



**ADMINISTRATIVE SERVICES DEPARTMENT
Purchasing and Contracts Division**

**CONFIRMATION FORM
for
RECEIPT OF RFP NO. 603353-14**

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. 603353-14 RFP PAGES: 40

DESCRIPTION: UTILIZATION OF REVIEW SERVICES

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

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

TYPE or PRINT CLEARLY

CLARK COUNTY, NEVADA REQUEST FOR PROPOSAL

RFP NO. 603353-14 UTILIZATION OF REVIEW SERVICES

The RFP package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on “Current Opportunities” and locate Document No. 603353 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-Proposal Conference will be held on **JUNE 17, 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 **MONDAY, JUNE 16, 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 **JULY 11, 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
JUNE 13, 2014

GENERAL CONDITIONS
RFP NO. 603353-14
UTILIZATION OF REVIEW SERVICES

1. TERMS

The term "COUNTY," as used throughout this document will mean the County of Clark, 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 OWNER is soliciting proposals for Utilization Review Services for its employees covered by the Self –funded Health Benefit Program

3. SCOPE OF PROJECT

Proposals are being requested for all services relating to Utilization Review for the Clark County Self-Funded Program. Such services shall include, but are not limited to, the following in-patient and out-patient services:

Pre-admission certification

- Concurrent review
- Discharge planning
- Retrospective in-patient hospitalization review
- Large case management
- Pre-certification of out-patient test/procedure
- Retrospective review of out-patient test/procedure
- Substance abuse case management
- Mental health case management
- Medical Advisor to plan
- Hospital Bill Audit

4. BACKGROUND

Clark County Self-funded Program, administered by The Loomis Company, provides a comprehensive employee benefits plan to approximately 7,573 active employees and cobra participants, 1,768 retirees, and approximately 10,013 dependents. Among the current benefits offered by Clark County are the following:

Medical and Dental Benefit Options

- Self -Funded Program with Preferred Provider Organization incentives
- Long term disability coverage
- Group life insurance plan
- Voluntary supplemental group life insurance

The utilization review services selected will be included in the Self-Funded -Program.

5. DESIGNATED CONTACTS

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. The deadline for submitting questions shall be no later than 5:00 PST on Tuesday, June 24, 2014

6. 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.

7. TENTATIVE DATES AND SCHEDULE

Pre-Proposal Meeting: June 17, 2014, 10:30 AM Pacific, Gold Conference Room
Last Day to Ask Questions: By no later than 5:00 PM PST on June 24, 2014
Proposal Due Date: July 11, 2014, 3:00:00 PM PST Pacific
Finalists Selection: July, 2014
Finalists Oral Presentations: July/August 2014, if requested by County
Final PROPOSER Selection: July/August 2014
Contract Negotiations: September, 2014
Award & Approval of the Final Contract(s): October, 2014

8. 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 ADMINISTRATOR OR HER DESIGNEE. The finalists may be requested to provide 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. 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 COUNTY deems best suited to fulfill the requirements of the RFP. 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.

9. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 100 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 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:

Hand Delivery

Clark County Government Center
Purchasing and Contracts Division
500 South Grand Central Parkway, 4th Fl
Las Vegas, Nevada 89106

U.S. Mail Delivery

Clark County Government Center
Attn: Purchasing and Contracts, 4th Fl
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217

Express Delivery

Clark County Government Center
Attn: Purchasing and Contracts, 4th 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.

10. WITHDRAWAL OF PROPOSAL

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

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

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

11. REJECTION OF PROPOSAL

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

12. PROPOSAL COSTS

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

13. ALTERNATE PROPOSALS

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

14. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSERS in written form from the Purchasing Analyst. 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.

15. PUBLIC RECORDS

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 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 COUNTY may not be disclosed until the proposal is recommended for award of a Contract.

16. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

17. COLLUSION AND ADVANCE DISCLOSURES

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

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

18. CONTRACT

A sample of 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.

19. 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)

20. **EVALUATION CRITERIA**

Proposals should contain the following information:

A. Cover Letter

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 15 and 16 of this Request for Proposal. It must also identify that the statement supersedes and nullifies any page in the Proposal that may be marked as Confidential, Proprietary, and/or Private and acknowledge that the Proposal will become Public Information upon award. The statement must be signed by the PROPOSER'S Authorized Representative. Failure to provide such declaration may be deemed as ground for return of the unread proposal and not.

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. Provide a statement as to local resources (employees residing in Clark County) that would be utilized and identify the services which will be provided outside of Clark County. Furthermore, identify 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. SCOPE OF WORK

PROPOSER shall confirm acceptance of the Scope of Work, Exhibit 1. PROPOSERS(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

D. QUESTIONNAIRE

PROPOSER shall complete and submit the attached Questionnaire, Exhibit 2

E. LIST OF APPROVED HOSPITALS

PROPOSER shall identify whether or not they currently providing services to the hospitals identified on Exhibit 3

F. Project Fee

PROPOSER shall complete and submit the attached Fee Schedule, Exhibit 4.

G. Standards and Financial Guarantees

PROPOSER shall confirm acceptance of the attached Standards and Financial Guarantees, Exhibit 5. PROPOSERS(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

H. 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. PROPOSERS(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

I. 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

J. Other

Other factors the PROPOSER determines appropriate which would indicate to 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 SCOPE OF WORK

1. PRE-ADMISSION HOSPITAL REVIEW

This procedure enables the medical necessity for hospital confinement to be established before the patient is admitted. Under CONTRACTOR's system, all cases are reviewed by Physician Advisors for approval, additional development or disapproval.

As part of this review if the services are medically necessary but not a covered benefit according to the plan document the CONTRACTOR will provide the plan exclusions and non-covered services benefit disclaimer.

This elective admission process is done verbally through the admitting physician's office, hospital admitting department and CONTRACTOR.

2. ADMISSION REVIEW

Once a patient has been admitted, review of the admit occurs within 24 hours of the first working day thereafter. Cases are evaluated to assure that the reason for the admission matches the verbal information used for the authorization. In the event that a prior authorization was not obtained, admission review may be used to certify the care given on an emergency basis.

Services that require Prior Authorization include, but are not limited to:

Inpatient Hospital Services

Inpatient Services at any other Health Care Facility

Residential Treatment

Transplant Services

3. CONCURRENT REVIEW

After admission, Concurrent Review follows on a daily basis. There are exceptions to this. If the patient required ICU, CCU, Burn Unit, Neonatal or some other special care, review is done on a 3-day cycle.

The Concurrent Review process evaluates requirements of the patient's needs being provided in an acute care setting as opposed to a lower level of care, or as an out-patient.

4. RETROSPECTIVE REVIEW

Retrospective Review for patients discharged without review will be by request of the OWNER or its third party Administrator only.

5. OUT-PATIENT REVIEW PROGRAM

CONTRACTOR will conduct pre-authorization screening of all out-patient procedures including but not limited to the following list of out-patient services to verify the medical appropriateness of the procedure. Screening will occur whether the out-patient procedure is diagnostic or surgical and whether the procedure is performed in a clinic, a private office or a dispensary.

All durable medical equipment and supplies

Biofeedback and Acupuncture

Dexascan for members under the age of 50

Ear Devices

Erectile Dysfunction

Gastric Bypass

Hospice Care
Home Health Care
Home Infusion Therapy
Oral Pharynx (including TMJ, Oral Splints, and Devices for the Treatment of Obstructive Sleep Apnea)
Obstetrical Ultrasounds
Out-patient MRI/MRA/CAT/PET Scans
Out-patient surgery and/or office surgery
Potential Experimental/Investigational Speech Therapy
Rehabilitative Services – speech therapy, physical therapy, occupational therapy after 6th visit.
Spinal Procedures (including Lumbar Fusions, Artificial Disks, Radiofrequency Ablations)
Therapeutic Radiology
Unlisted Procedures

All procedures are subject to change per the Clark County Self-Funded Plan Document.

As part of this review if the services are medically necessary but not a covered benefit according to the plan document the CONTRACTOR will provide the plan exclusions and non-covered services benefit disclaimer.

6. DISCHARGE PLANNING PROGRAM

CONTRACTOR identifies the OWNER's patient who will require Discharge Planning in the following manner:

1. Patient must be certified by CONTRACTOR while in the Utilization Review Process.
 - a. CONTRACTOR will submit a Discharge Planning recommendation letter;
 - b. Hospital social worker will receive a copy.
2. CONTRACTOR will arrange with the hospital social worker and monitor to see that the following is achieved.
 - a. Hospital social worker discusses discharge plan with patient and family;
 - b. Assesses available community Home Health resources;
 - c. Patient is counseled to appropriate levels of care.

7. DATA ANALYSIS/PROBLEM ORIENTED REVIEW

Another component of the review system consists of the collection and analysis of health care data. This process provides a data base which allows analysis of patterns of care by diagnosis, procedure, practitioner and institution.

A major purpose of the data analysis function is to identify patterns of practice which are outside the norm and which may require special review procedures. Examples include weekend admission, preoperative length of stay, re-admission rates, and quality of care issues. These reports are produced on a quarterly basis.

8. PERFORMANCE MEASUREMENT REVIEW

- a. Contractor will provide owner with a quarterly performance review measuring any cost savings to plan, performance goals (to be determined) including but not limited to hospital length of stay reports, medical necessity, concurrent review and utilization management.

9. TERMINATION OF BENEFITS & APPEALS PROCESS

CONTRACTOR's Private Review contracts provide utilization review on an advisory basis. If, during the course of the review process, the reviewing physician identifies a situation in which acute confinement is no longer necessary, a letter of termination will be issued to the patient within 24 hours, OWNER authorized claims administrator, and physician. Any such decision may be appealed to the OWNER.

10. HOME HEALTH CARE REVIEW

Home Health Care Review for patients will be by request of the OWNER only. The OWNER will notify CONTRACTOR and the Home Health Care Provider when a review is to be accomplished. The Home Health Care Provider will furnish copies of the original prescription and all nursing records necessary for the review.

11. LARGE CASE MANAGEMENT

In cooperation with the Social Services Department of the care facility, the patient and the patient's family or representative and the Attending Physician, CONTRACTOR will coordinate the following:

1. Appropriate medically necessary care;
2. Provide personal support to the patient;
3. Contacting the family to offer assistance and support;
4. Monitoring hospital or nursing home care;
5. Determining alternative care options; and
6. Assist in obtaining any necessary equipment and services.

12. HOSPITAL BILL AUDIT

At the request of the third party claims administrator, audit hospital bills referred for review. CONTRACTOR will review charges submitted by hospital for billed services, and validate billed charges were provided. Auditor must work in cooperation with the hospital in scheduling hospital bill audits, and provide a detailed copy of the complete audit findings to the third party claims administrator.

EXHIBIT 2
QUESTIONNAIRE

1. Is your firm publicly held? If not, list the name and business relationship of your firm's principals.
2. Briefly describe the background and history of your company, including:
 - A. Headquarters address
 - B. Address(es) from which the plan will be administered
 - C. Type of company (corporation, partnership, etc.)
 - D. Primary business (public sector, private industry, etc.)
 - E. How long in business
 - F. Any projected changes in your organization in the foreseeable future
3. Is your Organization currently in any discussions to:
 - A. Be purchased by another organization?
 - B. Purchase another organization?
 - C. Merge with another organization?

If yes to any of the above, please explain.

If your organization should enter into any such discussions within the next 12 months you are to notify, in writing, the Clark County Purchasing Department immediately.
4. Please list the names, titles, and professional backgrounds of your key personnel, who will service the County including professional relations, operations, provider support, and data processing. Specify the expected hours that each of these individuals will devote to this Plan each month.
 - A. Have any principals, corporate officers, managers, or employees of your company been charged or convicted of a felony? If so, please explain.
5. Provide a brief history of the development of your program. Include the date the decision to organize was made, marketing commenced, and operations commence.
6. Has any litigation or other legal proceeding been filed against your firm, its parent company, other subsidiaries, or any of its employees based upon its administrative activities in the preceding five (5) years, including any legal action from state or federal regulatory agencies or civil suits? If so, please explain fully the nature of the lawsuit and the present status or outcome of the proceeding.
7. Have any written complaints been filed with the Department of Insurance in the preceding five (5) years concerning your firm's utilization review services, or any other activities? If so, please explain fully the nature of the complaint and the current status or resolution of the matter.
8. Please provide the name, address, and telephone numbers for each of the following organizations that currently service your firm:
 - A. Legal Counsel
 - B. CPA
 - C. Bank
9. Please indicate the types and levels of Fiduciary and Errors and Omissions Liability Insurance and Fidelity Bonding coverage's you agree to maintain for your firm. Please attach a copy of the Insurance Certificate. You may assume that all of your firm's personnel must be bonded and qualified for fiduciary liability coverage, when applicable.
10. Provide a complete list of all present clients. (Note the size of each client.)
 - A. Provide five references, including the full name of the individual to be contacted, their title, address, and telephone number, include the name of the group/employer they represent.

- B. Please list the names and addresses of all clients who have contracted for and terminated your services during the last five (5) years and indicate the reason for termination. List the qualifications of your review staff, and identify the number of staff members in each of the following categories. Please note whether individuals are part time or full time employees.
- Medical Doctors
 - RN's
 - LPN's
 - Non-professionals
 - Medical Assistants
 - Support Staff
 - Psychiatric MSW

11. Please identify the number of physicians available for utilization review purposes, representing most specialties and sub-specialties including, but not limited to the following:

- Pediatric Oncology
- Oncology
- Internal Medicine
- Cardiology
- Orthopedics
- Neurology
- Infectious Diseases
- Urology
- OB/GYN
- Ophthalmology
- Podiatry
- Nephrology
- General Surgery
- Endocrinology

12. Please respond in detail to the following customer service questions.

- A. What are your hours of operation, and staff availability?
- B. What type of customer service support is provided to individual participants/members?
- C. What type of customer service support is provided to physician offices?
- D. What type of customer service will be provided to the staff of the Risk Management Office?
- E. Will there be a dedicated customer service representative assigned to this account?
- F. Does your organization provide a toll free number for out of area providers?
- G. If your organization does not have 24 hours day accessibility how do you accommodate after hours emergency requests for authorization?

13. Describe in detail the following pre-certification/concurrent review procedures currently in place for **in-patient** hospitalizations:

- A. How is an in-patient pre-authorization obtained?
- B. What is your organization's current turnaround time for processing an in-patient hospitalization request?
- C. What information is required in order to determine the medical necessity of an in-patient hospitalization?
- D. What guidelines or nationally recognized resources are utilized for determining medical necessity of hospitalization and the appropriate length of stay?
- E. Who is responsible for obtaining pre-authorization?
- F. What is the required time frame for prior authorization?

- G. Outline the notification process to the patient, physician/hospital, and the third party claims administrator of approval or denial of the hospitalization.
- H. How many nurse reviewers are available at each facility to conduct concurrent reviews?
- I. Does your organization have nurse reviewers at all facilities in Southern Nevada seven (7) days a week? If not, please indicate the days of the week, and times those reviewers are available at each facility.

- J. List all hospitals in Southern Nevada that your organization has utilization review privileges, by the following categories:
 - a. Acute care hospitals
 - b. Skilled nursing facilities
- K. Licensed rehabilitation centers
- L. Outline your discharge-planning program.
- M. Outline your retrospective in-patient review process.
- N. If a confinement is no longer deemed medically necessary how are the hospital and physician notified? What is the average time frame of such notification?
- O. How is a patient notified when a hospital confinement is deemed no longer medically necessary? What is the average time frame of such notification?
- P. Is your organization willing to accept financial responsibility if timely notification (within 24 hours) is not met?
- Q. Outline your in-patient substance abuse and mental health case management program.
- R. Outline the procedure for handling disputes and appeals.
- S. Outline the electronic notification process third party claims administration.
- T. Outline procedures for retrospective review of IP.

Please describe in detail the following **out-patient** utilization review functions:

- U. What is your organization's current turnaround time for processing out-patient pre-hospitalization requests?
- V. What information is required in order to determine the medical necessity of an out-patient service?
- W. What guidelines or nationally recognized resources are utilized in determining medical necessity of out-patient services?
- X. What is the required time frame for advance notification?
- Y. Outline the approval/denial process.
- Z. Who is responsible for obtaining pre-authorization?
- AA. Outline the notification process to the patient, physician, and facility of approval or denial of the requested out-patient service.
- BB. Outline the electronic notification process to the third party claims administrator of approval or denial of the requested out-patient service.
- CC. Outline the procedure to conduct retrospective review of out-patient services.
- DD. Outline your out-patient substance abuse and mental health case management program.
- EE. Outline the procedure for handling disputes and appeals.

14. Please indicate the pre-certification and review procedure for **out-of-area/state** facilities:

- A. How is an out-of-state in-patient pre-authorization obtained?
- B. What is your organization's current turnaround time for processing out-of-state in-patient hospitalization requests?
- C. How is the out-of-state concurrent review conducted?
- D. Does your organization have nurse reviewers in other states?
- E. Does your organization contract with any out-of-state utilization review companies to provide out-of-state in-patient concurrent reviews?
- F. If an out-of-state confinement is deemed no longer medically necessary how are the hospital and physician notified? What is the average time frame of such notification?
- G. How is a patient notified when an out-of-state hospital confinement is no longer medically necessary? What is the average time frame of such notification?
- H. Is your organization willing to accept financial responsibility if timely notification (within 24 hours) is not met?
- I. How is an out-of-state out-patient pre-authorization obtained and processed?

15. Describe your on-site audit review process pertaining to hospital control, quality control and home health care.

16. Describe in detail your Large Case Management Program, be sure to include the criteria used in determining which type of cases are referred to the large case manager, and the process in which the cases are followed and managed. If referrals are necessary identify all health care facilities to which you most frequently refer large case management cases.

17. Describe your organization's hospital bill audit function for medical appropriateness.

- A. What are the qualifications of the individual(s) who conducts the hospital bill audits?
- B. Is this individual(s) dedicated full time to this task?
- C. How many hospital bill audits does your organization conduct in a calendar year?
- D. How does your organization coordinate the hospital bill audits with the hospital facility staff?
- E. How many hospital bill audits conducted by your organization have been challenged by the hospital/facility in the last calendar year?
- F. What is the average length of time to conduct a hospital audit?

- G. What is the average savings of audited hospital bills?
18. Which outside third party claims administrator(s) does your organization currently interface?
- How are reviews/final determinations communicated to outside third party claims administrators?
 - How frequently are reviews/final determinations communicated to outside third party claims administrators?
 - Does your organization have reviews/final determinations available online?
 - What audit process is in place to ensure accuracy of the transferred data?
19. Provide three references from third party claims administrators that currently receive utilization review data from your organization on a weekly basis. Please provide the full name of the individual to be contacted, their title, address, and telephone number, as well as the name of the group and the number of years your organization has performed utilization review services for each group.
20. Please provide a description of your transition plan for OWNER. Your plan should include the following:
- The names, qualifications, and roles of the transition team participants.
 - An itemization of all transition activities with current TPA, PPO network provider, former UR provider, and OWNER.
 - Detailed time line.
21. Please describe your contingency plan if your transition/implementation plan is not successful.
22. The following management reports will be required. Please provide "sample" copies of each of the required reports.
- Monthly Cost Savings Report
 - Monthly hospital admission utilization review report, with the number of admits/discharges by month, actual length of stay per confinement, including totals for the last 12 months by facility utilized, and the average length of stay per facility.
 - Quarterly Report of services denied for medical necessity for both inpatient and outpatient services.
 - Quarterly Savings Report by patient including diagnosis, hospital days saved, and alternative care savings.
 - Quarterly Hospital Days Approved and Used compared to Days Denied and Used
 - Quarterly Type of Admission Report based on emergency and non-emergency
 - Quarterly Pre-Admission Required compared to Pre-Admission Requested.
 - Annual Admission Rate, Days of Care Rate, and Average Length of Stay Report
 - Which performance tools are utilized by your organization to track and measure performance.
23. How often are internal, external, and third party audits performed on your organization and by whom? Please attach a copy of the last audit performed.
24. What guidelines or nationally recognized resources are utilized for determining if your plan meets or exceeds the national standards for medical necessity on all services requested?
25. Please describe how grievances are handled between the patient's physician and the utilization reviewer.
26. Please provide a description of your participating in or with a peer level appeals board?
27. Describe and document the applicable licenses which are held by the Proposer and its proposed subcontractors. If Proposer is utilizing the services of a subcontract, provide detailed background and history information regarding the subcontract and specifically identify in detail the services which will be provided by them to the County. Furthermore, identify any other information the Proposer determines appropriate which would assist the County in evaluating the capabilities and competence of the subcontractor(s).
28. State why the Proposer is the best suited to perform the services for this project.

EXHIBIT 3
LIST OF APPROVED HOSPITALS

CLARK COUNTY:

North Vista Hospital	Desert Springs Hospital
Monte Vista Hospital	Sunrise Hospital
University Medical Center of Southern Nevada	Mesa View Regional Hospital
Valley Hospital	Summerlin Hospital
Centennial Hills Hospital	Southern Hills Hospital
Mountain View Hospital	Spring Valley Hospital
Kindred	Health South
Boulder City Hospital	

NYE COUNTY

Desert View Regional Medical Center

LINCOLN COUNTY

Grover C. Dils Medical Center

NORTHERN NEVADA

Battle Mountain General Hospital	Northern Nevada Medical Center
Banner Churchill Regional Medical Center	Owyhee Community Health Faculty
Humboldt General Hospital	William Bee Ririe Hospital
Pershing General Hospital	Northeastern Nevada Regional Hospital
South Lyon Community	Mt. Grant Hospital
Carson-Tahoe Hospital	

EXHIBIT 4
FEE SCHEDULE

Item No.	Description of Utilization Review 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	Cost per employee/retiree per month for in-patient review services	Per Employee Per Month	\$	\$	\$	\$	\$
2	Cost per employee/retiree per month for out-patient review services	Per Employee Per Month	\$	\$	\$	\$	\$
3	Cost per employee/retiree per month for large case management	Per Employee Per Month	\$	\$	\$	\$	\$
4	Cost per employee/retiree per month for <u>all</u> utilization review services requested.	Per Employee Per Month	\$	\$	\$	\$	\$
5	Cost per hospital bill audit.	Each	\$	\$	\$	\$	\$
6	Itemize any additional Costs Any other costs that may be assessed to Clark County	Each	\$	\$	\$	\$	\$

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 5
RFP NO. 6003278-14
STANDARDS AND FINANCIAL GUARANTEES**

Service Performance Standard	Guarantee	Method of Measurement	Penalty
I. Monthly, quarterly and annual management reports	100.0%	A. A. Delivery of monthly, quarterly and annual reports within 30 days of end of reporting period as established by Clark County Self-Funded. Performance review identifying cost savings to plan and performance goals are met. Performance measurements audited to ensure reporting accuracy.	A & B. A 1% percentage penalty of the annual administration fees per report per day greater than 10 days.
II. Notification of potential high expense cases. High expense case is defined as a single claim or treatment plan expected to exceed \$100,000.	95.0%	A. Designated Clark County staff will be notified within 5 business days of the UM vendors initial notification of the requested service.	A. For each percentage point, or a fraction thereof below the annual guarantee, 1% of annual administration fees.
III. Pre-certification information shall be provided to Clark County Self-Funded	98.0%	Precertification requests from healthcare providers shall be communicated with Clark County Self-Funded's Third Party Administrator using approved method e.g. electronically, within 5 business days of UM completing Precertification determination.	For each percentage point, or a fraction thereof below the annual guarantee, 1% of annual administration fees.
IV. Concurrent Review	98.0%	Concurrent hospital reviews shall be completed and communicated using an approved method e.g. electronically within 5 business days of determination decision.	For each percentage point, or a fraction thereof below the annual guarantee, 1% of annual administration fees.

Compliance with service category I, II, III, IV is determined by Clark County's Executive Team and (TBD) auditor bi-annually conducted in even numbered years. Annual is typically defined as the time period starting January 1 ending December 31st of each contract year.

- Clark County Self-Funded Health Benefits Program will collect performance guarantee amount by withholding the appropriate amount from vendor's annual administrative fees. If no further administrative fees are due, Clark County Self-Funded will send an invoice for the penalty amount to the vendor. Payment is due within 30 days. Failure to pay within 30 days will result in a penalty of 1.5% of the penalty amount per month, compounded monthly.
- Upon contract termination, Clark County Self-Funded may withhold payment of a portion of the last invoice until after all audits have been accepted by the Clark County Self-Funded Board. The portion of payment withheld will be not more than the lesser of:
 - i. The last invoice received by Clark County Self-Funded; or
 - ii. An amount equal to 100% of the largest quarterly penalty assessed during the last two years of the contract.

Exceptions to the requirements of this Scope of Work and Service Performance Standards must be clearly stated in the RFP to which vendor is taking exception, and future expectations for meeting the requirement, along with the vendor staff and qualifications assigned.

CLARK COUNTY, NEVADA
CONTRACT FOR UTILIZATION OF REVIEW SERVICES
RFP NO. 603353-14

//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 UTILIZATION OF REVIEW SERVICES

This Contract is made and entered into this ##XX day of Enter Month 20XX, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and //LEGAL NAME// (hereinafter referred to as ASK TYPE , for Utilization of Review Services (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, the ASK TYPE 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 ASK TYPE 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 ASK TYPE agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain ASK TYPE 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, ASK TYPE 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 ASK TYPE 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 ASK TYPE 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 ASK TYPE and it shall be the ASK TYPE'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 ASK TYPE 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 ASK TYPE 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 ASK TYPE 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.

- c. 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>.
 - d. 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.
 - e. A "BUDGET SUMMARY COMPARISON" which outlines the total amount ASK TYPE was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
 - f. COUNTY's representative shall notify the ASK TYPE in writing within 14 calendar days of any disputed amount included on the invoice. The ASK TYPE 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 ASK TYPE 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 ASK TYPE 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 ASK TYPE 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 ASK TYPE all damages, costs and expenses caused by ASK TYPE's negligence, resulting from or arising out of errors or omissions in ASK TYPE's work products, which have not been previously paid to ASK TYPE.
 7. COUNTY shall not provide payment on any invoice ASK TYPE submits after six (6) months from the date ASK TYPE 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 ASK TYPE.

SECTION III: SCOPE OF WORK

Services to be performed by the ASK TYPE 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 ASK TYPE'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 ASK TYPE for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the ASK TYPE 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 ASK TYPE shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF ASK TYPE

- A. It is understood that in the performance of the services herein provided for, ASK TYPE 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, ASK TYPE has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by ASK TYPE in the performance of the services hereunder. ASK TYPE 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. ASK TYPE 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 ASK TYPE's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of ASK TYPE be unable to complete his or her responsibility for any reason, the ASK TYPE must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If ASK TYPE fails to make a required replacement within 30 days, COUNTY may terminate this Contract for default.
- C. ASK TYPE 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 ASK TYPE 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 ASK TYPE 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 ASK TYPE shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the ASK TYPE, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, ASK TYPE shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of the ASK TYPE 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. ASK TYPE will not produce a work product which violates or infringes on any copyright or patent rights. The ASK TYPE 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 ASK TYPE shall not in any way relieve the ASK TYPE of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. COUNTY's review, approval, acceptance, or payment for any of ASK TYPE'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 ASK TYPE shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by ASK TYPE'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 ASK TYPE 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 ASK TYPE 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. ASK TYPE 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 ASK TYPE, without prior written approval of COUNTY.
- B. Approval by COUNTY of ASK TYPE's request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve ASK TYPE of responsibility for the professional and technical accuracy and adequacy of the work. ASK TYPE shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by ASK TYPE's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY's approval of ASK TYPE's request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with ASK TYPE in the performance of services under this Contract and will be available for consultation with ASK TYPE at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by ASK TYPE 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 ASK TYPE 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 ASK TYPE. It is understood that COUNTY's representative's review comments do not relieve ASK TYPE from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist ASK TYPE 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. ASK TYPE 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 ASK TYPE.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this contract.
- B. ASK TYPE shall complete the PROJECT in accordance with the milestones contained in Exhibit ENTER # of this Contract.
- C. If the ASK TYPE's performance of services is delayed or if the ASK TYPE's sequence of tasks is changed, ASK TYPE 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 ASK TYPE 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 ASK TYPE 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.

- F. In the event that the ASK TYPE 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 ASK TYPE 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 ASK TYPE under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to ASK TYPE at least 10 working days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay ASK TYPE its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. ASK TYPE 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 ASK TYPE for any cause other than the error or omission of the ASK TYPE, for an aggregate period in excess of 30 days, ASK TYPE shall be entitled to an equitable adjustment of the compensation payable to ASK TYPE under this Contract to reimburse ASK TYPE 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 ASK TYPE 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 ASK TYPE 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 ASK TYPE 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 ASK TYPE at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of the ASK TYPE's default.
 - b. Upon receipt or delivery by ASK TYPE of a termination notice, the ASK TYPE 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 ASK TYPE to fulfill contractual obligations it is determined that the ASK TYPE 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 ASK TYPE shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of the ASK TYPE assigned to the performance of this Contract.

6. The rights and remedies of COUNTY and the ASK TYPE provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
7. 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 ASK TYPE's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within ASK TYPE's control.

SECTION X: INSURANCE

The ASK TYPE shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. The ASK TYPE 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 ASK TYPE:

SECTION XII: MISCELLANEOUS

A. Independent Contractor

ASK TYPE acknowledges that ASK TYPE and any subcontractors, agents or employees employed by ASK TYPE 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 ASK TYPE 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 ASK TYPE agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Non-Discrimination/Public Funds

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

D. Assignment

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

F. Indemnity

The ASK TYPE 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 ASK TYPE or the employees or agents of the ASK TYPE in the performance of this Contract.

G. Governing Law

Nevada law shall govern the interpretation of this Contract.

H. Covenant Against Contingent Fees The ASK TYPE 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.

I. Gratuities

1. COUNTY may, by written notice to the ASK TYPE, 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 ASK TYPE or any agent or representative of the ASK TYPE 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 ASK TYPE as it could pursue in the event of a breach of this Contract by the ASK TYPE; 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 ASK TYPE 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.

J. Audits

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

K. Covenant

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

L. Confidential Treatment of Information

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

M. ADA Requirements

All work performed or services rendered by ASK TYPE 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.

N. Subcontractor Information

The ASK TYPE 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 ASK TYPE is for the COUNTY's information only.

O. Disclosure of Ownership Form

The ASK TYPE 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

ASK TYPE:
//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
UTILIZATION OF REVIEW SERVICES
SCOPE OF WORK**

To be determined

**EXHIBIT B
UTILIZATION OF REVIEW SERVICES
INSURANCE REQUIREMENTS**

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

- A. **Format/Time:** ASK TYPE shall provide COUNTY 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 COUNTY. 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:** COUNTY 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:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. ASK TYPE'S insurance shall be primary as respects COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** ASK TYPE'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically ASK TYPE'S contractual obligation of additional insured to COUNTY and must note that COUNTY 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, ASK TYPE 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, ASK TYPE 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 ASK TYPE and **any auto** used for the performance of services under this Contract.
- I. **Professional Liability:** ASK TYPE 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 COUNTY.
- J. **Homeowner's:** ASK TYPE shall obtain and maintain homeowner's insurance which includes personal liability of no less than \$300,000 per occurrence.
- K. **Workers' Compensation:** ASK TYPE 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 ASK TYPE that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that ASK TYPE 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 ASK TYPE fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order ASK TYPE to stop the work, declare ASK TYPE 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. COUNTY may collect any replacement insurance costs or premium payments made from ASK TYPE or deduct the amount paid from any sums due ASK TYPE under this Contract.
- M. **Additional Insurance:** ASK TYPE is encouraged to purchase any such additional insurance as it deems necessary.
- N. **Damages:** ASK TYPE is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by ASK TYPE, their subcontractors or anyone employed, directed or supervised by ASK TYPE.

- O. **Cost:** ASK TYPE 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 ASK TYPE'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. ASK TYPE'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. 603353-14, entitled UTILIZATION OF REVIEW SERVICES;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
 County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
 by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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