



Department of Administrative Services

Purchasing and Contracts

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CLARK COUNTY, NEVADA

RFP NO. 603160-13

HEALTH CARE SERVICES FOR CLARK COUNTY DETENTION CENTER

November 27, 2013

ADDENDUM NO. 2

REQUEST FOR PROPOSAL

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

GENERAL CONDITIONS

2. Page 1, Item No. 3 Scope of Project, **delete** second sentence and **replace** with "The services will conform in applicable respects to the standards of the National Commission on Correctional Health Care (NCCHC), American Correctional Association (ACA), and the Prisoner Rape Elimination Act National Standards (PREA) except only as modified by these specifications.
3. Page 1, Item No. 8 – Evaluation Information, Paragraph 8 – Project Fee, **delete** the reference to subsection Item Numbers "7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7" only and **replace** with "8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7", respectively.
4. Page 1, Item No. 8 – Evaluation Information, Paragraph 8 – Project Fee, subsection 8.1, Paragraph A, **add** the following to the end of the first sentence as follows", and The North Valley Complex". In addition, **add** new sentence as follows to the end of the first paragraph as follows: "The above noted number of inmates is subject to change. Therefore, the based fee shall cover the requirements for North Tower, South Tower, Central Booking, and North Valley Complex and the base fee shall be based on 3500 total aggregate inmates in Owner's physical custody.
5. Page 1, item No. 8 – Evaluation Information, Paragraph 8 – Project Fee, subsection 8.1, Paragraph B, delete subsection I. in its entirety.
6. Page 1, Item No. 8 – Evaluation Information, Paragraph 8 – Project Fee, subsection 8.1, **Add New Paragraph C** as noted below, and renumber existing paragraph "C, D, E, and F" to "D, E, F, and G", respectively.

"C. Provide a Per Diem Rate for each inmate, for all the services required herein, in excess of 3500 aggregate inmates in Owner's physical Custody.
7. Page 5, Item No. 8 – Evaluation Information, Paragraph 8 – Project Fee, subsection Item No. 8.2, **add** the following to the first sentence ", referenced within Section VII – Staffing, Paragraph B – The Staffing Plan. Proposer shall confirm if they can meet the minimum requirements and respond accordingly to the questions identified below. The staffing requirements identified below shall be responsible for requirements at CCDC and NVC, unless otherwise noted"

BOARD OF COUNTY COMMISSIONERS

STEVE SISOLAK, Chairman • LARRY BROWN, Vice Chairman

SUSAN BRAGER • TOM COLLINS • CHRIS GIUNCHIGLIANI • MARY BETH SCOW • LAWRENCE WEEKLY

8. Page 5, Item No. 8 – Evaluation Information, Paragraph 8 – Project Fee, subsection Item No. 8.2, subsection C – **delete** the language contained therein and **replace** with the following: “C1. Three (3) – To provide physician services to inmates in the Clark County Detention Center. C2. One (1) – To provide physical services to inmates in the North Valley Complex”.
9. Page 5, Item No. 8 – Evaluation Information, Paragraph 8 – Project Fee, subsection Item No. 8.2, subsection F, **delete** second line and **replace** with “Mental Health Providers shall be staffed appropriately to provide adequate mental health treatment and programs, including adequate individual and group therapy.”

EXHIBIT 1 – SCOPE OF WORK

10. Page 1-2, Item No. 1 Definitions, add new paragraph W. as follows: “ W. Prison Rape Elimination Act National Standards (PREA)”
11. Page 1-14, Section VII – Staffing, Paragraph B, third to last sentence, add “total aggregate” after the reference to “3500”. In addition, last sentence, add “total in Owners physical custody” after the reference to “3500”.

EXHIBIT 3

12. **Delete** Exhibit 3 – Standard Contract and replace with the attached Revised Standard Contract (minor modifications have been made; the changes have been identified in bold).

ADDITIONAL INFORMATION

Addendum No. 3 will be forthcoming to respond to additional questions that have been received and not responded to herein.

QUESTIONS AND ANSWERS

- Q1. Page 3, Section 8.1.b.I and II ask for an “acceptable inmate acuity level. Do you want us to describe the limits of inmate acuity that we would expect to care for under a proposed contract?
A1. YES
- Q2. Page 5, section 8.4. Are medical billing staff required to be on-site at the CCDC?
A2. NO
- Q3. Page 1-2, Section II.B.4 includes the statement, “The CONTRACTOR will pursue reimbursement through all available insurance options to include Medicaid.” We assume that this would be done on behalf of the OWNER. Is this correct?
A3. YES
- Q4. Page 1-4, section VI.A.1. Based on the discussion at the pre-bid conference, you indicated that you did not expect the CONTRACTOR to have an interface between its EMR and the CCDC JMS within 60 days, but that you do expect the CONTRACTOR to have an interim plan in place to manage information exchange prior to completion of an interface. Do you have an expected deadline for completion of the interface?
A4. Within 90 days of the conception of the contract
- Q5. With regard to the EMR implementation, some jails or counties insist on having the application and database on servers physically within the four-walls of the jail or other county-owned facilities, while others are comfortable with having the application and data running on servers located in off-site data centers with high levels of security, redundancy, etc. What is the CCDC’s position on this?
A5. Answer will be forthcoming.
- Q6. Page 1-6, section VI.A.15.I. Is it acceptable for the CONTRACTOR’s local business office to be within the physical confines of the CCDC?
A6. Currently, we provide space for on-site administrative staff, but not business office personnel. Within CCDC space is very limited and we would most likely not be able to provide any additional square footage.

- Q7. Page 1-17, Section VIII.F.7. Is the CONTRACTOR financially responsible for the cost of inmates while at Lakes Crossing?
- A7. **Typically not; however there have been some rare cases where inmates housed at Lakes Crossing require either outpatient medical care or hospitalization. The CONTRACTOR will be responsible for these costs. CONTRACTOR will be responsible for providing court ordered lab work and x-rays for inmates scheduled for transfer to Lakes Crossing prior to their departure.**
- Q8. Page 1-18, Section VIII.N.1: **How many dialysis stations are on-site at the CCDC?**
- A8. **Three (3) stations on-site.**
- Q9. Page 1-18, Section VIII.N.1 How often is the Nephrologist on site at the CCDC?
- A9. **Answer will be forthcoming.**
- Q10. Page 1-18, Section VIII.N.1. Does the \$450 fee per treatment for off-site dialysis treatment refer to the CONTRACTOR's fee to the CCDC?
- A10. **Yes**
- Q11. Page 1-18, Section VIII.N.1. How many inmates have been self-administering CAPD in 2013? How many total and how many per month, on average (unique inmates, not treatments)?
- A11. **Answer will be forthcoming.**
- Q12. Exhibit 2, Statistics: Pharmacy – Can we get a more detailed breakdown of medications administered, including a list of most frequently prescribed medications?
- A12. **Answer will be forthcoming**
- Q13. Exhibit 2, Statistics: Pharmacy Pharmacy – Can we get a detailed breakdown of average number of inmates on psych medications per day? In particular can we get more information on the average number of inmates on antipsychotic medications per day, including a breakout of inmates and doses of atypical antipsychotic medications (e.g., Abilify)?
- A13. **Answer will be forthcoming**
- Q14. We understand that some counties in Nevada have a practice of using temporary release, as permitted under NRS 211.230, for most or all inmates who go off-site for care, significantly reducing the cost of such care to the jail and/or the medical provider. What is CCDC's current practice with regard to use of temporary release?
- A14. **CCDC evaluates each case on an individual basis. We have used the process in NRS 211.230 in the past; however, the significant portion of the inmates in our care are in custody for criminal charges that render temporary release for medical purposes impractical.**

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): Exhibit 3 – Standard Contract

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

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 _____, 2014, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "OWNER"), and NAME, INC (hereinafter referred to as PROVIDER}, for Inmate HealthCare Services for The Clark County Detention Center (hereinafter referred to as "PROJECT").

WITNESSETH:

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

WHEREAS, PROVIDER 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 PROVIDER agree as follows:

SECTION 1: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent PROVIDER, 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, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER 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, PROVIDER agrees that it will not employ unauthorized aliens in the performance of this Contract.
- C. PROVIDER acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER 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, OWNER may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.
- D. PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of 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 PROVIDER or any of its officers, employees or other agents.
- E. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.

- F. It shall be the duty of PROVIDER 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. PROVIDER will not produce a work product which violates or infringe on any copyright or patent rights. The PROVIDER 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 PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance or payment for any of PROVIDER'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 PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER cause by PROVIDER's performance or failures to perform under this Contract.
- G. PROVIDER 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 PROVIDER's associates, and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, the PROVIDER will replace him or her with a qualified person. If PROVIDER 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 PROVIDER 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 PROVIDER 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, which ever comes first. PROVIDER 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. PROVIDER will provide its proprietary software "TechCare" for use in OWNER's facility at no cost to OWNER. PROVIDER shall maintain ownership of this software and the OWNER shall be entitled to quantitative and select information as required by OWNER and shall be entitled to use the software during the course of this Contract. At the termination or expiration of this Contract PROVIDER 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, PROVIDER will either generate a paper copy of any such data captured using the "TechCare" system or will provide OWNER such data in the following electronic format, comma delimited, and Microsoft Access.
- I. PROVIDER 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. PROVIDER 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. PROVIDER 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. PROVIDER shall accept responsibility for ensuring that all computer systems that PROVIDER 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 PROVIDER the difference between the Contract price and the open market price.
- M. PROVIDER 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 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. PROVIDER will determine the type of equipment, supplies and forms necessary to implement and operate an adequate medical care system for the inmates.
- P. PROVIDER 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. PROVIDER will certify compliance consistent with administrative approval.
- Q. PROVIDER will also provide and pay for the following equipment and supply items:
 - 1. Medical and dental supplies;
 - 2. PROVIDER shall provide and pay for all pharmaceuticals, with the exception of Acquired Immune Deficiency Syndrome ("AIDS") and/or Human Immunodeficiency Virus ("HIV") pharmaceuticals. PROVIDER shall provide AIDS or HIV pharmaceuticals to OWNER at PROVIDER'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 PROVIDER;
 - 7. All telephone charges from PROVIDER's assigned telephones for long distance, operator assistance, information, 900 numbers, and abuse/neglect will be the responsibility of the PROVIDER 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 PROVIDER and not supplied by OWNER.
- R. PROVIDER 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. PROVIDER shall provide for parking privileges at an area parking garage in the downtown Las Vegas area for all full time, part time, and per diem employees of the CONTRACTOR assigned to perform medical services at the Clark County Detention Center. PROVIDER 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 PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. "The services performed by PROVIDER 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 PROVIDER by written notice before the effective date of each such delegation. OWNER may designate another person as its representative upon written notice to PROVIDER."
- C. The review comments of OWNER's representative may be reported in writing as needed to PROVIDER. It is understood that OWNER's representatives review comments do not relieve PROVIDER 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 PROVIDER 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. PROVIDER shall return any original data provided by OWNER.
- E. OWNER shall assist PROVIDER 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. PROVIDER 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 PROVIDER.
- 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 PROVIDER.
 8. General maintenance of facilities, as required, to include cleaning floors.
 9. Prisoner meals to include special diets as required by PROVIDER 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 **Contract**.
- I. Prior to undertaking any acts or performance or medical care services pursuant to this **Contract**, PROVIDER 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. PROVIDER 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 **Contract**. OWNER agrees to allow PROVIDER 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 PROVIDER 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. 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 PROVIDER'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 PROVIDER for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by PROVIDER 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 PROVIDER shall be furnished without the written authorization of OWNER.

SECTION V: COMPENSATION AND TERMS OF PAYMENT

- I. OWNER agrees to pay PROVIDER 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 PROVIDER and it shall be PROVIDER's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed.

II. Payments

1. PROVIDER will invoice 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. OWNER's representative shall notify PROVIDER in writing within 14 calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph **V.11.2** above. Upon resolution of the disputed amount by OWNER and PROVIDER, payment will be made in accordance with paragraph **V.11.2** above.
4. No penalty will be imposed on OWNER if OWNER fails to pay PROVIDER 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 OWNER or PROVIDER 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 PROVIDER all damages, costs and expenses caused by PROVIDER's negligence, resulting from or arising out of errors or omissions in PROVIDER's work products, which have not been previously paid to PROVIDER.
7. Invoices shall be submitted to the Finance Office, Clark County Detention Center, 330 S. Casino Center Blvd, Las Vegas, Nevada 89101.
8. In addition to the other compensation owed to PROVIDER hereunder, Owner shall make compensation to PROVIDER 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 PROVIDER, 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

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

1. For purposes of this section, the following definitions shall apply:
 - a. Aggregate Maximum Cost shall mean the total limit of the PROVIDER'S liability for all costs which result from the PROVIDER'S responsibility to provide in-patient hospital care to inmates. Aggregate Maximum Cost shall not include any expenses incurred by PROVIDER'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 PROVIDER.
 - d. Single Maximum Cost shall mean the total limit of PROVIDER'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 PROVIDER who is retained to provide medical care to the prisoner, but shall not include the expenses incurred by PROVIDER'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. PROVIDER 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 PROVIDER 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 PROVIDER additional compensation based on a per diem rate of \$X.XX. To calculate the additional compensation owed to PROVIDER, the ADP at the **Clark County Detention Center ("CCDC")** and ADP at the **North Valley Complex ("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 PROVIDER 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. PROVIDER 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 PROVIDER 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 I and IV of this Section V, respectively) for subsequent years of this Contract, 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 III of this Section).
2. The annual increase in compensation **will be calculated on July 1st of each year beginning July 1, 2015 and each subsequent July 1st** that this **Contract** 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, 2015 will be calculated using the Department of Labor's CPI for Medical Care Services, not seasonally adjusted, from January 1, 2014 through January 1, 2015). 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 PROVIDER of providing health care services hereunder, coverage of costs related to such changes are not covered in this Contract and would need to be renegotiated with the OWNER.

VII. Changes in Standard of Care or Scope of Services

The prices in paragraphs I, II and III 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 PROVIDER's complying with these changes result in an increase in cost to PROVIDER, coverage of costs related to such changes are not covered in this Contract 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 PROVIDER.

IX. Payment for Temporary Services

1. OWNER agrees to pay PROVIDER for the performances of the services based on an ADP at **NVC** 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 PROVIDER and it shall be the PROVIDER'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 PROVIDER for the performances of the services at the **NVC** 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 PROVIDER and it shall be the PROVIDER'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 PROVIDER 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 PROVIDER and it shall be the PROVIDER'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 PROVIDER 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 PROVIDER and it shall be the PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed.
5. Should the ADP at NVC reach 1,000, OWNER agrees to pay PROVIDER 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 PROVIDER and it shall be the PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed.

SECTION VI: SUBCONTRACT:

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of OWNER.
- B. Approval by OWNER of PROVIDER's request to subcontract or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of work under this Contract by PROVIDER's subcontractor or its sub-subcontractor.
- C. The compensation due under Section V shall not be affected by OWNER's approval of PROVIDER's request to subcontract.

SECTION VII: MISCELLANEOUS PROVISIONS

- A. Time Schedule
 1. Time is of the essence of this contract.
 2. PROVIDER shall complete the PROJECT in accordance with Exhibit A of this Contract.
 3. If PROVIDER's performance of services is delayed or if PROVIDER's sequence of tasks is changed, PROVIDER shall notify 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 **90** 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 OWNER for their convenience; but only after the non-terminating party is given:
 - a. not less than **90** 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 OWNER, OWNER will pay PROVIDER 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 PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to OWNER by reason of PROVIDER's default.
4. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to OWNER's representative, copies of all deliverables as provided in Section.
5. Upon termination, OWNER may take over the work and prosecute the same to completion by Contract with another party or otherwise. In the event PROVIDER shall cease conducting business, OWNER shall have the right to make an unsolicited offer of employment to any employees of PROVIDER 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 OWNER and PROVIDER 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 PROVIDER's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER's control.

C. Covenant Against Contingent Fees **only used when Federally Funded**

PROVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, 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. OWNER may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of 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, OWNER shall be entitled:
 - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this contract by PROVIDER; 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 OWNER) which shall be not less than 3 nor more than 10 times the costs incurred by PROVIDER 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. Insurance

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

F. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless OWNER, the Las Vegas Metropolitan Police Department (“Metro”) 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 PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

G. Subcontractor Information

PROVIDER 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 PROVIDER is for OWNER's information only.

H. Audits

The performance of this Contract by PROVIDER is subject to review by OWNER to insure contract compliance. The PROVIDER agrees to provide OWNER any and all information requested that relates to the performance of this contract. All request for information will be in writing to PROVIDER. 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.

I. Covenant

The PROVIDER 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. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Assignment

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

K. Governing Law

Nevada law shall govern the interpretation of this Contract

L. Term of Contract

OWNER agrees to retain PROVIDER for the period from date of award to June 30, 2018.

M. Contract Extension

OWNER reserves the option to temporarily extend this contract for up to 6 months from its expiration date for any reason.

N. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract. OWNER agrees that any information or data received from PROVIDER 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 PROVIDER defense of any action or threatened action. If PROVIDER 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 PROVIDER, its own discretion in determining whether to provide the requested information.

O. Immunity For Incorrect Date Generation

The OWNER, Metro, 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).

P. ADA Requirements

All work performed or services rendered by PROVIDER 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.

Q. 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 PROVIDER:

R. Discrimination

PROVIDER acknowledges that the COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER 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 PROVIDER in breach of the Contract, terminate the Contract, and designate the PROVIDER as non-responsible.

S. Covenant

The PROVIDER 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. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

T. Disclosure of Ownership Form

The PROVIDER 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

PROVIDER::

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, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** The PROVIDER 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 PROVIDER's insurance shall be primary as respects the Owner, its officers and employees.
- D. **Endorsement/Cancellation:** The PROVIDER 's general liability and automobile liability insurance policy shall be endorsed to recognize specifically the PROVIDER'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 PROVIDER 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 PROVIDER 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 PROVIDER and **any auto** used for the performance of services under this Contract.
- I. **Professional Liability:** The PROVIDER 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. **Workers' Compensation:** The PROVIDER 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 PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the PROVIDER 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.
- K. **Failure To Maintain Coverage:** If the PROVIDER fails to maintain any of the insurance coverage required herein, Owner may withhold payment, order the PROVIDER to stop the work, declare the PROVIDER 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 PROVIDER or deduct the amount paid from any sums due the PROVIDER under this Contract.
- L. **Additional Insurance:** The PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** The PROVIDER 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 PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.

- N. **Cost:** The PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **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.
- P. **Insurance Form Instructions:** The following information must be filled in by the PROVIDER's Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'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