



**ADMINISTRATIVE SERVICES DEPARTMENT
Purchasing and Contracts Division**

**CONFIRMATION FORM
for
RECEIPT OF RFP NO. 603278-14**

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

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

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 603278-14 RFP PAGES: 45

DESCRIPTION: THIRD PARTY ADMINISTRATION (TPA) SERVICES FOR CLARK COUNTY WORKERS' COMPENSATION

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

FAX THIS CONFIRMATION FORM TO: (702) 386-4914

TYPE or PRINT CLEARLY

CLARK COUNTY, NEVADA REQUEST FOR PROPOSAL

RFP NO. 603278-14 THIRD PARTY ADMINISTRATION (TPA) SERVICES FOR CLARK COUNTY WORKERS' COMPENSATION

The RFP package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on “Current Opportunities” and locate Document No. 603278 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-Proposal Conference will be held on **APRIL 28, 2014** at **10:30 a.m.**, at the address specified above in the Gold Conference Room. If your firm is unfamiliar with the County Request for Proposal (RFP) procedures and would like to obtain training on the submittal process for this RFP, please contact **Chetan Champaneri, Purchasing Analyst, at (702) 455-2729** no later than **FRIDAY, APRIL 25, 2014**, and a training session will be provided immediately following the pre-proposal conference referenced above.

Proposals will be accepted at the Clark County Government Center address specified above, on or before **MAY 16, 2014** at **3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

PUBLISHED:
Las Vegas Review Journal
APRIL 15, 2014

GENERAL CONDITIONS

RFP NO. 603278-14

THIRD PARTY ADMINISTRATION (TPA) SERVICES FOR CLARK COUNTY WORKERS' COMPENSATION

1. TERMS

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

2. INTENT

The COUNTY is soliciting proposals for Third-Party Administrator for the Clark County Self-Funded Workers' Compensation Program for the period from September 1, 2014 through August 31, 2016, including the option to renew for three (3) one-year periods. County, at its sole discretion, may select one firm to provide Claim Services and another firm to provide Bill Review/PPO Services.

3. SCOPE OF WORK

The services to be performed by the PROPOSER are referenced in the attached Scope of Work, Exhibit 1.

4. DESIGNATED CONTACTS

The COUNTY's representative will be Chetan Champaneri, Purchasing Analyst, Clark County Administrative Services Department, Purchasing and Contracts Division, telephone number (702) 455-2729, chetanc@ClarkCountyNV.gov. This representative will respond to questions concerning the scope of work of this RFP and questions regarding the selection process for this RFP, all questions shall be submitted by no later than 5:00 PM PST on Tuesday, May 6, 2014.

5. CONTACT WITH COUNTY DURING RFP PROCESS

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

6. TENTATIVE DATES AND SCHEDULE

Pre-Proposal Meeting: April 28, 2014, 10:30 AM Pacific, Gold Conference Room

Last Day to Ask Questions: May 6, 2014, by no later than 5:00 PM Pacific

Proposal Due Date: May 16, 2014, 3:00:00 PM Pacific

Finalists Selection: June 2014

Finalists Oral Presentations: June, 2014, if requested by County

Final PROPOSER Selection: July, 2014

Contract Negotiations: August, 2014

Award & Approval of the Final Contract(s): August/September, 2014

7. METHOD OF EVALUATION AND AWARD

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

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

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

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 50 pages. Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested. The ideal proposal will be 3-hole punched and bound with a binder clip. Binders or spiral binding is not preferred or required.

The PROPOSER shall submit one (1) clearly labeled original and six (6) copies of their proposal, including one (1) CD or flash drive with an electronic copy of their proposal, preferably in .pdf format. A single .pdf document of the entire proposal is preferred. The name of the PROPOSER'S firm shall be indicated on the spine and cover of each binder (if used) and CD label.

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

The following are detailed delivery/mailing instructions for proposals:

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

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

9. WITHDRAWAL OF PROPOSAL

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

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

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

10. REJECTION OF PROPOSAL

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

11. PROPOSAL COSTS

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

12. ALTERNATE PROPOSALS

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

13. ADDENDA AND INTERPRETATIONS

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

14. PUBLIC RECORDS

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

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

16. COLLUSION AND ADVANCE DISCLOSURES

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

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

17. CONTRACT

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

18. BUSINESS LICENSE REQUIREMENTS

CLARK COUNTY BUSINESS LICENSE / REGISTRATION

Prior to award of this RFP, other than for the supply of goods being shipped directly to a Clark County facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

A. Clark County Business License is Required if:

- i. A business is physically located in unincorporated Clark County, Nevada.
- ii. The work to be performed is located in unincorporated Clark County, Nevada.

B. Register as a Limited Vendor Business Registration if:

- i. A business is physically located outside of unincorporated Clark County, Nevada.
- ii. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813. You may also obtain information on-line regarding Clark County Business Licenses by visiting the website at (http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx)

19. CLAIMS DATA

COUNTY'S claim data is contained within Exhibit 5, attached hereto.

20. EVALUATION CRITERIA

Proposals should contain the following information:

A. **Cover Letter**

The first page of the Proposal submittal shall contain the following:

- I. A statement that identifies whether the PROPOSER is intending to provide Claim Services and/or Bill Review/PPO Services.
- II. A statement that declares all information provided therein and any future documentation provided to COUNTY does not include any Confidential Proprietary and/or Private information as identified in Section 14 and 15 of this Request for Proposal. It must also identify that the statement supersedes and nullifies any page in the Proposal that may be marked as Confidential, Proprietary, and/or Private and acknowledge that the Proposal will become Public Information upon award. The statement must be signed by the PROPOSER'S Authorized Representative. Failure to provide such declaration may be deemed as ground for return of the unread proposal and not.

B. **Organizational Information**

- i. Provide your organization's name, address, internet URL (if any), telephone and fax numbers, include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your organization's primary contact.
- ii. Provide a brief description of your organization locally, statewide and nationally (if applicable). Include the year your firm was established.
- iii. Indicate if your firm has an office in Clark County and the year it was established, if any.
- iv. Indicate if your firm is a minority-owned business, women-owned business, physically challenged business, small business, or a Nevada business enterprise as defined in Exhibit C of the attached contract.

- v. If the project is to be accomplished through an affiliation or joint venture of several firms, the names and address of those firms, shall be furnished for each.
- vi. Complete and submit the attached Disclosure of Ownership/Principals form with its proposal.
- vii. PROPOSER must provide a statement that firm will comply with insurance requirements in Exhibit D of Sample Contract (attached).
- viii. Provide COUNTY with the key elements and unique feature of your proposal by briefly describing how the PROPOSER will accomplish the project.
- ix. (1) Provide a statement as to local resources (employees residing in Clark County) that would be utilized; (2) estimate the percentage and the kind of work to be accomplished by the PROPOSER with staff presently residing in Clark County, Nevada; and (3) the degree of the PROPOSER'S knowledge and familiarity with the local community's needs and goals.
- x. List any other factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this Contract or that could materially affect COUNTY'S decision.

C. Experience & Staff Qualifications

- i. Include a brief resume of all similar projects your firm is currently providing or has performed for public agencies the past 3 years. Each project listed shall include the name and phone number of a contact person for the project for review purposes. This section shall include documentation of the PROPOSER'S history of adherence to budget and schedule constraints. All firms are encouraged to indicate their experience of performing related work within the state of Nevada.
- ii. Provide information concerning the educational background, experience relative to workers compensation and professional resumes of those persons who would actually perform work on the project. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the requirements herein. In addition, describe any continuing education and training programs your firm provides or requires of your staff.
- iii. PROPOSER(S) need not indicate the actual names of employees when submitting resumes subject to the requirements of the RFP. Fictitious names or numbers may be used (e.g. employee #1). However, if selected as a finalist, PROPOSER(S) must disclose actual employee names matching the resumes submitted to COUNTY, upon verbal request, to be used in performing background verifications. The successful PROPOSER(S) shall not change proposed project personnel for which a resume is submitted without COUNTY approval.
- iv. New Hires - If PROPOSER does not currently have the workforce required, PROPOSER shall confirm whether the COUNTY may have input on the examiners selected to manage the claims or not.
- v. Describe and document the applicable licenses which are held by the PROPOSER and its proposed subcontractors.
- vi. Please provide an organizational chart of your organization.

D. Description of Proposed Project and Work Plan

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

- i. PROPOSER'S concept of the project including the methodology to be used and the major deliverables to be produced, including Proposed Services and details for all other proposed solutions and technology.
- ii. Any assumptions.
- iii. Any constraints.
- iv. Proposed implementation schedule (work plan) from the current contracted vendor to PROPOSER including tasks, milestones, dates for completion, COUNTY and PROPOSER resource assignments, critical path and COUNTY'S review cycles. Describe your contingency plan if your transition/implementation plan is not successful.
- v. Proposed days and hours of operation.
- vi. State why the PROPOSER is best suited to perform the services for this project.
- vii. Documentation Samples. Provide samples of the documentation formats / reports that will be used for the project.

E. SCOPE OF WORK

PROPOSER shall confirm acceptance of the Scope of Work, Exhibit 1.

F. QUESTIONNAIRE

PROPOSER shall complete and submit the attached Questionnaire, Exhibit 2

G. Project Fee

PROPOSER shall complete and submit the attached Fee Schedule, Exhibit 3.

H. Standards and Financial Guarantees

PROPOSER shall confirm acceptance of the attached Standards and Financial Guarantees, Exhibit 4.

I. Compliance with the COUNTY'S Standard Contract

Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract. PROPOSER(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

J. Business Associate Agreement

PROPOSER shall confirm acceptance of the terms and conditions contained within the attached Business Associate Agreement. Failure of a PROPOSER to comply with this paragraph may result in their proposal being rejected

K. Other

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

EXHIBIT 1

THIRD PARTY ADMINISTRATION (TPA) SERVICES FOR CLARK COUNTY WORKERS' COMPENSATION SCOPE OF WORK

A. General Services

1. Communicate promptly with OWNER'S claimants entitled to temporary or permanent disability compensation, to eliminate their concern regarding benefits payable or medical care available. Communicate with the ill/injured employee throughout the period of disability.
2. Manage claims for appropriate medical treatment and all eligible. Use Clark County Physician Disability Statement (PDS) Form.
3. Document the accident and return to work record
4. Arrange personal contact with claimants To OWNER'S personnel, in case of apprehension, confusion, misunderstanding, or dispute in accordance with Best Practices.
5. Distribute informative bulletins regarding contemplated or enacted changes in statutes and regulations relating to workers' compensation benefits or procedures.
6. Ensure that the employee receives all benefits to which he is entitled.
7. Return the employee to an active employment status as early as possible.
8. Defend OWNER against improper claims, and provide hearing representation. Maintain claims experience and financial records and reports.
9. Conduct training sessions for OWNER staff for handling on-the-job injuries and Compensation claims.
10. Keep OWNER notified with respect to changes or pending changes in state statutes or regulations as soon as information on such changes becomes available.
11. Assist OWNER in preparation of internal policies and procedures for in-house claims reporting and handling.
12. Bill review and timely payment. All medical bills will be reviewed and/or discounted per NRS (Nevada Revised Statutes) and PPO (Preferred Provider Organization) contract by PROVIDER'S Medical Auditor. All medical charges will be verified, to assure that the charges are only for treatment required for the accepted industrial injury or occupational disease, then processed for payment. Provider will also provide case bill reviews upon request of OWNER and utilization review of files.
13. OWNER reserves the right to contract and use Clark County's own WC PPO networks.
14. PROVIDER shall provide OWNER query/or input into PROVIDER's computer system tracking OWNER's claims.
15. PROVIDER shall process all checks at OWNER's suite. A check file and check register should be sent to OWNER twice a week.
16. PROVIDER shall provide bill repricing either through its company or contracted through a bill repricing firm.
17. PROVIDER shall utilize Clark County's pharmacy discount program.
18. PROVIDER shall make available their computer claims system to dedicated claims staff at OWNER's site as well as inquiry and case management note section for OWNER's
19. PROVIDER'S assigned staff shall include (2) claims examiners. (1) Medical Only Examiner. (1) Claims assist and (1) Separate Hearing Advocate or (3) Claims Examiners, (1) Medical Only Examiner, Claims examiner/hearing advocate, all staff shall be located on OWNER'S premises at Clark County Risk Management.
20. Third Party Administrator (TPA) staff shall be located on OWNER'S premises.
21. PROVIDER shall provide all equipment and materials on OWNER'S site including but not limited to computers, telephones, copiers, laser printers, fax machines, file cabinets and office supplies.
22. Discuss PROVIDER's provision for a medical director for medical claim review and discussion of medical issues.
23. PROVIDER shall track and provide documents to excess insurance carriers and request reimbursement.
24. PROVIDER shall be responsible for all compensation checks including TPD, PPD, PTD, R.M. etc.
25. Provide required state reporting and individual monthly and quarterly reports. Run specified reports upon request, including but not limited to National Council on Compensation Insurance, Inc., (NCCI) and Excess

Insurance after state reporting.

26. PROVIDER shall be responsible for electronic transmission of file data to the financial institution designated by OWNER for each check run and shall be responsible for disbursement of the check run, once approved by the OWNER.
27. PROVIDER shall be responsible for all submissions to the subsequent injury fund (NRS 6168.545 through 6168.560), including but not limited to notifications, copying, filing, submittal and hearings.
28. PROVIDER shall be responsible for all subrogation submissions (NRS 616C.215), including but not limited to identifying, documenting, copying, and submitting subrogation claims.
29. PROVIDER shall be responsible for producing all temporary total disability (TID) vouchers and checks for payments.
30. PROVIDER shall perform Workers' Compensation claims administration services in compliance with applicable laws, rules and regulations. Employee claims shall be treated in a fair and timely manner.
31. Provide all necessary assistance to OWNER's legal counsel on cases requiring action before the Department of Administration, Hearing Division and Appeals Officer level in the State of Nevada. Once the invoices for third party legal expenses have been received and paid, copies of said invoices will be forwarded to OWNER for recording purposes in the appropriate claim files.
32. In the event of termination or nonrenewal of this Contract PROVIDER shall provide OWNER or its new administrator the necessary assistance to complete a smooth transition and provide any claims run-off assistance that may be required.

B. PROGRAM DEVELOPMENT:

1. PROVIDER shall conduct a workshop with OWNER'S personnel responsible for processing workers' compensation claims, to assure coordination in investigation, reporting, and follow-up of industrial injuries by accident and occupational diseases. Participate in training on claims processing computer program -to be utilized on account.
2. PROVIDER shall meet monthly or upon request with the OWNER'S personnel to discuss any changes, problems or procedure adjustments that may be required.
3. PROVIDER shall provide appropriate supplies and equipment to include forms and daily work materials needed for adequate claims administration.

C. MEDICAL COST CONTROL:

1. PROVIDER shall establish liaison with health care providers to assure adequate and prompt treatment of workers' compensation claimants, and timely initial and progress reporting.
2. All medical bills shall be reviewed and/or discounted per NRS (Nevada Revised Statutes) and PPO (Preferred Provider Organization) contract by PROVIDER'S Medical Auditor/Reviewer. All medical charges shall be verified, to assure that the charges are only for treatment required for the accepted industrial injury or occupational disease, then processed for payment. PROVIDER shall also provide case bill reviews upon request of OWNER.

D. CLAIM PROCESSING:

PROVIDER shall review and process all claims for workers' compensation benefits in accordance with the requirements of Nevada law. OWNER will have final authority as to any claim, subject to applicable law. In processing claims, PROVIDER shall:

1. Review all forms, documents and reports, and obtain supplemental information, including investigation, as necessary, to evaluate claims. Submit claims information to the Department of Industrial Relations (DIR) for injured Worker Indexing System per state requirements.
2. Establish claim files containing complete claims documentation, in accordance with Nevada law.
3. Promptly review and determine the compensability of claims and appropriate benefits, in accordance with Nevada law.

4. Immediately establish reserves on claims based upon medical and factual reporting, anticipated medical treatment, anticipated length of temporary disability, expected permanent residual impairment, age and occupation of the worker, anticipated pension or survivors' benefits, and current applicable workers' compensation law.
5. Promptly review, compute and pay all benefits, rating awards and life pensions, in accordance with Nevada law.
6. Work directly with OWNER and with OWNER'S Program approval process and supervise all rehabilitation programs.
7. Manage medical and vocational rehabilitative cases, in accordance with standard medical practice and claims procedures.
8. Investigate the causes of injury or illness, and recommend subrogation and subsequent submission to the injury fund where indicated. PROVIDER shall send the subrogation lien notice and the subsequent injury notice when appropriate. PROVIDER shall submit files to the subsequent injury board.
9. Prepare files, submit documentation and vigorously represent OWNER at administrative hearings when required by OWNER.
10. Provide OWNER with copies of all requested claims documentation, correspondence and reports.
11. Provide OWNER with access to claims administrator(s) who will administer OWNER workers' compensation exclusively. PROVIDER shall provide coverage when dedicated personnel are out sick or ill. In no case will a dedicated position be vacant for more than one shift (8 hours) without temporary or permanent replacement staff. Or when circumstances are unusual and require such immediate coverage. If coverage is not provided, OWNER will subtract cost from premium payment.
12. Provide OWNER with claims administrators, personnel, equipment and supplies necessary to manage OWNER claims at OWNER's site.
13. Provide OWNER with electronic access between OWNER and PROVIDER for all OWNER claims. PROVIDER shall also provide weekly computer downloads to include new and/or updated records only, in order to maintain OWNER'S computerized Risk Management System. Format will be provided by OWNER and is subject to change (if required).
14. Assist Owner in preparation of internal policies of internal policies and procedures for in house claims reporting and handling.
15. Provide a Medical Director for medical claim review and discussion of medical issues.
16. Account Manager shall meet with OWNER on a monthly basis to discuss claims issues and problems. Account Manager shall check on on-site staff on a weekly basis.
17. Provide all necessary assistance to OWNER'S legal counsel on cases requiring action before the Department of Administration, Hearing Division, Appeals Officer level, and District Court in the State of Nevada. Once the invoices for third-party legal expenses have been received and paid, copies of said invoices will be forwarded to OWNER for recording purposes in the appropriate claim files.

E. COST ANALYSIS REPORTS

To assist OWNER with OWNER'S internal workers' compensation internal cost control program, and to provide OWNER with data needed by OWNER to discharge obligations OWNER may have in the areas of assessments, surety bonds, and excess insurance, including meeting notification requirements under its excess insurance policies, PROVIDER shall:

1. Prepare and submit Monthly Computer Reports to OWNER, showing lost-time claims.
2. Prepare and submit Monthly Computer Reports to OWNER, showing:
 - a) Claimants;
 - b) Description of injury or illness;
 - c) Compensation, including medical expenses, paid on each claim during the month and cumulatively to date;
 - d) Estimated future costs and total expected costs for each claim; and

- e) An alphabetized Master Claims Listing.
3. Prepare and provide to OWNER computerized Quarterly Summary Reports reflecting:
 - a) Types of injuries (falls, struck by, etc.)
 - b) Parts of body injured (head, back, etc.)
 - c) Nature of injuries (fracture, burn, etc.)
 - d) Causal instrumentality (machine, hand tools, etc.)
 - e) Reserve Reports
4. Prepare a computerized Check Register and Payment Distribution Report. Process weekly checks for all claims costs.
5. Prepare claim data for annual reports to the State of Nevada through the appropriate state agencies.
6. Prepare and deliver to the Internal Revenue Service (IRS) an annual "Statement for Recipient of Medical and Health Care Payments" Federal tax form 1099, on behalf of OWNER.
7. Provide OWNER, at PROVIDER'S expense, direct access to PROVIDER'S Information System relating to OWNER'S employees. Access should be provided on up to four (4) of the OWNER'S computers (if required).
8. Provide any additional claims reporting to state agencies or their designee. OWNER shall be responsible for any costs mandated by the State associated with these reports.

F. FILE MAINTENANCE:

1. PROVIDER shall maintain complete records of fact and cost data at the PROVIDER'S office located closest to OWNER.
2. Files may be reviewed during normal business hours at OWNER'S site. Additionally, specified files will be transported from off-site storage to OWNER'S office for review.
3. All claim files, records, reports, and other documents and material pertaining to OWNER'S claims shall be delivered to OWNER or its designee by PROVIDER upon termination of this Contract.
4. PROVIDER shall ensure that OWNER'S claim files shall be kept and managed by a qualified and competent administrator located in the State of Nevada as required by the Nevada Administrative Code (NAC) 6168.010 and 6168.013 of the Nevada Administrative Code (NAC).
5. PROVIDER shall assist OWNER with annual refilling requirements pursuant to Nevada Administrative Code: (NAC) 6168.460. Outside storage shall be secure and safe.
6. PROVIDER shall maintain an Administrator's bond with the State of Nevada.

G. ACTION APPROVAL:

PROVIDER shall fulfill its obligations, undertaken pursuant to this Contract, in full compliance with all applicable of the State of Nevada, recognizing that administrative fines and penalties for noncompliance with said laws are assessable against OWNER rather than it's Administrator. PROVIDER shall take no action without the prior approval of OWNER which could in any way subject OWNER to such fines or penalties or jeopardize OWNER'S continued status as a self-insured employer.

The Claims Administrator shall be expected, among other services described, to perform Workers' Compensation claims administration services which are in compliance with applicable laws, rules, and regulations. Equally important to protecting Owners financially and legally is the manner in which affected employees are treated. Employee claims shall be treated in fair and timely manner. Therefore in addition to the proposed cost for services to be rendered, OWNER will also give consideration to the Claims Administrator's ability to work with Owner in meeting its goals and objectives.

EXHIBIT 2 QUESTIONNAIRE

1. Describe any complaints or citations filed with or by the Insurance Department or Department of Industrial Insurance Regulation in the last five years (if any) and the disposition of each.
2. Describe who method of adjuster's contract with injured workers and general guidelines and procedures of investigation planned for Worker's Compensation claims.
3. Please explain in detail what specific services your firm personally will provide if you are successful in securing this account and whether or not the cost is inclusive of all services identified. Identify who will provide such services and provide a biographical sketch.

Some of the services that OWNER will require and/or will be interested in are as follows:

A. Claims Statistical Reporting

1. Monthly detail reports of injury cause by department or unit
2. Monthly detail of medical, indemnity, expense and reserve activity
3. Monthly, quarterly and fiscal year summaries of all detail reports
4. Claims analysis: frequency, severity, cost, trends, loss runs
5. Monthly, claim payment record
6. Special statistical studies
7. Nevada insurance commissioner annual report

B. Claims Management Services

1. Claims adjustment
2. Rehabilitation services
3. Medication administration
4. Fraudulent claims investigation
5. ISO investigation
6. Legal liaison/litigation management
7. Subrogation Recovery Services
8. Subsequent injury recovery services
9. Medicare reporting requirements
10. Internal audit procedures
 - i. Financial integrity of the files
 - ii. Adherence to Best Practice/Special Account Instructions

C. Loss Prevention and Safety Support

D. Employee orientation procedures, benefits and safety.

4. Claims Processing System

- A. Describe in detail your current claims information system and why it's the best suited system to meet the County's needs.
- B. How long has this system been in place?

- C. Identify if your process is completely paperless, provide the date that the transition to a completely paperless process was completed. If not, please identify whether you have any plans to go paperless within the next five years. Identify how this transition will be implemented and identify any potential issues that could negatively impact the County during this transition.
- D. Describe your data back-up procedures and disaster recovery plan should your claims processing system fail?

5. First Report of an Injury

- A. Describe in detail your firms Telephonic and/or Electronic Reporting services and the costs involved for the said services.

EXHIBIT 3
FEE SCHEDULE

Item No.	Description of Workers' Compensation Services	Unit of Measure	365 days from the Date of Award	1st Renewal Period (365 days)	2nd Renewal Period (365 days)	3rd Renewal Period (365 days)	4th Renewal Period (365 days)
1	Data Conversion Fees	One time charge or per Claim	\$	\$	\$	\$	\$
2	Claims Management Services which includes, but not limited to the following: (1)Medical Only, Indemnity, Occupational Disease or Exposure Claims; (2) ISO reports on all claims where employee is off work or placed on light duty; (3) Medicare Reporting Services; (4) Representation at the Hearing Level; (5) State Mandated Reports; and (6)Ad Hoc Reports	Annual Flat Rate or Flat Rate per Claim	\$	\$	\$	\$	\$
3	Claims System access fees for claim note entry for three (3)users	Annual Cost	\$	\$	\$	\$	\$
4	Claims System read only access for three (3) users	Annual Cost	\$	\$	\$	\$	\$
5	Bill Review Fee: Annual Flat Rate	Annual Cost	\$	\$	\$	\$	\$
6	Bill Review Fee: Percentage of Savings	Monthly Flat Fee	\$	\$	\$	\$	\$
7	Bill Review Fee: Per Bill	Monthly Flat Fee	\$	\$	\$	\$	\$
8	Bill Review: Per Line	Monthly Flat Fee	\$	\$	\$	\$	\$

PROPOSER may, at their discretion, propose any additional pricing models in addition to the above. If so, PROPOSER shall provide the COUNTY with a recommendation and explanation as to which pricing method best meets the overall objective in the most cost-efficient manner.

EXHIBIT 4
RFP NO. 6003278-14
THIRD PARTY ADMINISTRATION (TPA) SERVICES FOR CLARK COUNTY WORKERS' COMPENSATION

STANDARDS AND FINANCIAL GUARANTEES

Service Performance Standard	Guarantee	Method of Measurement	Penalty	
I. Claims	95.0%	A. Claims processing /turnaround time as required in Special Account Instruction, below. B. Financial Accuracy Audited paid dollars paid accurately	A & B. A percentage penalty, as identified below, in the monthly Admin Fee for each % point, or fraction thereof, below the performance guarantee for A & B collectively.	
			<u>% of Claims Paid Timely and Accurately</u> 1) 95% or better; 2) 85% to 94.9% 3) 75% to 84.9% 4) 60% to 74.9% 5) 25% to 50% 6) 0% to 50%	<u>% of the Months Admin Fee to be Deducted as Penalty</u> 1) 0% 2) 10% 3) 20% 4) 30% 5) 75% 6) 95%
II. Bill Review/PPO Services (if awarded separately)	95.0%	A. Bill Review Services processed as required in Special Account Instructions, below.	A. A percentage penalty, as identified below, in the monthly Admin Fee for each % point, or fraction thereof, below the performance guarantee.	
			<u>% of Bill Review Accuracy and timely payment of Claims</u> 1) 95% or better; 2) 85% to 94.9% 3) 75% to 84.9% 4) 60% to 74.9% 5) 25% to 50% 6) 0% to 50%	<u>% of the Months Admin Fee to be Deducted as Penalty</u> 1) 0% 2) 10% 3) 20% 4) 30% 5) 75% 6) 95%

Service Performance Standard	Guarantee	Method of Measurement	Penalty
III. Customer Service Satisfaction	95.0%	<p>A. TTD list provided to WC Payroll Tech on pay period end day.</p> <p>B. PDS required for all medical appointments. TPA to ensure they are complete and accurate.</p> <p>C. All letters must be provided to the County on the date they are generated.</p>	<p>B. 2.0% of Quarterly Admin fees for each quarter in non-compliance.</p> <p>C. 2.0% of Quarterly Admin fees for each quarter in non-compliance.</p> <p>D. 2.0% of Quarterly Admin fees for each quarter in non-compliance.</p>
IV. Documentation	90.0%	<p>A. Action plans must be completed with current information every 30 days. Medical, legal, Subro, SIF & Reserves</p> <p>B. PDS forms and Medical reports must be documented in the file within 5 business days of receipt.</p>	<p>A. 2.0% of Quarterly Admin fees for each quarter in non-compliance.</p> <p>B. 2.0% of Quarterly Admin fees for each quarter in non-compliance.</p>
V. Data Reporting	100.0%	<p>A. Standard Reports Deliver within 10 days of end of reporting period</p> <p>B. Annual Reports & Regulatory Documents Submitted by Regulatory due date.</p>	<p>A. 1.0% of Admin fees for each day greater than 10 days.</p> <p>B. 1.0% of Admin fees for each day after the regulatory due date.</p>
VI. Payment	95.0%	<p>Payments shall be approved or denied within 5 working days. Checks must be issued within thirty (30) days of the date of approval.</p>	<p>1.0% of Admin fees for day failure to meet the 5 day approval, 30 day payment or both.</p>

Special Account Instructions:

Claims must be set up within 24 hours of receipt of a C-4 document

ISO and D-38 Requests for prior claims information must be completed on all light duty or loss time claims.

- Results of the findings must be documented and acted upon.

Two or Three point contact must be initiated and documented within 24 hours of claim set up.

- Contact letters issued if contact isn't completed within 2 days.

Claims Determination made as soon as possible but no later than 20 days of receipt of the C-4 document unless approved by Clark County Workers Compensation Coordinator.

Delays in claims acceptance must be documented.

Clark County Workers Compensation Coordinator must approve all denials.

Files must be copied and assigned to an Attorney within 5 working days of receipt of Notice of Hearing/Appeal.

Request for authorization must be completed and documented within 5 working days.

All bills and requests for reimbursement must be approved or denied within 5 days of receipt by the Claims Administrator.

Payments for bills and reimbursements must be generated within 30 days from the date of the claims administrator's approval. .

TTD issued every 14 days. Two-point contact documented.

Reserves must be updated within 20 days of a change in circumstances.

Action plan completed every 30 days on open and active claims. Documentation must include

- Brief Description of the accident/injury.
- Current medical treatment and disability information.
- Updates on legal, subro and SIF status.
- Statement regarding reserve accuracy
- Action plan as to what the adjuster intends on doing over the next 30-day period.

Notice of Intent to Close must be issued within 5 working days of receipt of discharge.

Response to all written correspondence must be made within 14 days.

*Response to all emails and phone calls within 24 hours.

AUDIT:

Accurate AMW and PPD calculations.

Accurate payment of TTD, TPD and Vocational Rehabilitation period. Overpayments must be requested within statutory time frames.

All bills must be properly coded, paid and filed in the correct file.

All recoveries must be properly coded and credited to the correct file.

EXHIBIT 5
RFP NO. 6003278-14
THIRD PARTY ADMINISTRATION (TPA) SERVICES FOR CLARK COUNTY WORKERS' COMPENSATION

CLAIMS DATA

NRC V 1.0

Claim Summary By Year

As of: 03/14/2014

CLAIMS					ACTIVITY PERIOD		TOTALS THROUGH				
Type	Open	Closed	Total	Legal	Paid	Incurred	Paid	Reserves	Incurred	Recoveries	Net Incurred
CLARK COUNTY NEVADA											
Period Ending: 12/31/2011											
Indemnity	13	191	204	41	4,781,510.43	6,557,916.98	4,781,510.43	1,776,406.55	6,557,916.98	29,797.76	6,528,119.22
Medical	12	727	739	53	449,602.48	541,414.29	449,602.48	91,811.81	541,414.29	11,133.61	530,280.68
Total	25	918	943	94	5,231,112.91	7,099,331.27	5,231,112.91	1,868,218.36	7,099,331.27	40,931.37	7,058,399.90
Period Ending: 12/31/2012											
Indemnity	33	189	222	41	4,609,463.39	7,163,366.44	4,609,463.39	2,553,903.05	7,163,366.44	4,658.32	7,158,708.12
Medical	13	626	639	41	516,241.15	712,639.05	516,241.15	196,397.90	712,639.05	2,640.70	709,998.35
Total	46	815	861	82	5,125,704.54	7,876,005.49	5,125,704.54	2,750,300.95	7,876,005.49	7,299.02	7,868,706.47
Period Ending: 12/31/2013											
Indemnity	72	120	192	14	2,196,422.25	3,231,430.37	2,196,422.25	1,035,008.12	3,231,430.37	6,651.02	3,224,779.35
Medical	96	624	720	23	414,079.06	637,452.39	414,079.06	223,373.33	637,452.39	471.57	636,980.82
Total	168	744	912	37	2,610,501.31	3,868,882.76	2,610,501.31	1,258,381.45	3,868,882.76	7,122.59	3,861,760.17
Totals for: CLARK COUNTY NEVADA											
Indemnity	118	500	618	96	11,587,396.07	16,952,713.79	11,587,396.07	5,365,317.72	16,952,713.79	41,107.10	16,911,606.69
Medical	121	1977	2098	117	1,379,922.69	1,891,505.73	1,379,922.69	511,583.04	1,891,505.73	14,245.88	1,877,259.85
General	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Auto	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Product	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Professional	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Property	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Info Only	0	0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	239	2477	2716	213	12,967,318.76	18,844,219.52	12,967,318.76	5,876,900.76	18,844,219.52	55,352.98	18,788,866.54

CLARK COUNTY RISK MANAGEMENT
WORKERS' COMPENSATION PROGRAM

BILL SUMMARY
01/01/2013 - 12/31/2013

PPO/OSR	Bill Count	Line Count	Total Charges	BR/FS/Dup Reduction	PPO Reduction	Other Reduction	Total Allowance
CLARK COUNTY RISK MANAGEMENT	4513	8974	\$ 5,742,625	\$ 3,811,505	\$ 809,684	\$ -	\$ 1,121,437
PPO Network/s	2258	5193	\$ 3,092,627	\$ 2,132,483	\$ 297,500	\$ -	\$ 662,644
Non PPO	1069	1611	\$ 2,521,119	\$ 2,012,316	\$ -	\$ 98,677	\$ 410,126
Total	7840	15778	\$ 11,356,371	\$ 7,956,304	\$ 1,107,183	\$ 98,677	\$ 2,194,207

CLARK COUNTY, NEVADA
CONTRACT FOR THIRD PARTY ADMINISTRATION (TPA)
SERVICES FOR CLARK COUNTY WORKERS' COMPENSATION
RFP NO. 603278-14

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

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CONTRACT FOR THIRD PARTY ADMINISTRATION (TPA) SERVICES FOR CLARK COUNTY WORKERS'
COMPENSATION

This Contract is made and entered into this ##XX day of Enter Month 20XX, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and //LEGAL NAME// (hereinafter referred to as PROVIDER , for Third Party Administration (TPA) Services for Clark County Workers' Compensation (hereinafter referred to as PROJECT).

WITNESSETH:

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

WHEREAS, the 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, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

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

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

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

B. Progress OR Milestone Payments

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

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

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work Exhibit D, Milestone/Deliverable Invoicing Schedule.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY's Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.

- b. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>.
 - c. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
 - d. A "BUDGET SUMMARY COMPARISON" which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
 - e. COUNTY's representative shall notify the PROVIDER in writing within 14 calendar days of any disputed amount included on the invoice. The PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount the PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
- 4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within 30 calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
 - 5. In the event that legal action is taken by COUNTY or the PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY's available unencumbered budgeted appropriations for the PROJECT.
 - 6. COUNTY shall subtract from any payment made to 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. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
 - 8. Invoices shall be submitted to: //Enter Street Address//, //City, State and Zip Code//.
- D. County's Fiscal Limitations
- 1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit COUNTY's financial responsibility as indicated in Sections 2 and 3 below.
 - 2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY's obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
 - 3. COUNTY's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY's purchase order(s) to the PROVIDER.

SECTION III: SCOPE OF WORK

Services to be performed by the 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. COUNTY may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the 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 the PROVIDER for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the PROVIDER of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.
- B. No services for which an additional compensation will be charged by the PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, 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 COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by 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 must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within 30 days, COUNTY may terminate this Contract for default.
- C. 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 COUNTY.
- D. The PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. The PROVIDER will follow COUNTY's standard procedures as followed by COUNTY's staff in regard to programming changes; testing; change control; and other similar activities.
- F. The PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the 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.
- G. It shall be the duty of the 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 infringes on any copyright or patent rights. The PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - 1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve the PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. COUNTY'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 this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER's performance or failures to perform under this Contract.

- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY's representative upon completion or termination of this Contract, whichever comes first. 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 COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by the PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER's request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY 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 COUNTY 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 II shall not be affected by COUNTY's approval of PROVIDER's request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY 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 COUNTY's representative, **//COORD//**, **//CODEPT//**, telephone number (702) **//XXX-XXXX//** or their designee. COUNTY's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY's representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY's representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this contract.
- B. PROVIDER shall complete the PROJECT in accordance with the milestones contained in Exhibit ENTER # of this Contract.
- C. If the PROVIDER's performance of services is delayed or if the PROVIDER's sequence of tasks is changed, PROVIDER shall notify COUNTY's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY's written approval.
- D. In the event that the PROVIDER fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted by formal Amendment, or fails to prosecute the work or any separable part thereof, with such diligence as will insure completion within the time(s) specified in the contract or any extensions thereof, the PROVIDER shall pay to the COUNTY, as liquidated damages, the sum of \$ENTER AMT for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the COUNTY in completing the work.

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

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

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

B. Termination

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

- 5. The rights and remedies of COUNTY and the PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
- 6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER's control.

SECTION X: INSURANCE

The PROVIDER shall obtain and maintain the insurance coverage 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 coverage in their prices.

SECTION XI: NOTICES

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

TO COUNTY:

TO PROVIDER:

SECTION XII: MISCELLANEOUS

A. Independent Contractor

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

B. Immigration Reform and Control Act

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

C. Non-Discrimination/Public Funds

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.

D. Assignment

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

E. Indemnity

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

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

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

H. Gratuities

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

I. Audits

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

J. 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.

K. Confidential Treatment of Information

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

L. ADA Requirements

All work performed or services rendered by 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.

M. Subcontractor Information

The 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 (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format (**Exhibit C**). The information provided in **Exhibit C** by the PROVIDER is for the COUNTY's information only.

N. 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: _____
YOLANDA T. KING
Chief Financial Officer

DATE

PROVIDER:
//LEGAL NAME//

By: _____
//NAME//
//TITLE//

DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: _____
ELIZABETH A. VIBERT
Deputy District Attorney

DATE

EXHIBIT A
THIRD PARTY ADMINISTRATION (TPA) SERVICES FOR CLARK COUNTY WORKERS'
COMPENSATION
SCOPE OF WORK

Begin here.

EXHIBIT B
THIRD PARTY ADMINISTRATION (TPA) SERVICES FOR CLARK COUNTY WORKERS'
COMPENSATION
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. **Homeowner's:** The PROVIDER shall obtain and maintain homeowner's insurance which includes personal liability of no less than \$300,000 per occurrence.
- K. **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.
- L. **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.
- M. **Additional Insurance:** The PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.

- N. **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.
- O. **Cost:** The PROVIDER 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 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. **Homeowner's Liability (Per Occurrence)**
 - (R) **Policy Number**
 - (S) **Policy Effective Date**
 - (T) **Policy Expiration Date**
 - (U) **Aggregate (\$1,000,000)**
 9. Description: RFP Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 10. Certificate Holder:

Clark County, Nevada
 c/o Purchasing and Contracts Division
 Government Center, Fourth Floor
 500 South Grand Central Parkway
 P.O. Box 551217
 Las Vegas, Nevada 89155-1217
 11. Appointed Agent Signature to include license number and issuing state.

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. 603278-14, entitled THIRD PARTY ADMINISTRATION (TPA) SERVICES FOR CLARK COUNTY WORKERS' COMPENSATION ;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
 County of Clark)

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

by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

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

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

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

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

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

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

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

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

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

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

**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

Business Associate Agreement

This Agreement is made effective the _____ of _____, 201__, by and between **Clark County, Nevada** (hereinafter referred to as "Covered Entity"), with its principal place of business at 500 S. Grand Central Parkway, Las Vegas, Nevada, 89155, and _____, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

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

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

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

I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

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

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where

provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

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

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b) Business Associate agrees to use or disclose Protected Health Information solely:
(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
(ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

- (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
- (ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

(i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.

(ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.

(iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.

(b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

(i) To notify the Covered Entity HIPAA Program Management Office immediately upon

discovery of the Breach, and

(ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and

(iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to records, electronic records, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity's Request, Business Associate agrees:

(i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

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

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

information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

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

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____