that ensure appropriate facility, length of stay and payor. Electronic case management services must include coordination of patient care and facilitation of discharge planning, including use of formulary drugs. CONTRACTOR must ensure that inmates are evaluated by on-site nursing staff upon return from inpatient hospital, prior to re-entering general population. CONTRACTOR must be able to provide electronic, data-minable reports detailing hospitalization statistics, upon OWNER's request.

EXHIBIT 3
STANDARD CONTRACT

CLARK COUNTY, NEVADA
CONTRACT FOR HEALTH CARE SERVICES FOR
CLARK COUNTY DETENTION CENTER
RFP NO. 603160-13

NAME OF FIRM
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(AREA CODE) AND TELEPHONE NUMBER
(AREA CODE) AND FAX NUMBER
E-MAIL ADDRESS

CONTRACT FOR HEALTH CARE SERVICES FOR CLARK COUNTY DETENTION CENTER

This Contract is made and entered into this _____ day of _____, 2013, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "OWNER"), and NAME, INC. (hereinafter referred to as CONTRACTOR), for Inmate HealthCare Services for The Clark County Detention Center (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, the CONTRACTOR has the personnel and resources necessary to accomplish the PROJECT within the required schedule.

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, OWNER and CONTRACTOR agree as follows:

SECTION 1: 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 OWNER 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 OWNER 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. 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. CONTRACTOR acknowledges that the OWNER 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, gender, ethnicity, disability, national origin, age, or any other protected status, the OWNER may declare the CONTRACTOR in breach of the Contract, terminate the Contract, and designate the CONTRACTOR as non-responsible.
- D. CONTRACTOR acknowledges that CONTRACTOR and any subcontractors, agents or employees employed by CONTRACTOR shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONTRACTOR or any of its officers, employees or other agents.
- E. 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.

- F. 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 infringe on any copyright or patent rights. The CONTRACTOR shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the OWNER 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. OWNER'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 the Contract, and CONTRACTOR shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER cause by CONTRACTOR's performance or failures to perform under this Contract.
- G. CONTRACTOR shall appoint a Manager 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 will replace him or her with a qualified person. If CONTRACTOR fails to make a required replacement within 30 days, OWNER may terminate this Contract for default.
- H. All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONTRACTOR for OWNER 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 OWNER shall become the property of OWNER and shall be delivered to OWNER's representative upon completion or termination of its Contract, whichever ever 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 OWNER. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract. CONTRACTOR will provide its proprietary software "TechCare" for use in the OWNER's facility at no cost to the OWNER. CONTRACTOR shall maintain ownership of this software and the OWNER shall be entitled to quantitative and select information as required by the OWNER and shall be entitled to use the software during the course of this Contract. At the termination or expiration of this Agreement CONTRACTOR shall remove the "TechCare" software. Any medical information regarding inmates within the "TechCare" system will remain the property of the OWNER and, upon OWNER's request, CONTRACTOR will either generate a paper copy of any such data captured using the "TechCare" system or will provide the OWNER such data in the following electronic format, comma delimited, and Microsoft Access.
- I. The CONTRACTOR agrees that its officers and employees will cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- J. The CONTRACTOR will follow OWNER's standard procedures as followed by OWNER's staff in regard to programming changes; testing; change control; and other similar activities.
- K. 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 OWNER.
- L. The CONTRACTOR shall accept responsibility for ensuring that all computer systems that the CONTRACTOR uses to conduct business shall be Year 2000 compliant and provide for computations for leap years. In the event of the inability to deliver products and services under this Contract caused by Year 2000 computer related problems, the OWNER shall have the right to obtain these products and services on the open market and charge the CONTRACTOR the difference between the Contract price and the open market price.
- M. The CONTRACTOR agrees to provide the information on the attached "Disclosure of Ownership! Principals" form prior to any contract award by the Board of County Commissioners.
- N. The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

- O. CONTRACTOR will determine the type of equipment, supplies and forms necessary to implement and operate an adequate medical care system for the inmates.
- P. CONTRACTOR will approve the contents, number, location and procedure for the monthly inspection of the first-aid kits, which contents shall at all times meet first-aid needs as established by the American Red Cross. Contractor will certify compliance consistent with administrative approval.
- Q. CONTRACTOR will also provide and pay for the following equipment and supply items:
1. Medical and dental supplies;
 2. "CONTRACTOR shall provide and pay for all pharmaceuticals, with the exception of Acquired Immune Deficiency Syndrome ("AIDS") and/or Human Immunodeficiency Virus ("HIV") pharmaceuticals. CONTRACTOR shall provide AIDS or HIV pharmaceuticals to OWNER at CONTRACTOR'S cost and receive reimbursement from OWNER for same."
 3. Office supplies and forms utilized by this program;
 4. Laboratory tests (excluding legal blood alcohol or urine analysis tests);
 5. X-rays;
 6. Repair and maintenance of all equipment utilized by CONTRACTOR;
 7. All telephone charges from the CONTRACTOR's assigned telephones for long distance, operator assistance, information, 900 numbers, and abuse/neglect will be the responsibility of the CONTRACTOR and deducted from its monthly billing.
 8. All typewriters, calculators, copy machines and typewriter stands;
 9. Any hospital or specialized beds; and
 10. Any other item required by CONTRACTOR and not supplied by OWNER.
- R. CONTRACTOR has the sole responsibility for storage of materials and acknowledges that neither OWNER nor Administrator will be responsible for loss of or damage to materials, tools, equipment, appliances or work arising from acts of theft, vandalism, malicious mischief or other causes, even if stored in area provided by OWNER.
- S. "The CONTRACTOR shall provide for parking privileges at an area parking garage in the downtown Las Vegas area beginning December 1, 2006. All full time, part time, and per diem employees of the CONTRACTOR assigned to perform medical services at the Clark County Detention Center shall be afforded the opportunity to park at this location and the CONTRACTOR shall be responsible for all costs associated with the basic parking service."

SECTION II: RESPONSIBILITY OF OWNER

- A. The OWNER 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 Owner's representative, South Tower Bureau Commander, Clark County Detention Center, telephone number (702) 671-3939. OWNER's representative may delegate any or all of his/her responsibilities under this CONTRACT to appropriate staff members, and shall so inform CONTRACTOR by written notice before the effective date of each such delegation. OWNER may designate another person as its representative upon written notice to CONTRACTOR."
- C. The review comments of OWNER's representative may be reported in writing as needed to CONTRACTOR. It is understood that OWNER's representatives review comments do not relieve CONTRACTOR from the responsibility for the professional and technical accuracy of all work delivered under this Contract.

- D. OWNER shall, without charge, furnish to or make available for examination or use by CONTRACTOR as it may request, any data which OWNER has available, Including as examples only and not as a limitation:
1. Copies of reports, records, and other pertinent documents.
 2. Copies of previously prepared reports, documents, and information related to the services specified by this Contract. CONTRACTOR shall return any original data provided by OWNER.
- E. OWNER shall assist CONTRACTOR in obtaining data on documents from public officer or agencies, and from private citizens and business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- F. CONTRACTOR will not be responsible for accuracy of information or data supplied by OWNER or other sources to the extent such information or data would be relied upon by a reasonably prudent CONTRACTOR.
- G. OWNER will provide or arrange for adequate security in all medical service areas where inmates may be located. OWNER will provide adequate space for the performance of medical care service at the Detention Center.
- I. OWNER will provide the following:
 1. Office furnishings and medical equipment as listed on the joint opening inventory attached hereto as Exhibit D.
 2. All sheets and blankets.
 3. Beds and mattresses (non-hospital type).
 4. Utilities
 5. Fire extinguishers
 6. Laundry service for prisoner's uniforms and bedding.
 7. Disposal of solid waste except contaminated material (bio-hazard), which is to be disposed of in accordance with applicable regulations, by the CONTRACTOR.
 8. General maintenance of facilities, as required, to include cleaning floors.
 9. Prisoner meals to include special diets as required by CONTRACTOR physicians.
 10. Blood and urine collection kits for legal blood/urine tests.
 11. All laboratory analysis related to NRS Chapter 484.393 or any other applicable statutes (Driving Under the Influence).
- H. OWNER will be under no obligation to provide additional equipment other than specifically described in this Agreement.
- I. Prior to undertaking any acts or performance or medical care services pursuant to this Agreement, CONTRACTOR and Administrator (as defined in Scope of Work, Exhibit A) will jointly conduct a complete opening inventory of medical (to include dental) and non-medical equipment listed on said opening inventory. CONTRACTOR agrees to repair or provide an equivalent quality replacement for any listed item that wears out breaks down or that becomes damaged or lost throughout the term of the Agreement. OWNER agrees to allow CONTRACTOR to use all medical and dental supplies on the said Opening Inventory. The Opening Inventory will be audited and updated on an annual basis.

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. The OWNER 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 the OWNER 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 the OWNER.

SECTION V: COMPENSATION AND TERMS OF PAYMENT

- I. OWNER agrees to pay CONTRACTOR for the performance of services described in the Scope of Work (Exhibit A), the annual base price of \$xx.xx annually, to be paid in installments of \$xx.xx per month. 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.

II. Payments

1. CONTRACTOR will invoice the OWNER for its monthly base compensation on the first day of each month following the month in which services are to be rendered.
2. Payment of invoices will be made within 30 calendar days after receipt of an accurate invoice that has been reviewed and approved by the OWNER's representative.
3. The OWNER's representative shall notify the CONTRACTOR in writing within 14 calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph B.2 above. Upon resolution of the disputed amount by the OWNER and the CONTRACTOR, payment will be made in accordance with paragraph 8.2 above.
4. No penalty will be imposed on OWNER if the OWNER fails to pay CONTRACTOR within 30 calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.
5. In the event that legal action is taken by the OWNER or the CONTRACTOR based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to OWNER's available unencumbered budgeted appropriations for the PROJECT.
6. OWNER 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. Invoices shall be submitted to the Finance Officer, Clark County Detention Center, 330 S. Casino Center Blvd, Las Vegas, Nevada 89101.
8. In addition to the other compensation owed to Contractor hereunder, Owner shall make compensation to Contractor for hemodialysis and related services performed at the Clark County Detention Center as follows:
 - a. Upon receipt of an invoice as set forth in Exhibit A, Section VIII, Subsection N, paragraph "1", Owner shall pay, within 30 days, a fee of \$XXX.XX per treatment, which, except as otherwise provided herein, covers all work performed in relation to hemodialysis and related services. Dialysis specific medications administered to the patients by the nurses during the dialysis treatment (i.e., antibiotics, bone care and anemia management medications, etc.) will be invoiced to Owner at Name's costs. Said fee applies upon refusal of treatment by the inmate at the actual time of service if the actual services have begun. A fixed fee of \$XX.XX will apply for any other refusal by the inmate prior to commencement of the actual service.

As compensation for peritoneal dialysis (PO) and related services provided by Contractor, Owner shall make compensation as follows:

- b. Upon receipt of a detailed invoice, Owner shall pay, within 30 days, a fixed fee of \$XXX.XX per day, per inmate requiring peritoneal dialysis services

III. Aggregate Cap

The CONTRACTOR'S liability for costs incurred for in-patient hospital care of inmates for whom CONTRACTOR is responsible shall be limited to a single maximum cost of \$XX,XXX.XX per inmate, per each year of this Agreement and an aggregate maximum cost of \$XXX,XXX.XX per each year of this Agreement

1. For purposes of this section, the following definitions shall apply:
 - a. Aggregate Maximum Cost shall mean the total limit of the CONTRACTOR'S liability for all costs which result from the CONTRACTOR'S responsibility to provide in-patient hospital care to inmates. Aggregate Maximum Cost shall not include any expenses incurred by CONTRACTOR'S staff or employees who provide medical care to the prisoner at the hospital.
 - b. Cost shall mean only those in-patient hospital expenses which are directly related to the prisoner's in-patient hospital care including, but not limited to, emergency room expenses and physician fees.
 - c. In-Patient Hospital Care shall mean all medical care, treatment and costs related thereto, which a prisoner receives at any hospital(s) to which that prisoner has been referred for medical services by CONTRACTOR.
 - d. Single Maximum Cost shall mean the total limit of the CONTRACTOR'S liability for the in-patient hospital care given to any one inmate. Single maximum cost shall include the expenses incurred by any medical provider who is not an employee of the CONTRACTOR who is retained to provide medical care to the prisoner, but shall not include the expenses incurred by CONTRACTOR'S staff or employees who provide medical care to the prisoner at the hospital. All costs in excess of the single maximum cost shall not be chargeable as part of the Aggregate Maximum Cost.
2. CONTRACTOR shall submit an invoice for the previous month's charges in excess of the single maximum cost and aggregate cap to OWNER during the month following the month of service. OWNER shall remit payment to CONTRACTOR within 30 days of receipt of the invoice.

IV. Changes in Inmate Population

1. The parties agree that the annual base compensation is calculated based upon an average daily inmate population ("ADP") of 3000 inmates. ADP is defined to mean the sum total of all daily administrative inmate population counts performed during a calendar month divided by the number of days in that calendar month.
2. Should the total ADP exceed 3000 inmates in any month, OWNER shall pay CONTRACTOR additional compensation based on a per diem rate of \$X.XX. To calculate the additional compensation owed to CONTRACTOR, the ADP at the CCDC and ADP at the NVC will be added together. The \$X.XX per diem rate will be multiplied by the number of inmates in excess of 3000. This number will then be multiplied by the number of days in the month of the service.
3. OWNER shall provide CONTRACTOR with the current ADP calculation each Monday of the month, along with a final ADP calculation on the first business day following the end of the month.
4. CONTRACTOR shall submit an invoice for the previous months per diem charges to OWNER during the month following the month of service. OWNER shall remit payment to CONTRACTOR within 30 days of receipt of the invoice.

5. This per diem is intended to cover additional costs in those instances where minor short term increases in the inmate population result in the higher utilization of routine supplies and services. This per diem, however, is not intended to provide for any additional fixed costs, such as new staffing positions, which might prove necessary if the inmate population grows significantly and if the population increase is sustained.

V. Annual Compensation Escalator

1. The compensation (annual base price and per diem rate as defined in paragraphs A and D of this Section, respectively) for subsequent years of this Agreement, including any extensions, shall include a reasonable increase to insure the delivery of the same quality and quantity of health services. The same annual increase shall apply to the Aggregate Maximum Cost and the Single Maximum Cost (as those terms and amounts are defined in paragraph C of this Section).
2. On July 1, 2005 the annual base price, per diem rate, Aggregate Maximum Cost and the Single Maximum Cost will increase by 1.83%. Subsequent annual increases will take effect July 1 of each year this Agreement is in force and will be calculated using the Consumer Price Index ("CPI").
3. The annual increase in compensation on July 1, 2006, and each subsequent July 1st that this Agreement is in force, will be calculated using the Department of Labor's CPI for Medical Care Services, not seasonally adjusted, for the preceding year (i.e. the increase which will take effect on July 1, 2006 will be calculated using the Department of Labor's CPI for Medical Care Services, not seasonally adjusted, from January 1, 2005 through January 1, 2006). The resultant percentage increase shall be multiplied by the current annual base price, per diem rate, Aggregate Maximum Cost and Single Maximum Cost to determine each subsequent year's annual base compensation, per diem rate, Aggregate Maximum Cost and Single Maximum Cost.

VI. Changes in the Law

If any statute, rule or regulation is passed, or any order issued, or any statute or guideline adopted or interpretation made, that materially changes the scope of services or increases the cost to CONTRACTOR of providing health care services hereunder, coverage of costs related to such changes are not covered in this Agreement and would need to be renegotiated with the OWNER.

VII. Changes in Standard of Care or Scope of Services

The prices in paragraphs A, B and C of this Section reflect the scope of services as finally agreed upon by the parties to this Contract. Should any new treatments, community standards of care, drug classes or diagnostic tests be mandated by community health care standards, or should OWNER request a change in the scope of services, and CONTRACTOR's complying with these changes result in an increase in cost to CONTRACTOR, coverage of costs related to such changes are not covered in this Agreement and would need to be renegotiated with the OWNER.

VIII. OWNER'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 the OWNER's financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER's obligations under it shall be extinguished at the end of the fiscal year in which the OWNER fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. OWNER'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 OWNER's purchase order(s) to the CONTRACTOR.

IX. Payment for Temporary Services

1. OWNER agrees to pay CONTRACTOR for the performances of the services based on an ADP of 150-249 inmates and described in Exhibit A, Scope of Work, section VII, Item B, Exhibit E, monthly installments in the amount of \$XXX,XXX.00 It is expressly understood that the entire work defined in Exhibit A and all of the amendments 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.
2. Should the ADP at NVC reach 250, OWNER agrees to pay CONTRACTOR for the performances of the services at the NYC based on an ADP of 250-499 inmates and as set forth in Exhibit A, Scope of Work, section VII, Item B, Exhibit E, monthly installments in the amount of \$XX,XXX.00. It is expressly understood that the entire work defined in Exhibit A and all of the amendments 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.
3. Should the ADP at NVC reach 500, OWNER agrees to pay CONTRACTOR for the performances of the services at the NVC based on ADP of 500-749 inmates and as set forth in Exhibit A, Scope of Work, section VII, Item B, Exhibit E, monthly installments in the amount of \$XXX,XXX.XX. It is expressly understood that the entire work defined in Exhibit A and all of the amendments 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.
4. Should the ADP at NVC reach 750, OWNER agrees to pay CONTRACTOR for the performances of the services at the NVC based on an ADP of 750-999 inmates and described in Exhibit A, Scope of Work, section VII, Item B, Exhibit E, monthly installments in the amount of \$XXX,XXX.XX. It is expressly understood that the entire work defined in Exhibit A and all of the amendments 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.
5. Should the ADP at NYC reach 1,000, OWNER agrees to pay CONTRACTOR for the performances of the services at the NVC based on an ADP of 1,000 or more inmates and as set forth in Exhibit A, Scope of Work, section VII, Item B, Exhibit E, monthly installments in the amount of \$XXX,XXX.XX. It is expressly understood that the entire work defined in Exhibit A and all of the amendments 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.
6. Should the total ADP exceed 3000 inmates in any month, OWNER shall pay CONTRACTOR additional compensation per diem rate of \$XX.XX. To calculate the additional compensation owed to CONTRACTOR, the ADP at the CCDC and the ADP at the NVC will be added together. The \$X.XX per diem rate will be multiplied by the number of inmates in excess of 3000. This number will then be multiplied by the number of days in the month of the service.

SECTION VI: SUBCONTRACT:

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

- B. Approved by OWNER of CONTRACTOR's request to subcontract or acceptance of or payment for subcontracted work by OWNER 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 OWNER 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 V shall not be affected by OWNER's approval of CONTRACTOR's request to subcontract.

SECTION VII: MISCELLANEOUS PROVISIONS

A. Time Schedule

- 1. Time is of the essence of this contract.
- 2. CONTRACTOR shall complete the PROJECT in accordance with Exhibit A of this Contract.
- 3. If the CONTRACTOR's performance of services is delayed or if the CONTRACTOR's sequence of tasks is changed, CONTRACTOR shall notify the OWNER'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 the OWNER's written approval.

B. Termination:

- 1. This Contract may be terminated in whole or in part by either party in the event of substantial failure 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 30 calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
- 2. This Contract may be terminated in whole or in part by either party for their convenience; but only after the non-terminating party is given:
 - a. not less than 30 calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
- 3. If termination for default is effected by the OWNER, the OWNER will pay CONTRACTOR that portion of the compensation which has been earned as of the effective date of termination but
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the CONTRACTOR at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONTRACTOR's default.
- 4. 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 the OWNER's representative, copies of all deliverables as provided in Section.
- 5. Upon termination, the OWNER 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, the OWNER shall have the right to make an unsolicited offer of employment to any employees of the CONTRACTOR assigned to the performance of this Contract.
- 6. If after termination for failure of either party to fulfill contractual obligations it is determined that the non terminating party has not so failed, the termination shall be deemed to have been effected for the convenience of the terminating party.
- 7. The rights and remedies of the OWNER and the CONTRACTOR provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

8. Neither party shall be considered in default in the performance of its obligations here under, 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.

C. 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, the OWNER shall have the right to annul this Contract without liability or units discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

D. Gratuities

1. The OWNER may, by written notice to the CONTRACTOR, terminate this Contract if it is found after notice and hearing by the OWNER 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 the OWNER 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, the OWNER 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 the OWNER) which shall be not less than 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 the OWNER 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.

E. Performance Bond

A performance bond of 15% of the annual contract amount will be maintained for the duration of the contract for this project.

F. Insurance

The CONTRACTOR shall obtain and maintain the insurance coverages 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 coverages in their prices.

G. Indemnity

The CONTRACTOR does hereby agree to defend, indemnify, and hold harmless the OWNER, the Las Vegas Metropolitan Police Department and their employees, officers and agents 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.

H. 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 (SSE), 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 OWNER's information only.

I. .Audits

The performance of this contract by the CONTRACTOR is subject to review by the OWNER to insure contract compliance. The CONTRACTOR agrees to provide the OWNER 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. Assignment

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

L. Governing Law

Nevada law shall govern the interpretation of this Contract

M. Term of Contract

OWNER agrees to retain CONTRACTOR for the period from date of award to June 30,2008, with the OWNER's option to renew for two one-year periods, subject to the provisions of Sections V and VII herein. During this period, CONTRACTOR agrees to provide services as required by OWNER within the scope of this Contract.

N. Contract Extension

OWNER reserves the option to temporarily extend this contract for up to 3 months from its expiration date for any reason.

O. Confidential Treatment of Information

Contractor shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract. The Owner agrees that any information or data received from the Contractor which is designated as confidential or privileged shall not be divulged to any person, firm, corporation or other entity except as compelled by order of a court, including a subpoena, or as otherwise required by the Nevada Revised Statutes. In the event of a public records demand made pursuant to Nevada Revised Statutes, Owner will proffer to Contractor defense of any action or threatened action. If Contractor fails to accept the offer and agree to indemnify Owner from any fees or penalties which may be assessed by a court for failure to comply with a Nevada Statute mandating disclosure of a public record, Owner may use, without liability to Contractor, its own discretion in determining whether to provide the requested information.

P. Immunity For Incorrect Date Generation

The OWNER, its officers and employees shall be immune for any breach of this Contract caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the OWNER, its officers or employees, regardless of the cause of the error (reference NRS Chapter 41.0321).

Q. 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.

R. Notice

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 OWNER: Clark County Detention Center
 330 South Casino Center Boulevard
 Las Vegas, Nevada 89101

TO CONTRACTOR:

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::

By: _____
NAME DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: _____
ELIZABETH A. VIBERT DATE
Deputy District Attorney

EXHIBIT 1
SCOPE OF WORK

TO BE DETERMINED

EXHIBIT B
CONTRACT FOR HEALTH CARE SERVICES FOR CLARK COUNTY DETENTION CENTER
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)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
 8. Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 9. 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
 10. Appointed Agent Signature to include license number and issuing state.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP 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 INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(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. 603160-13, entitled CONTRACT FOR HEALTH CARE SERVICES FOR CLARK COUNTY DETENTION CENTER;
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

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

Minority Owned Business Enterprise (MBE):

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

Women Owned Business Enterprise (WBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

Physically-Challenged Business Enterprise (PBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

Small Business Enterprise (SBE):

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

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

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

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

Number of Clark County Nevada Residents employed by this firm.

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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

Title

Print Name

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)

For County Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

DISCLOSURE OF RELATIONSHIP

For County Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative