

CLARK COUNTY, NEVADA

**MEDICAL SERVICES
RFP NO. 606590-23**

FIRSTMED HEALTH AND WELLNESS CENTER

NAME OF FIRM

Angela Quinn
Chief Executive Officer

DESIGNATED CONTACT, NAME AND TITLE
(Please type or print)

8936 Spanish Ridge Avenue
Las Vegas, Nevada 89148

ADDRESS OF FIRM
INCLUDING CITY, STATE AND ZIP CODE

(702) 807-5501

(AREA CODE) AND TELEPHONE NUMBER

(702) 998-2991

(AREA CODE) AND FAX NUMBER

aquinn@fmhwc.org

E-MAIL ADDRESS

MEDICAL SERVICES

This Contract is made and entered into this _____ day of _____ 20___, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and FIRSTMED HEALTH AND WELLNESS CENTER (hereinafter referred to as PROVIDER), for MEDICAL SERVICES (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance, including all travel, lodging, meals and miscellaneous expenses; and

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

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from December 1, 2024 through June 30, 2027, with the option to renew for four (4), one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) based on but not limited to operational expense such as personnel, equipment, supplies, administration costs, and indirect costs; subject to COUNTY'S fiscal limitations, for the annual not-to-exceed amount in accordance with appropriated funds issued via purchase order for the COUNTY'S fiscal year. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Progress

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

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.
2. Payment of invoices will be due upon receipt of an accurate invoice that has been reviewed and approved by COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (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 PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, and provides deliverables, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted via email to: DFSFiscalServices@ClarkCountyNV.gov.
9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

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 PROVIDER.

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time request changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER'S cost or time required for performance of any services under this Contract, PROVIDER shall notify COUNTY in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change. An equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be amended in writing accordingly.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.

- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER shall follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - 1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

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

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Maureen Buen, Family Services Assistant Manager, telephone number (702) 455-7402 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER by written notice before the effective date of each such delegation.

- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY will assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.

SECTION IX: SUSPENSION AND TERMINATION

- A. Suspension
COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.
- B. Termination
 - 1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. the opportunity to cure;
 - b. not less than ten (10) calendar days written notice of intent to terminate; and
 - c. 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 PROVIDER is given:
 - i. not less than ten (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 PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
 - 3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER'S default.

- b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
- c. If after termination for failure of PROVIDER to fulfill contractual obligations, it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
- 4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.
- 5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
- 6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

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:	<u>CLARK COUNTY FAMILY SERVICES</u> <u>Attention: Director</u> <u>500 S. Grand Central Parkway, 3rd^h Floor</u> <u>Las Vegas, Nevada 89155</u>
TO PROVIDER:	<u>FIRSTMED HEALTH AND WELLNESS CENTER</u> <u>Attention: Angela Quinn</u> <u>8936 Spanish Ridge Avenue</u> <u>Las Vegas, Nevada 89148</u>

SECTION XII: MISCELLANEOUS

- A. Independent Contractor
 PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.
- B. Immigration Reform and Control Act
 In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will verify the identity and employment eligibility of anyone employed under this Contract.

C. Non-Discrimination/Public Funds

The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

D. Assignment

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

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and their 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 PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

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

H. Audits

The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER 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 PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

I. Covenant

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

J. Confidential Treatment of Information

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

K. ADA Requirements

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

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.

M. Disclosure of Ownership Form

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

N. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

O. Force Majeure

PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

P. Severability

If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.

Q. Non-Endorsement

As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

R. 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. All Contract documents are available for review following the award of the Contract.

S. Price Adjustment Requests

Commencing on date of award, prices shall not be subject to change during the initial Contract term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of PROVIDER'S expectation of price increase commencement, to the Clark County, Nevada, Administrative Services Department, Purchasing Manager, 500 South Grand Central Parkway, Las Vegas, Nevada 89155. Price increases shall not be retroactive. A price adjustment can only occur if PROVIDER has been notified in writing of COUNTY'S approval of the new Price(s). Only one (1) written price adjustment request(s) will be accepted from PROVIDER per renewal term. The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.

Consumer Price Index (CPI): All items in U.S. city average, all urban consumers, seasonally adjusted. Series ID: CUSR0000SA0 will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of CPI change or five (5) percent for an increase or decrease.

Suitable Proof:

Print-out of CPI index and calculated increase, and Letter from Provider.

Discontinued Price Index:

Should the above-reference price index be discontinued or otherwise no longer be published by the U.S. Bureau of Labor Statistics, a similar index may be mutually agreed to in writing by both parties

Drastic Market Conditions

Should drastic market conditions occur which dictate a significant price increase of any line item(s) during the initial Contract term, COUNTY may consider these increases in addition to the allowed increases, providing PROVIDER submits written documentation and suitable proof by line item to COUNTY requesting permission and explaining in detail the unforeseen circumstances predating the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of the last price increase to the date of performance by an amount exceeding five (5) percent. General industry correspondence with regards to market conditions are not suitable proof.

Price Decrease

COUNTY shall receive the benefit of a price decrease to any line item at any time during the initial Contract term and for any subsequent term(s) if the decrease exceeds five (5) percent of Contract price. If, at the point of exercising the price adjustment provision, market media indicators show that the prices have decreased, and that PROVIDER has not passed the decrease on to COUNTY, COUNTY reserves the right to place PROVIDER in default, terminate Contract, and such actions will reflect adversely against PROVIDER in determining the responsibility and non-responsibility of PROVIDER in future opportunities.

T. Companies that Boycott Israel

PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

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

COUNTY:

CLARK COUNTY, NEVADA

By: _____ DATE
JESSICA COLVIN
Chief Financial Officer

PROVIDER:
FIRSTMED HEALTH AND WELLNESS

By: Angela Quinn 11.12.24
Angela Quinn
Chief Executive Officer DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

Sarah Schaerrer 11/20/2024
[Sarah Schaerrer \(Nov 20, 2024 07:57 PST\)](#)
By: _____ DATE
SARAH SCHAERRER
Deputy District Attorney

**EXHIBIT A
MEDICAL SERVICES
SCOPE OF WORK**

INTENT

It is the intent of COUNTY, to contract with a PROVIDER for:

1. NURSING SERVICES

Nursing Services for the children in the custody of Clark County Family Services (COUNTY) at 701 North Pecos Road, Las Vegas, Nevada 89101, for no less than 24 hours per day, 7 days per week. These services include medical and dental history, assessment of health status, medication administration, and referral to additional sources of care by on-site qualified registered nurses 24 hours per day, 7 days per week, as directed by COUNTY.

MEDICAL AND DENTAL SERVICES

Medical and dental services performing preventive, diagnostic and treatment services including medical and dental history, physical exams, early and periodic screening, diagnostic and treatment exams, assessment of health status, collection and oversight of Clinical Laboratory Improvement Amendments of 1988 (CLIA), waived lab work, screening and restorative dental care, treatment for a variety of medical conditions, and referral to additional outsources of care.

RESPONSIBILITIES OF PROVIDER

1. NURSING SERVICES

PROVIDER shall provide on-site qualified registered nursing services 24 hours per day, 7 days per week at 701 North Pecos Road, Las Vegas, Nevada 89101, as directed by COUNTY. Nursing staff shall be a minimum of two registered nurses per day and swing shift and one registered nurse per graveyard shift so long as the average daily population for the prior twelve months exceeds fifty children.

Services shall include, but not limited to:

- A. Medical screening and documentation of nursing assessment for all infants/youth brought to the COUNTY'S Emergency Reception Center. Assessment is to be charted pursuant to Nevada State Board of Nursing guidelines.
- B. Periodic nursing rounds throughout each shift completed in each building housing children at 701 North Pecos Road to assess the health status of infants/youth.
- C. Conduct sick call each shift per protocol established in conjunction with COUNTY and PROVIDER. In addition, infants/youth will be assessed in between sick calls as requested by campus staff.
- D. Administration and documentation of medications ordered and administered.
- E. Knowledge of and proper execution of the supervising physician's orders.
- F. Maintain documentation of professional medical records, files and reports to meet Nevada State Board of Nursing guidelines, PROVIDER'S protocol and COUNTY'S protocol.
- G. Secure appointments for children housed at COUNTY'S Emergency Shelter, in any of the buildings at 701 North Pecos Road to assure appropriate and timely follow up appointments and care.
- H. Develop and maintain clear communication with COUNTY'S staff, children's parents and caregivers of the children and community medical providers to assure continuity of care for the child.
- I. Provide immediate communication to COUNTY'S Emergency Shelter supervisors of any medical concerns or significant change in an infant / youth's medical condition.
- J. Provide educational information to parents and/or caregivers through the medical passport and in person consultation upon release of the child to the parent and/or caregiver.
- K. Provide personal medical diagnostic equipment and all disposable supplemental supplies such as, but not limited to, ophthalmoscope, ear speculums and tongue blades.

- L. Provide equipment needed for the medical exam rooms but not limited to Blood pressure machine, Pulse Oximeter, Thermometer, Nebulizer, Glucometer.
- M. Provide standing orders to nursing staff for patients established within the Federally Qualified Health Centers (FQHC) guidelines.
- N. Examine and treat children when such services are reasonably determined to be required by COUNTY.
- O. Maintain written nursing records on all children examined or treated pursuant to this Contract.
- P. Provide medical liability insurance and administrative support for its employees.
- Q. Provide appropriate trained and supervised personnel to provide the necessary medical services during the term of this Contract.
- R. Provide quarterly report including but not limited to children/youth serviced at Child Haven [Child's Name, DOB, Visit Type, Provider Name (nursing staff and their titles (Registered Nurse or Nurse Practitioner)), Date of Service, Notes.] Please refer to Attachment BB: Quarterly Report Template.
- S. Provide TB testing service to COUNTY staff and volunteers to be billed monthly, copies of all TB tests to accompany the invoice.
- T. Assure that all PROVIDER'S personnel and subcontracted service providers maintain their professional licenses.
- U. Be available for on-site qualified registered nursing and provide guidance whenever such services are reasonably determined to be required by COUNTY.
- V. Maintain written records on all children treated pursuant to this Contract.
- W. Maintain confidentiality of all children's records.
- X. Maintain all books, records, documents, and other evidence of its performance under the Contract as required by local, state or federal law. COUNTY will have access to such books, records, documents, and other evidence for the purpose of inspection; audit and copying at any time during the period such records are required to be maintained. Medical records, including mental health records, generated in performance of this Contract are the records of PROVIDER. At COUNTY'S request, PROVIDER shall provide a copy of medical records to COUNTY'S designated representative. Prior to providing the medical records, PROVIDER shall redact information concerns individuals, such as the child's parents or other family members, who are not in COUNTY'S custody, unless the information concerns the child's safety.
- Y. At PROVIDER'S discretion and as authorized by law, bill third party payors (e.g., Medicaid, private insurance, etc.) for on-site qualified registered nursing services performed by PROVIDER for children in custody of COUNTY. Whether or not PROVIDER receives any additional monies from third party payors, PROVIDER agrees to provide all on-site qualified registered nursing and nurse case management services as described in this Contract. In no event will PROVIDER charge the child or the child's guardian or custodian for such services, other than COUNTY in accordance with this Contract.

2. MEDICAL AND DENTAL SERVICES

PROVIDER shall:

- A. Provide preventive, diagnostic and treatment services that are commonly referred to as primary care medical and dental services to children in the custody of COUNTY. These services include medical and dental history, physical and non-invasive gynecological examinations, Early and Periodic Screening, Diagnosis and Treatment ("EPSDT") exams, assessment of health status, collection and oversight of Clinical Laboratory Improvement Amendments of 1988 ("CLIA") waived lab work, screening and restorative dental care, treatment for a variety of medical conditions and referral to additional sources of care.

- B. Provide medical services on-site at 701 North Pecos Road, Las Vegas Nevada 89101, for no less than forty (40) hours per week, excluding PROVIDER scheduled holidays, at mutually agreed upon times. Services shall include, but not limited to, well child check-up, sick-care, immunization, bridging prescribed medications, developmental health assessment and may include non-invasive gynecological examinations. Only a board-certified pediatrician, family physician, certified physician assistants, or advanced practice nurse shall provide these services.
- C. Provide preventative and restorative dental services on-site at 701 North Pecos Road, Las Vegas, Nevada 89101, for no less than (8) hours per week, at mutually agreed upon times. Only a licensed dentist or hygienist shall provide these services.
- D. Agree that Advanced Practice Registered Nurse (APRN) will be on-site at 701 North Pecos Road, Las Vegas, Nevada 89101 up to 40 hours per week, but no less than 24 hours per week, excluding PROVIDER scheduled holidays. A Licensed Medical Provider may be a Doctor of Medicine (MD), Physician Assistant (PA) or Advanced Practice Registered Nurse (APRN).
- E. Maintain all necessary Clinical Laboratory Improvement Amendments of 1988 ("CLIA") waived certifications for PROVIDER facility.
- F. A Medical Director who shall assist in the development and use of appropriate clinical protocols for the PROVIDER'S nursing staff.
- G. Provide appropriate trained and supervised personnel to accompany the medical or dental professional to assist in providing the necessary care.
- H. Develop and utilize individualized, continuing professional education plans for PROVIDER'S staff and assure that all PROVIDER'S staff and contracted service providers maintain their professional licenses.
- I. Provide personal medical diagnostic equipment and all disposable supplemental supplies such as, but not limited to, oto/ophthalmoscope, ear speculums and tongue blades necessary to provide services to children.
- J. Provide all medical and dental supplies necessary to provide services to children. Such supplies shall include, but not limited to, TB Skin Testing solution, vaccines and other such medical material goods.
- K. Provide equipment as needed for the medical exam rooms necessary to provide services to children.
- L. Provide medical liability insurance and administrative support for its employees, including a billing service, clinical and clerical support and operational management support. Access UNITY on restricted computers for the limited purpose of verifying open child welfare cases prior to providing services in response to requests for services.
- M. Provide standing orders to nursing staff for children established within the American Academy of Pediatrics' guidelines.
- N. Provide well child check-up and examination and treatment to children in COUNTY custody.
- O. Be available for primary medical care and dental consultation and to provide guidance and/or treat emergency medical and dental cases to children in COUNTY custody. Maintain written primary care medical and dental records on all children examined or treated pursuant to this Contract.
- P. Maintain confidentiality of all children's records.
- Q. Maintain all books, records, documents, and other evidence of its performance under this Agreement as required by local, state or federal law. COUNTY will have access to such books, records, documents, and other evidence for the purpose of inspection; audit and copying at any time during the period such records are required to be maintained.
- R. Bill third party payors (e.g., Medicaid, private insurance, etc.) pursuant to this Agreement for primary medical and dental services performed by PROVIDER. PROVIDER acknowledges that such billings are subject to a determination by the third-party payors as to the reasonableness of the charge. In no event will the PROVIDER charge the child, the child's custodian, or COUNTY for such treatment.
- S. Retain the right to refer children for inpatient emergency care as PROVIDER reasonably deems necessary. PROVIDER shall inform COUNTY upon referring children for inpatient emergency care and agrees to pursue all appropriate third-party payor authorizations

- T. Not subcontract services specified by this Contract without prior written approval of COUNTY.
- U. Approval by COUNTY of PROVIDER'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this CONTRACT by PROVIDER subcontractor or its sub-subcontractor.

RESPONSIBILITIES OF COUNTY

- A. COUNTY may provide and maintain through a separate LEASE with PROVIDER space suitable for PROVIDER to provide the services to **CCFS referred clients** on a priority basis as required under this CONTRACT. COUNTY agrees to allow PROVIDER the ability to schedule non-CCFS referred pediatric clients at this facility subject to security and availability.
- B. COUNTY will provide available information regarding the medical history of each child examined and/or treated by PROVIDER.
- C. COUNTY will provide available documentation to bill third party payers (e.g., Medicaid, private insurance, etc.), if available.
- D. COUNTY will immediately notify PROVIDER and provide written documentation of any unsatisfactory performance of conduct of PROVIDER'S staff. COUNTY shall provide definitive recommendations related to expected performance evaluation outcomes.
- E. COUNTY will provide PROVIDER limited access to UNITY so that PROVIDER may verify open child welfare cases prior to providing services.

RESPONSIBILITIES OF BOTH PARTIES

- A. On an annual basis, PROVIDER shall and COUNTY will participate jointly in
 - ongoing assessment of community and children needs;
 - ongoing assessment of medical and dental services to assure that needs of children in COUNTY custody is met;
- B. PROVIDER shall and COUNTY will coordinate approval of child's discharge from any medical or treatment facilities to the COUNTY in accordance with COUNTY'S guidelines.
- C. PROVIDER and COUNTY jointly agree that PROVIDER may partner in a preceptorship program with medical training programs and possibly utilize clinical students under direct supervision of the physician on site at 701 North Pecos Road, Las Vegas, Nevada 89101.
- D. PROVIDER shall and COUNTY will jointly implement a formal quality assurance plan to review the quality of care provided. This plan may include such activities as regular audits of children's records to assure compliance with health maintenance and other patient and children care protocols and accepted standards of care. Such audits shall be completed regularly and routinely, and no less than once per year.
- E. PROVIDER shall and COUNTY will meet no less than quarterly to review services provided and service and operational needs.
- F. PROVIDER and COUNTY shall develop joint processes and comply with any respective requirements to ensure maximization of funding through Medicaid. Additionally, each party agrees to re-evaluate the fiscal amount attached to the contract if there should be any unpredicted fiscal changes in Medicaid eligibility requirements or reimbursements.

LINE-ITEM CATEGORIES

COUNTY agrees to compensate PROVIDER for the performance of services outlined in this Scope of Work, subject to COUNTY’S fiscal limitations; with appropriated funds issued via Purchase Order; as outlined below:

LINE-ITEM CATEGORIES
Personnel
Computer Equipment (Only during the Initial Term and Year 5)
Supplies
Administration Costs (not-to-exceed 10% of Total Amount of Personnel, Equipment and Supplies)
Indirect Costs (not-to-exceed 10% of Total Operations)
Total not-to-exceed amount of \$2,251,896 for the initial term.

PROPERTY AND EQUIPMENT

1. All equipment purchased by COUNTY shall remain the property of COUNTY.
2. A list of property and equipment will be incorporated herein within 90 days of CONTRACT execution.

MISCELLANEOUS

It is understood that this agreement is non-exclusive and that COUNTY may enter into separate agreements with other entities to provide nursing services, primary care medical and dental services.

BACKGROUND CHECKS

1. PROVIDER agrees that the COUNTY will complete a background check on all employees, volunteers, mentors, or contracted staff engaged in providing services under this SOW within thirty (30) days of the execution of this Contract and prior to any direct contact with children.
2. A complete background check will include having the individual's information (i.e. demographics, fingerprints) searched through the following databases:
 - a. NCIC (National Crime Information Center),
 - b. SCOPE II (Shared Computer Operation for Protection and Enforcement), and
 - c. CANS (Child Abuse and Neglect Registry Search in Nevada and in any state the employee has resided during the last (5) years).
3. COUNTY requires that a PROVIDER or an employee of a PROVIDER shall not have any of the criminal convictions, charges or pending charges listed below:
 - a. Murder, voluntary manslaughter, involuntary manslaughter or mayhem;
 - b. Any felony involving the use or threatened use of force or violence or the use of a firearm or other deadly weapon;
 - c. Assault with intent to kill or to commit sexual assault or mayhem;
 - d. Battery which results in substantial bodily harm to the victim;
 - e. Battery that constitutes domestic violence that is punishable as a felony;
 - f. Battery that constitutes domestic violence, other than a battery described in subparagraph (e), within the immediately preceding 3 years;
 - g. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or an offense involving pornography and a minor;
 - h. A crime involving pandering or prostitution, including, without limitation, a violation of any provision of NRS 201.295 to 201.440, inclusive;
 - i. Abuse or neglect of a child, including, without limitation, a violation of any provision of NRS 200.508 or 200.5083 or contributory delinquency;

- j. A violation of any federal or state law regulating the possession, distribution or use of any controlled substance or any dangerous drug as defined in chapter 454 of NRS;
 - k. A violation of any federal or state law prohibiting driving or being in actual physical control of a vehicle while under the influence of intoxicating liquor or a controlled substance that is punishable as a felony;
 - l. A violation of any federal or state law prohibiting driving or being in actual physical control of a vehicle while under the influence of intoxicating liquor or a controlled substance, other than a violation described in subparagraph (k), within the immediately preceding 3 years;
 - m. Abuse, neglect, exploitation, isolation or abandonment of older persons or vulnerable persons, including, without limitation, a violation of any provision of NRS 200.5091 to 200.50995, inclusive, or a law of any other jurisdiction that prohibits the same or similar conduct; or
 - n. Any offense involving arson, fraud, theft, embezzlement, burglary, robbery, fraudulent conversion, misappropriation of property or perjury within the immediately preceding 7 years.
4. In addition, the COUNTY will check the Nevada Statewide Central Registry as established by NRS 432.100 and any other state's central registry where the provider or provider's employee or agent has resided in the last five (5) years to determine whether there has been a substantiated report of child abuse or neglect made against the provider or the provider's employee or agent within the immediately preceding 5 years.
 5. PROVIDER shall provide COUNTY with a list of Employee(s) assigned to perform the task outlined in this SOW within fourteen (14) calendar days from written notice of award. This list shall be e-mailed and scheduled with the COUNTY's Human Resources at DFSHumanresources@clarkcountynv.gov.
 - i. Clark County Family Services (CCFS) Human Resources will gather the required documents and refer your staff to the Background Check office for scheduling.
 - ii. The Background Check office will contact your employee at the phone number provided on their Background Application to finalize scheduling and complete the background check process.
 - iii. After the fingerprints are collected by the Background Check office, once the results are received, they will notify CCFS Human Resources of the results.
 - iv. CCFS Human Resources will contact your agency with results.
 6. PROVIDER is fiscally responsible for the costs of processing the Background Check at the rate stated in Attachment AA, Out of State Child Abuse and Neglect Search Fees & Requirements. The fee rates may vary and are subject to change without notice.
 7. Should there be a negative result of unsatisfactory outcome of the criminal records check, COUNTY reserves the right to either waive that person, or not allow that person to interact with the children, nor provide services to COUNTY.
 8. PROVIDER shall ensure that employees have their Background Checks redone every five (5) years.
 9. Failure to complete background checks on all employees engaged in providing services under this agreement will result in suspension of services and or termination of agreement.

ATTACHMENT AA

Out of State Child Abuse and Neglect Search Fees & Requirements
 The cost of Background Check processed by Clark County is \$45 plus any applicable fees below.

Rates may vary and are subject to change.

OOS CANS Fees & Requirements

FEES:

California	\$15	Colorado	\$35
Delaware	\$14	Idaho	\$20
Minnesota	\$20	Nebraska	\$2.50
Pennsylvania	\$13		
South Carolina	\$8	Virginia	\$10
Washington	\$20	Missouri	\$14

NOTARIZE:

Arkansas	District Of Columbia	Idaho	Maryland	Massachusetts
Montana	Nebraska	New Hampshire	New York	South Carolina
South Dakota	Texas	Vermont	Virginia	

TYPE – ALL CAPS:

California	North Dakota
Colorado	Ohio
Georgia	Oregon
Maryland	Tennessee
Mississippi	Washington
New Mexico	Wisconsin
New York	

Revised 02/28/2023

**EXHIBIT B
MEDICAL SERVICES
INSURANCE REQUIREMENTS**

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

- A. **Format/Time:** PROVIDER 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 COUNTY'S written request for insurance. 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 or Professional Liability. PROVIDER'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'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 COUNTY automatic additional insured status must be attached to any certificate of insurance. **Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. *If the deductible is "zero" it must still be referenced on the certificate.*
- 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 F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. **A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and **any auto** used for the performance of services under this Contract. **A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
- I. **Professional Liability:** PROVIDER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- K. **Workers' Compensation:** PROVIDER shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- L. **Failure to Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- M. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.

- N. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- O. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- P. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- Q. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (G) Policy Number
 - (H) Policy Effective Date
 - (I) Policy Expiration Date
 - (J) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (K) Policy Number
 - (L) Policy Effective Date
 - (M) Policy Expiration Date
 - (N) Aggregate (\$1,000,000)
 8. Description: **RFP 606590-23 MEDICAL SERVICES** (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">PHONE (A/C No., Ext.): BROKER'S PHONE NUMBER</td> <td style="width: 50%; border-bottom: 1px solid black;">FAX (A/C No.): BROKER'S FAX NUMBER</td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black;">E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border-bottom: 1px solid black;">NAIC #</td> </tr> </table>	PHONE (A/C No., Ext.): BROKER'S PHONE NUMBER	FAX (A/C No.): BROKER'S FAX NUMBER	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS		INSURER(S) AFFORDING COVERAGE	NAIC #						
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E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS													
INSURER(S) AFFORDING COVERAGE	NAIC #												
INSURED 2. PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black;">INSURER A:</td> <td style="text-align: center; border-bottom: 1px solid black;">3.</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER B:</td> <td style="text-align: center; border-bottom: 1px solid black;">Company's</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER C:</td> <td style="text-align: center; border-bottom: 1px solid black;">Best</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER D:</td> <td style="text-align: center; border-bottom: 1px solid black;">Key Rating</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER E:</td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER F:</td> <td></td> </tr> </table>	INSURER A:	3.	INSURER B:	Company's	INSURER C:	Best	INSURER D:	Key Rating	INSURER E:		INSURER F:	
INSURER A:	3.												
INSURER B:	Company's												
INSURER C:	Best												
INSURER D:	Key Rating												
INSURER E:													
INSURER F:													

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

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY							
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							
	GEN'L AGGREGATE LIMIT APPLIES PER:	X					PERSONAL & ADV INJURY	\$(E) 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$(F) 2,000,000
							DEDUCTIBLE MAXIMUM	\$ 25,000
5.	AUTOMOBILE LIABILITY			(G)	(H)	(I)	COMBINED SINGLE LIMIT (Ea. accident)	\$(J) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	X					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		N/A			E.L. EACH ACCIDENT	\$
	describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
7.	PROFESSIONAL LIABILITY			(K)	(L)	(M)	AGGREGATE	\$(N) 1,000,000

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

8. RFP NO. 606590-23; MEDICAL SERVICES

9. CERTIFICATE HOLDER CLARK COUNTY, NEVADA C/O PURCHASING AND CONTRACTS DIVISION GOVERNMENT CENTER, FOURTH FLOOR 500 S. GRAND CENTRAL PARKWAY P.O. BOX 551217 LAS VEGAS, NV 89155-1217	CANCELLATION SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 10. AUTHORIZED REPRESENTATIVE
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POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP NUMBER AND CONTRACT NAME: **RFP NO. 606590-23; MEDICAL SERVICES.**

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

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. 606590-23, entitled MEDICAL 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.
- **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.
- **EMERGING SMALL BUSINESS (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

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

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

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

No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.