# CLARK COUNTY, NEVADA

## CBE NO. 607476-25
## THIRD PARTY ADMINISTRATOR (TPA)
## SERVICES FOR CLARK COUNTY WORKERS' COMPENSATION

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| **CORVEL ENTERPRISE COMP, INC.** |
| NAME OF FIRM |
| Roger Steffen |
| DESIGNATED CONTACT, NAME AND TITLE<br>(Please type or print) |
| 101 Convention Center Drive #675<br>Las Vegas, Nevada 89109 |
| ADDRESS OF FIRM<br>INCLUDING CITY, STATE AND ZIP CODE |
| (702) 777-5474 |
| (AREA CODE) AND TELEPHONE NUMBER |
| (866) 728-8275 |
| (AREA CODE) AND FAX NUMBER |
| roger_steffen@corvel.com |
| E-MAIL ADDRESS |

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

This Contract is made and entered into this _____day of _____20_____, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and CORVEL ENTERPRISE COMP, INC. (hereinafter referred to as PROVIDER), for THIRD PARTY ADMINISTRATOR (TPA) SERVICES FOR CLARK COUNTY WORKERS' COMPENSATION hereinafter referred to as PROJECT).

W I T N E S S E T H:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the services under the fee schedule contained herein; 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 April 1, 2025 through December 31, 2025, 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.

## SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) for the costs included in the fee schedule contained herein.

B. 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 and in accordance with the fee schedule contained therein.
2. Payment of invoices will be made within thirty (30) calendar days after 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 services 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 services.

6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted to: Clark County Office of Risk Management, Attention: Leslie Adams, Benefits Manager, 500 South Grand Central Parkway, 1st Floor, Las Vegas, Nevada 89155.
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.

C. 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.

**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 shall, 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 shall cooperate with COUNTY in the performance of services under this Contract and shall 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 is 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, Leslie Adams, Benefits Manager, telephone number (702) 455-5524 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and will 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 will 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 will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination, but no amount will 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 will 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 will 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 D incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit D 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: Clark County Office of Risk Management
Attention: Leslie Adams
500 South Grand Central Parkway, 1st Floor
Las Vegas, Nevada 89155

TO PROVIDER: CorVel Enterprise Comp, Inc.
Attention: Legal Department
1920 Main Street Suite 900
Irvine CA 92614

**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 E**)**. The information provided in Exhibit E 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. 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.

T. Privacy - Confidentiality Regarding Participants

PROVIDER shall maintain the confidentiality of any personal health information ("PHI") as defined means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" which means Protected Health Information which is transmitted by Electronic Media or maintained in Electronic Media relating to participants, COUNTY Employees, or third parties, in accordance with any applicable laws and regulations as described hereunder. PROVIDER agrees to use or disclose Protected Health Information solely: (i) for meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information or as otherwise permitted under this Agreement. PROVIDER agrees: (i) to implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or applicable state and federal requirements; (ii) to implement administrative safeguards physical safeguards, and technical safeguards as required by applicable state and federal requirements to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information. PROVIDER shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with applicable state and federal requirements. PROVIDER shall notify COUNTY of any breach, destruction of information or interference with system operations in an information system ("Security Breach") within one (1) business day upon discovery and confirmation of the Breach. PROVIDER shall provide a full detailed report as to the Breach and the resolution to the Breach within five (5) business days of being made aware of the Breach. PROVIDER shall fully cooperate with COUNTY on determination on whether to notify affected individuals or the media, and PROVIDER pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

U. Third Party Beneficiaries

This Contract does not and is not intended to confer any rights or remedies upon any third party.

V. Standards and Financial Guarantees

PROVIDER shall comply with the Service Performance Standards as required within Exhibit C, Standards and Financial Guarantees.

W. Contract Transition

In the event services are scheduled to end by either contract expiration or termination, it shall be incumbent upon the PROVIDER to continue services and cooperate with COUNTY and the successor provider in the smooth and timely transition of services and COUNTY's worker's compensation data and any data or information required by COUNTY from PROVIDER to the successor provider appointed by COUNTY, until new services can be completely operational. PROVIDER shall complete the forgoing within 60 days from receipt of COUNTY's notice which will be issued prior to contract expiration or termination, pending that the PROVIDER has been provided all the necessary information by COUNTY to successfully complete the transition. PROVIDER may provide continued services for up to ninety (90) days after expiration or termination of Agreement pursuant to the terms and conditions of the Contract which shall be addressed in writing accordingly. If access to PROVIDER'S software application after ninety (90) days will be required, PROVIDER may continue to provide such access and invoice for such access at a reasonable fee to COUNTY.

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

COUNTY:

CLARK COUNTY, NEVADA

By:_____ _____

JESSICA COLVIN
Chief Financial Officer

DATE

PROVIDER:

CORVEL ENTERPRISE COMP, INC.

DocuSigned by:

By: Brandon O'Brien 2/3/2025
0BEC3DBCB4094FF...

BRANDON O'BRIEN
Chief Financial Officer

DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: Sarah Schaerrer
Sarah Schaerrer (Feb 20, 2025 09:53 PST)

02/20/2025

SARAH SCHAERRER
Deputy District Attorney

DATE

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

A. GENERAL SERVICES:

1. Communicate promptly with COUNTY'S claimants entitled to temporary or permanent disability compensation, to eliminate their concern regarding benefits payable or medical care available. Communicate with the ill/injured employee throughout the period of disability.
2. Manage claims for appropriate medical treatment and all eligible workers' compensation benefits.
3. Ensure correct usage of all required workers' compensation forms and worksheets, including the Clark County Physician Disability Statement (PDS) Form.
4. Document the illness/injury and complete regular updates to the return-to-work record.
5. Arrange personal contact with claimants to COUNTY'S staff, in case of apprehension, confusion, misunderstanding, or dispute.
6. Distribute informative bulletins regarding contemplated or enacted changes in statutes and regulations relating to workers' compensation benefits or procedures.
7. Ensure that employees receive all benefits to which they are entitled.
8. Return the employee to an active employment status as early as possible.
9. Defend COUNTY against improper claims and provide hearing representation. Maintain claims experience and financial records and reports in a complete and orderly manner.
10. Conduct training sessions for COUNTY'S staff for handling on-the-job injuries and compensation claims.
11. Keep COUNTY notified with respect to changes or pending changes in state statutes or regulations as soon as information on such changes becomes available.
12. Assist COUNTY in preparation of internal policies and procedures for in-house claims reporting and handling.
13. Complete bill review and ensure timely payment. All medical bills will be reviewed and/or discounted per NRS (Nevada Revised Statutes) and PPO (Preferred Provider Organization) contract by PROVIDER'S Medical Auditor. All medical charges will be verified, to assure that the charges are only for treatment required for the accepted industrial injury or occupational disease, then processed for payment. Provide case bill reviews upon request of COUNTY and utilization review of files.
14. COUNTY reserves the right to contract and use Clark County's own workers' compensation PPO networks.
15. PROVIDER shall provide COUNTY query and/or input into PROVIDER'S software application which will be used to track COUNTY'S claims.
16. PROVIDER shall process all checks at COUNTY'S site. A check file and check register will be sent to COUNTY twice a week.
17. PROVIDER shall provide bill repricing, either through its company or contracted through a bill repricing firm.
18. PROVIDER shall make available its pharmacy discount program.
19. PROVIDER shall make available its claims software application to dedicated claims staff at COUNTY'S site as well as inquiry and case management notes section for COUNTY'S staff.
20. PROVIDER'S assigned staff shall include (1) supervisor on site at the COUNTY alternating two or three days per week, (4) claims examiners for the COUNTY and (1) claims examiner for UMC, (1) medical only examiner, and (1) claims assistant. At a minimum, two claims' examiners must be licensed hearing advocates.
21. With the exception of the supervisor and claims assistant, as noted in #20 above, PROVIDER'S staff shall be located on COUNTY'S premises. PROVIDER shall provide all equipment and materials on COUNTY'S site including but not limited to computers, telephones, copiers, laser printers, fax machines, file cabinets and office supplies.

22. PROVIDER shall include a medical director, or equivalent, for medical claim review and discussion of medical issues as needed.
23. PROVIDER shall track and provide documents to excess insurance carriers and request reimbursement.
24. PROVIDER shall be responsible for all compensation checks including TTD, TPD, PPD, PTD, etc.
25. Provide required state reporting, including the Nevada Division of Insurance (DOI) as well as the Nevada Division of Industrial Relations (DIR), as well as individual monthly and quarterly reports. Run specified reports upon request, including but not limited to National Council on Compensation Insurance, Inc., (NCCI) and Excess Insurance after state reporting.
26. PROVIDER shall maintain accurate and complete collection of injury data within the CareMC application to ensure the COUNTY can successfully achieve all OSHA injury and illness recordkeeping and reporting requirements.
27. PROVIDER shall be responsible for electronic transmission of file data to the financial institution designated by COUNTY for each check run and shall be responsible for disbursement of the check run, once approved by COUNTY.
28. PROVIDER shall be responsible for all submissions to the subsequent injury fund (NRS 616B.545 through 616B.560), including but not limited to notifications, copying, filing, submittal and hearings.
29. PROVIDER shall be responsible for all subrogation submissions (NRS 616C.215), including but not limited to identifying, documenting, copying, and submitting subrogation claims.
30. PROVIDER shall be responsible for producing all temporary total disability (TTD) vouchers and checks for payments.
31. PROVIDER shall perform Workers' Compensation claims administration services in compliance with applicable laws, rules and regulations. Employee claims shall be treated in a fair and timely manner.
32. Provide all necessary assistance to COUNTY'S legal counsel on cases requiring action before the Department of Administration, Hearing Division and Appeals Officer level, as well as District, Appellate and Supreme Courts in the State of Nevada. Once the invoices for third-party legal expenses have been received and paid, copies of said invoices will be recorded by PROVIDER in the appropriate claim files.
33. In the event of termination or nonrenewal of this Contract, PROVIDER shall provide COUNTY or its new administrator the necessary assistance to complete a smooth transition and provide any claims run-off assistance that may be required.

B. PROGRAM DEVELOPMENT:

1. PROVIDER shall conduct a workshop with COUNTY'S personnel responsible for processing workers' compensation claims to assure coordination in investigation, reporting, and follow-up of industrial injuries by accident and occupational diseases. PROVIDER shall organize training on the claims processing software application to be utilized on account.
2. PROVIDER shall meet biweekly or upon request with COUNTY'S personnel to discuss any changes, problems or procedure adjustments that may be required.

C. MEDICAL COST CONTROL:

1. PROVIDER shall establish liaison with health care providers to assure adequate and prompt treatment of workers' compensation claimants, as well as timely initial and progress reporting.
2. All medical bills shall be reviewed and/or discounted per NRS (Nevada Revised Statutes) and PPO (Preferred Provider Organization) contract by PROVIDER'S Medical Auditor/Reviewer. All medical charges shall be verified to assure that the charges are only for treatment required for the accepted industrial injury or occupational disease, and to ensure there are no duplicate billings, then processed for payment. PROVIDER shall also provide case bill reviews upon request of COUNTY.

D. CLAIM PROCESSING:

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

1. Review all forms, documents and reports, and obtain supplemental information, including investigation, as necessary, to evaluate claims. Submit claims information to the Department of Industrial Relations (DIR) for Injured Worker Indexing System per state requirements.
2. Establish claim files containing complete claims documentation, in accordance with Nevada law.
3. Promptly review and determine the compensability of claims and appropriate benefits, in accordance with Nevada law.
4. Immediately establish reserves on claims based upon medical and factual reporting, anticipated medical treatment, anticipated length of temporary disability, expected permanent residual impairment, age and occupation of the worker, anticipated pension or survivors' benefits, and current applicable workers' compensation law.
5. Promptly review, compute and pay all benefits, rating awards and life pensions, in accordance with Nevada law.
6. Work directly with COUNTY and with COUNTY'S program approval process and supervise all rehabilitation programs.
7. Manage medical and vocational rehabilitative cases, in accordance with standard medical practice and claims procedures.
8. Investigate the causes of injury or illness and recommend subrogation and subsequent submission to the injury fund where indicated. PROVIDER shall send the subrogation lien notice and the subsequent injury notice when appropriate. PROVIDER shall submit files to the subsequent injury board.
9. Prepare files, submit documentation and vigorously represent COUNTY at administrative hearings when required by COUNTY.
10. Provide COUNTY with copies of all requested claims documentation, correspondence and reports.
11. Provide COUNTY with claims administrators, personnel, equipment and supplies necessary to manage COUNTY'S claims at COUNTY'S site.
12. Provide COUNTY with electronic access between COUNTY and PROVIDER for all COUNTY claims. PROVIDER shall also provide weekly downloads to include new and/or updated records only, in order to maintain COUNTY'S Risk Management software application. Format will be provided by COUNTY and is subject to change (if required).
13. Assist COUNTY in preparation of internal policies and procedures for in house claims reporting and handling.
14. PROVIDER'S account manager shall meet with COUNTY on a monthly basis to discuss claims and any issues. The account manager shall conduct on-site visits with staff on a weekly basis.
15. Provide all necessary assistance to COUNTY'S legal counsel on cases requiring action before the Department of Administration, Hearing Division and Appeals Officer level, as well as District, Appellate and Supreme Courts in the State of Nevada. Once the invoices for third-party legal expenses have been received and paid, copies of said invoices will be recorded by PROVIDER in the appropriate claim files.

E. COST ANALYSIS REPORTS:

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

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

e. An alphabetized Master Claims Listing.

3. Prepare and provide to COUNTY monthly summary reports reflecting:
   a. Types of injuries (falls, struck by, etc.)
   b. Parts of body injured (head, back, etc.)
   c. Nature of injuries (fracture, burn, etc.)
   d. Causal instrumentality (machine, hand tools, etc.)
   e. Reserve Reports
4. Prepare a check register and payment distribution report. Process weekly checks for all claims costs.
5. Prepare claim data for annual reports to the State of Nevada through the appropriate state agencies.
6. Prepare and deliver to the Internal Revenue Service (IRS) an annual "Statement for Recipient of Medical and Health Care Payments" Federal tax form 1099, on behalf of COUNTY.
7. PROVIDER to grant access, at PROVIDER'S expense, to PROVIDER'S software application for all designated COUNTY employees.
8. Provide any additional claims reporting to state agencies or their designee. COUNTY shall be responsible for any costs mandated by the State associated with these reports.

F. FILE MAINTENANCE:

1. PROVIDER shall maintain complete and orderly records of fact and cost data at PROVIDER'S office located closest to COUNTY.
2. Files may be reviewed during normal business hours at COUNTY'S site. Additionally, specified files will be transported from off-site storage to COUNTY'S office for review.
3. All claim files, records, reports, and other documents and material pertaining to COUNTY'S claims shall be delivered to COUNTY or its designee by PROVIDER upon termination of this Contract.
4. PROVIDER shall ensure that COUNTY'S claim files shall be kept and managed by a qualified and competent administrator located in the State of Nevada as required by the Nevada Administrative Code (NAC) 616B.010 and 616B.013.
5. PROVIDER shall assist COUNTY with annual refiling requirements pursuant to Nevada Administrative Code: (NAC) 616B.460. Outside storage shall be secure and safe.
6. PROVIDER shall maintain an Administrator's bond with the State of Nevada.

G. ACTION APPROVAL:

1. PROVIDER shall fulfill its obligations, undertaken pursuant to this Contract, in full compliance with all applicable laws of the State of Nevada, recognizing that administrative fines and penalties for noncompliance with said laws are assessable against COUNTY rather than its Administrator.
2. PROVIDER shall take no action without the prior approval of COUNTY which could in any way subject COUNTY to such fines or penalties or jeopardize COUNTY'S continued status as a self-insured employer.
3. PROVIDER shall be expected, among other services described, to perform Workers' Compensation claims administration services which are in compliance with applicable laws, rules, and regulations.
4. Equally important to protecting COUNTY both financially and legally is the manner in which affected employees are treated. Employee claims shall be treated in a fair and timely manner. Therefore, in addition to the proposed cost for services to be rendered, COUNTY will also give consideration to PROVIDER'S ability to work with COUNTY in meeting COUNTY'S goals and objectives.

H. ADDITIONAL SERVICES:

If requested by COUNTY, PROVIDER shall provide the 24/7 Nurse Advocacy Services and Mobile Technology services (claims Intake App) to COUNTY at no charge.

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

EXHIBIT A – ATTACHMENT 1
CASE MANAGEMENT SERVICES

TERMS AND CONDITIONS

A. DESCRIPTION OF SERVICES

1. Case management services are provided to manage a claimant's case in order to identify the most appropriate rehabilitative treatment and/or most cost-effective health care alternatives ("Case Management Services"). Case managers may confer with the adjuster, attending physician, other medical providers, employer(s), attorney(s), the patient and the patient's family. Such services shall be on a non-exclusive basis.
2. In certain states if requested by COUNTY, Case Management Services may include vocational rehabilitation services.

B. DELIVERY OF SERVICES

1. PROVIDER shall provide Case Management Services to COUNTY upon receipt by PROVIDER of specific requests from COUNTY as mutually agreed by both parties under the special handling instructions.
2. TELEPHONIC CASE MANAGEMENT:
   Telephonic case management ("TCM") includes a four-point contact with claimant, employer, claims professional and provider. PROVIDER case managers ("CMs") do the following: (i) facilitate communication among all appropriate parties regarding the diagnosis, prognosis and treatment plan provided by claimant's treating physician, (ii) channel or direct claimant to a PPO Network provider as appropriate, (iii) monitor and facilitate treatment planning, (iv) coordinate early return to work, and (v) subsequently provide periodic assessments of treatment and return to work plans. CMs may recommend additional services or coordinate claim closure, as appropriate.
3. MEDICAL/FIELD CASE MANAGEMENT:
   PROVIDER'S medical/field case management ("MCM") personnel perform field-based case management services as directed by the employer and/or Authorized TPA which may include on-site contact with claimant, employer, and provider, as well as telephonic communication with the claim's professional. MCM's provide the CM services set forth in Section A above.
4. VOCATIONAL CASE MANAGEMENT:
   Vocational case management services may include the following: (i) coordinating return to work, (ii) providing job analysis, (iii) assisting with job placement, (iv) providing expert testimony, (v) assisting with job development, (vi) providing job analysis of essential and non-essential duties for employers under the American's With Disabilities Act, (vii) providing vocational testimony, (viii) providing advice regarding job seeking skills, and (ix) providing transferable skills analysis.
5. UTILIZATION REVIEW:
   a. PROVIDER'S utilization management program reviews proposed inpatient hospital admissions and ambulatory care to determine the appropriateness, frequency, length of stay, and setting for such proposed treatment. In addition, PROVIDER can monitor and assess the appropriate utilization of treatment for all orthopedic and soft tissue injuries requiring ambulatory diagnostics and treatment.
   b. PROVIDER nurses make recommendations to the claims adjuster based on nationally accepted medical guidelines, including Optimed Managed Care System, a clinical protocol software; the American College of Occupational and Environmental Medicine (ACOEM) Occupational Medicine Practice Guidelines: Evaluation and Management of Common Health Problems and Functional Recovery in Workers; other nationally accepted treatment practice guidelines, as well as any state mandated treatment guidelines.

c. Any nurse recommendations for limitation or denial of care based on lack of medical necessity are reviewed by a PROVIDER Physician Advisor. The Physician Advisor makes a final recommendation to the claims adjuster to approve or deny. If a final recommendation is made to deny treatment, the treating physician is notified in writing of the decision and the appeals process.

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

EXHIBIT A – ATTACHMENT 2
BILL AUDIT REVIEW AND PAYMENT SERVICES

TERMS AND CONDITIONS

A. DESCRIPTION OF SERVICES

1. PROVIDER'S proprietary computerized bill review software program enables an application of the appropriate Fee Schedule or usual and customary value, and further value-added applications subscribed to by client which includes PPO, Professional Review, Enhanced Bill Review (CERiS), Onsite, and Check writing Services applied to medical provider bills ("Provider Bills"), hospital bills ("Hospital Bills") and, both together, "Bills").

2. Fee Schedule or usual and customary services includes:
   a. Review of current procedural terminology ("CPT"), revenue code, healthcare common procedure coding ("HCPCS") and national drug code ("NDC") at the rate is published and incorporated into the state fee schedule or usual and customary value.
   b. Allowance based on specified conversion factor (s) multiply by referenced value(s)

B. DELIVERY OF SERVICES

1. COUNTY'S OBLIGATIONS

During the term of this Contract, unless agreed to otherwise by the parties in writing, COUNTY will utilize PROVIDER exclusively (even as to COUNTY) for audit, review and repricing services for Bills related to workers' compensation claims. A breach of the foregoing obligation shall constitute a material breach under this Contract. Without limiting any other remedies available under law, a breach of the foregoing obligation with respect to PPO Provider Bills will result in immediate termination of all PPO discounts provided by PROVIDER.

2. PROVIDER'S OBLIGATIONS

   a. PROVIDER shall provide Bill Review Services described herein to COUNTY upon receipt of specific requests from COUNTY. In the absence of instructions from COUNTY to the contrary, which PROVIDER must approve, Bill Review Services shall be performed as described herein.
   b. Bill Review Services shall be completed within five (5) business days of PROVIDER'S receipt from receipt by PROVIDER of all necessary billing information from COUNTY ("Complete Billing Information").
   c. To facilitate timely processing PROVIDER shall process (A) each Provider Bill no later than ten (10) days after PROVIDER'S receipt thereof, and (B) batches of Provider Bills on a daily basis or as volume dictates.
   d. PROVIDER shall process PPO Provider reimbursements on behalf of COUNTY within fourteen (14) days from receipt of the corresponding Bill Review Audit analysis from PROVIDER.
   e. PROVIDER will be responsible for monitoring, "flagging" and returning to COUNTY duplicate copies of a Bill ("Duplicates").

f. Any conflicts or complaints from medical providers ("Complaints") concerning Bill Review Services completed by PROVIDER initially will be handled directly by PROVIDER. PROVIDER will provide an initial response to a Complaint within one (1) business day following the date on which PROVIDER received the Complaint. PROVIDER will send a written response to the complainant within five (5) working days that summarizes the nature of the Complaint, and the steps PROVIDER has taken to resolve it. A copy of this response will be sent to the attention of the designated COUNTY representative. Different or more specific parameters of PROVIDER'S authority to respond to and resolve Complaints hereunder may be agreed to the parties.

Further, COUNTY shall have the right, but not the obligation, at any time, to interject itself into a Complaint between PROVIDER and a medical provider and to resolve the Complaint in a manner acceptable to COUNTY at its sole discretion. Notwithstanding the foregoing, COUNTY shall retain full responsibility for payment of all benefits and any other expenses or services required to be paid or provided under applicable policies or state and federal workers' compensation laws.

g. PROVIDER agrees to supply COUNTY, at no additional cost, in the format in which it is then customarily stored by PROVIDER, a transmission or tape reflecting the results of the Bill Review Services provided hereunder. Such data shall be provided as to further allow for the application of Bill Review fees to the individual claim file, the preparation of insured specific savings reports and the payment of Bill Review fees.

3. SAVINGS FOR THE FEE SCHEDULE OR USUAL AND CUSTOMARY SERVICE SHALL BE:

a. for states having a state mandated Fee Schedule: (A) the medical provider's original bill amount; less (B) the billed amount resulting from the allowance based on specified conversion factor(s) multiply by referenced value(s).

b. for states not having a state mandated Fee Schedule: (A) the medical provider's original bill amount; less (B) the bill amount resulting from Usual and customary value.

4. SCANNING SERVICES

a. PROVIDER shall provide Optical Character Recognition ("OCR") Services set forth herein to COUNTY on request of COUNTY. Upon receipt of such request PROVIDER shall scan all bills and attached medical notes delivered to PROVIDER necessary for providing Bill Review services within seventy-two (72) business hours of PROVIDER'S receipt of such information.

b. Subject to applicable law and obtaining any required authorizations, PROVIDER also shall provide OCR Services for such additional claim-related documentation as COUNTY reasonably requests, for example, case notes, peer review information and independent medical examinations.

c. All material scanned by PROVIDER hereunder shall be accessible to COUNTY on the Internet pursuant to PROVIDER's CareMC Agreement with COUNTY.

EXHIBIT A – ATTACHMENT 3
PROFESSIONAL REVIEW SERVICES

TERMS AND CONDITIONS

A. DESCRIPTION OF SERVICES

1. PROFESSIONAL REVIEW SERVICES.

PROVIDER may provide professional review services to evaluate various state specific complex rules and verify coding by providers are valid. This can include clinical review to validate coding is correct for all applicable Provider bills, Ambulatory Surgical Center bills, and all Hospital Bills (inpatient and outpatient) including:

a. review and analysis of codes, charges and billing structure for incorrect coding, incorrect billing, bundling, and up-coding of procedures which effect Fee Schedule values;
b. review of bills, records, and documentation by a nurse and/or coder;
c. separation of charges not related to the compensable injury;
d. review and apply complex state specific rules;
e. application of utilization review determinations and clinical edits
f. diagnostic related group validation (i.e., verification that the diagnostic related group billed is appropriate for the services rendered); and
g. cost shifting of revenue and CPT codes.

B. DELIVERY OF SERVICES

1. Unless PROVIDER otherwise notifies COUNTY, PROVIDER shall complete Professional Review Services and return the reviewed Bills to COUNTY, with any adjustments to identified overcharges, within ten (10) business days from receipt of Bills.
2. SAVINGS FOR THE PROFESSIONAL REVIEW SERVICES SHALL BE:
   a. for states having a state mandated Fee Schedule: (A) the bill amount in the Fee Schedule; less (B) the bill amount resulting from the nurse review services.
   b. for states not having a state mandated Fee Schedule: (A) the medical provider's original bill amount; less (B) the bill amount resulting from the nurse review services.
   c. for states having a state mandated Fee schedule (A) the medical provider's original bill amount; less (B) the bill amount resulting from complex review services.
   d. PROVIDER shall pay bills on behalf of COUNTY for bills reviewed by PROVIDER in a timely manner in accordance with all state guidelines.
   e. PROVIDER will identify all bills that are not eligible for Professional Review Services due to: (A) compensability; (B) a pre-negotiated rate with COUNTY or other previously established discount; (C) services that are "review only" due to litigation or other non-payment issues; and (D) duplicate bills.
3. If a medical provider questions the adjustment and/or balance bills the patient, and the claim payor notifies PROVIDER of such communication, PROVIDER will provide documentation of its findings. If the hospital provides corrective or qualifying information sufficient to alter our original adjustments, PROVIDER will revise its report, advise the claim payor of the new, corrected adjustment. Only in the event of a successful appeal of the reduction of the bill by the medical provider shall COUNTY be entitled to receive a credit for the portion of the fee previously charged for the amount of the adjustment successfully appealed.

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

EXHIBIT A – ATTACHMENT 4
ENHANCED BILL REVIEW SERVICES (CERIS)
(HOSPITAL BILL ITEMIZATION REVIEW SERVICES; NEGOTIATION SERVICES; IMPLANT COST REVIEW SERVICE)

TERMS AND CONDITIONS

A. DESCRIPTION OF SERVICES

1. HOSPITAL LINE ITEMIZATION REVIEW SERVICES.

PROVIDER'S Enhanced Bill Review Services (CERiS) are performed on Hospital Bills (inpatient and outpatient) in excess of two thousand five-hundred dollars ($2,500) and consist of procurement of actual bill itemization, (i) a line-by-line validation and comparison of the itemization description charges actually billed by a particular hospital to what CMS billing guidelines allow to be separately billed for in order to disallow inappropriate charges, and then will compare the valid itemization descriptions to the average itemization description charges utilized by other hospitals within a pre-designated geographic area, and and (ii) a review of charges that fall outside of any pre-contracted discounts or fee schedules, and generates payment recommendations in accordance with COUNTY'S "Payors Allowable" language. This service does not itself include negotiation services nor Implant Cost Services.

2. NEGOTIATION SERVICES.

PROVIDER'S Enhanced Bill Review Services (CERiS) can provide negotiation services with respect to all Hospital Bills (inpatient and outpatient) in excess of two thousand five-hundred dollars ($2,500). PROVIDER will contact the provider for agreement of the negotiated rate. A signed agreement regarding such rates will be maintained by PROVIDER. PROVIDER will use its commercially reasonable efforts to enter into an agreement regarding negotiated rates in accordance with a mutually agreed upon schedule.

3. IMPLANT COST REVIEW SERVICE

PROVIDER'S Enhanced Bill Review Services (CERiS) can include Implant Cost Review services with respect to the applicability of COUNTY'S "Payors Allowable" plan or policy language that specifically addresses implant payments. PROVIDER will identify and provide the manufacturers implant cost through its proprietary repository of national implant invoice data. PROVIDER then determines the recommended payment in accordance with COUNTY'S "Payors Allowable". In the event there is insufficient implant invoice data for the requested implant, PROVIDER will notify COUNTY and PROVIDER shall not be responsible for any costs, fees, damages or penalties for any such inability of PROVIDER to produce a cost savings per COUNTY'S request.

B. DELIVERY OF SERVICES

1. Unless PROVIDER otherwise notifies COUNTY, PROVIDER shall complete Enhanced Bill Review Services and return the reviewed Hospital Bills to COUNTY, together with a written summary of any adjustments to identified overcharges, within ten (10) business days from receipt of Bills.
2. Savings for the Enhanced Bill Review Services shall be:
   a. for states having a state mandated Fee Schedule: (A) the bill amount in the Fee Schedule; less (B) the bill amount resulting from the Enhanced Bill Review Services.
   b. for states not having a state mandated Fee Schedule: (A) the medical provider's original bill amount; less (B) the bill amount resulting from the Enhanced Bill Review Services.
   c. PROVIDER shall pay bills on behalf of COUNTY for bills reviewed by PROVIDER in a timely manner in accordance with all state guidelines.

d. PROVIDER will identify all bills that are not eligible for Enhanced Bill Review Services due to: (A) compensability; (B) a pre-negotiated rate with COUNTY or other previously established discount; (C) services that are "review only" due to litigation or other non-payment issues; and (D) duplicate bills.

3. If a medical provider questions the adjustment and/or balance bills the patient, and the claim payor notifies PROVIDER of such communication, PROVIDER will provide documentation of its findings. If the hospital provides corrective or qualifying information sufficient to alter our original adjustments, PROVIDER will revise its report, advise the claim payor of the new, corrected adjustment. Only in the event of a successful appeal of the reduction of the bill by the medical provider shall COUNTY be entitled to receive a credit for the portion of the fee previously charged for the amount of the adjustment successfully appealed.

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

EXHIBIT A – ATTACHMENT 5
PREFERRED PROVIDER NETWORK ACCESS SERVICES (PPO)

TERMS AND CONDITIONS

A. DESCRIPTION OF SERVICES

a. Case management services are provided to optimize patient recovery and facilitate a safe transition back to work. ("Case Management Services"). Case managers may confer with the adjuster, attending physician, other medical providers, employer(s), attomey(s), the patient and the patient's family.

b. In certain states if requested by Customer, Case Management Services may include vocational rehabilitation services.

B. DELIVERY OF SERVICES

1. DELIVERY OF SERVICES

a. CorVel shall provide Case Management Services to Customer upon receipt by CorVel of specific requests from Customer as mutually agreed by both parties under the special handling instructions.

b. Telephonic Case Management: Telephonic case management ("TCM") includes a four-point contact with claimant, employer, claims professional and provider. CorVel case managers ("CMs") do the following: (i) facilitate communication among all appropriate parties regarding the diagnosis, prognosis and treatment plan provided by claimant's treating physician, (ii) channel or direct claimant to a PPO Network provider as appropriate, (iii) monitor and facilitate treatment planning, (iv) coordinate early return to work, and (v) subsequently provide periodic assessments of treatment and return to work plans. CMs may recommend additional services or coordinate claim closure, as appropriate.

c. Medical/Field Case Management: CorVel's medical/field case management("MCM") personnel perform field-based case management services as directed by the employer and/or Authorized TPA which may include on-site contact with claimant, employer, and provider, as well as telephonic communication with the claim's professional. MCM's provide the CM services set forth in Section A above.

d. Vocational Case Management: Vocational case management services may include the following: (i) coordinating return to work, (ii) providing job analysis, (iii) assisting with job placement, (iv) providing expert testimony, (v) assisting with job development, (vi) providing job analysis of essential and non-essential duties for employers under the American's with Disabilities Act, (vii) providing vocational testimony, (viii) providing advice regarding job seeking skills, and (ix) providing transferable skills analysis.

e. Utilization Review:

(i) CorVel's utilization management program reviews proposed inpatient hospital admissions and ambulatory care to determine the appropriateness, frequency, length of stay, and setting for such proposed treatment. In addition, CorVel can monitor and assess the appropriate utilization of treatment for all orthopedic and soft tissue injuries requiring ambulatory diagnostics and treatment.

(ii) In California, certain medical diagnostics, treatments and durable medical equipment can be approved at the claims professional level. Utilizing the Adjuster Only Approval letter allows the claim specialist to expedite medically necessary care, meet California Division of Workers' Compensation (DWC) regulations and Senate Bill 1160 that requires all treatment determinations are included in a database reportable to the DWC. This process is completed by CorVel's California Utilization Management departments.

(iii) CorVel nurses make recommendations to the claims adjuster based on nationally accepted medical guidelines, including the American College of Occupational and Environmental Medicine (ACOEM) Occupational Medicine Practice Guidelines, Official Disability Guidelines (ODG) and the MDGuidelines; other nationally accepted treatment practice guidelines, as well as any state mandated treatment guidelines.

(iv) Any nurse recommendations for limitation or denial of care based on lack of medical necessity are reviewed by a CorVel Physician Advisor. The Physician Advisor makes a final recommendation to the claims adjuster to approve or deny. If a final recommendation is made to deny treatment, the treating physician is notified in writing of the decision and the appeals process.

f. Critical Incident Stress Debriefing Services {"CISD"):

CorVel shall provide its Critical Incident Stress Debriefing Services ("CISD") to Customer. CISD is a core component of Critical Incident Stress Management. CISD is group and/or individual onsite or virtual meetings with employees who have witnessed or been subjected to a traumatic incident at work. CISD allows for employee ventilation, reassurance, education, continued productivity and stability. The goal of CISD is to mitigate the impact of the critical incident, accelerate employee recovery and facilitate identification of individuals who may benefit from additional services. Indicators for CISD include but are not limited to violence (burglary, assault, rape), motor vehicle accident, amputations, electrical shock, crushing injuries, machine injuries, thermal or chemical bums, witnessed fatality, weather-related incidents. Group and/or individual meetings are led by a CorVel case manager certified in CISD.

2. PROFESSIONAL FEE

a. CorVel's case management nurses and vocational rehabilitation counselors are required to be licensed in the jurisdictions they provide patient care or counseling. CorVel's case managers may provide care in multiple jurisdictions. Such case managers are required to maintain multiple state licenses and corresponding continuing education credits in maintaining these licenses. Additionally, CorVel's case managers are required to utilize up to date nationally recognized treatment guidelines, including American College of Occupational and Environmental Medicine (ACOEM), Official Disability Guidelines (ODG) and the MDGuidelines. An incremental professional fee as described hereunder in Exhibit B ("Fees") shall be invoiced to Customer for the substantial costs associated with obtaining and maintaining the national guidelines for CorVel's case management nurses. Such professional fee allows CorVel to maintain the applicable licenses and certifications for CorVel's case managers as well as keeping appropriate treatment guidelines up to date.

EXHIBIT A – ATTACHMENT 6
Care Advocacy Services
Terms and Conditions

## A. DESCRIPTION OF SERVICES

1. Care Advocate nurse service ("Care Advocate nurse") are provided immediately following the work injury to guide the claimant's injury recovery, up to 30 days following injury. The Care Advocate nurses oversee clinical assessment of the injury severity, validate/secure medical information, act as care facilitators and set expectations for medical care and return to work. Care Advocate nurses may confer with the adjuster, attending physician, other medical providers, employer(s), attorney(s), the patient and the patient's family.

## B. DELIVERY OF SERVICES

1. CorVel shall provide Care Advocate Services for those cases that meet the established Care Advocate referral criteria.

2. Care Advocate nurse service: Care Advocate nurse service includes a three-point contact with claimant, provider and employer, or a two-point contact with claimant and provider as mutually agreed upon with the customer. Information obtained from the claimant, provider and employer will be provided to the adjuster. CorVel care advocates do the following: (i) facilitate communication among all appropriate parties regarding the diagnosis, prognosis and treatment plan provided by claimant's treating physician, (ii) channel or direct claimant to a PPO Network provider as appropriate, (iii) monitor and facilitate treatment planning, (iv) coordinate early return to work, and (v) subsequently provide periodic assessments of treatment and return to work plans up to 30 days following the work injury. Care Advocates may recommend additional services or coordinate claim closure, as appropriate.

3. Care Advocate nurses are responsible for completing detailed documentation within CareMC focusing on the claimant's medical condition, treatment plan and return to work status. Documentation includes but is not limited to primary injury diagnosis, comorbidities, treatment plan, medical goals, obstacles to recovery, work status and return to work.

4. Care Advocate nurses act as nurse consultants to the claim team.

5. Care Advocate nurses act as care facilitators.

6. Care Advocate nurses assess appropriate medical follow-up, work closely with the claim team to identify potential barriers to recovery that may require further follow-up or additional services and develop medical action plans to ensure timely recovery and restoration of function.

EXHIBIT A – ATTACHMENT 7
CARE$^{IQ}$ SERVICES

TERMS AND CONDITIONS

A. PAYMENT FOR CAREIQ SERVICES

1. COUNTY will pay PROVIDER for services provided hereunder at the rates set forth in Schedule 1 attached hereto. Rates reflect the amount payable to PROVIDER network provider for providing Covered Services and the amount payable to PROVIDER for its services provided hereunder and represent a discounted total. COUNTY shall pay PROVIDER the full contract rate amount.
2. PROVIDER shall invoice and bill the CareIQ Services directly to the specific claims file.
3. PROVIDER reserves the right to amend the rates set forth herein by notifying COUNTY of such amendment in writing, and COUNTY shall, if such amendment is unacceptable, have thirty (30) days from the date said notice is received to reject such amendment by delivery of written notice of rejection to PROVIDER. If PROVIDER does not receive such notice of termination within such thirty (30) day period, the amendment to the rates shall be deemed accepted by COUNTY and this Contract shall continue in full force and effect, as so amended.

B. INDEPENDENT MEDICAL EXAMINATION SERVICES (IME)

1. DESCRIPTION OF SERVICES.

PROVIDER shall provide access, and deliver the services described in this Schedule 5 in connection with such access, to a panel of medical professionals who have been credentialed by PROVIDER as "Credentialed Providers" and who will perform Independent Medical Examinations (IMEs).

2. DELIVERY OF SERVICES.

a. PROVIDER shall arrange for IMEs at the request of COUNTY.
b. PROVIDER shall work only with Credentialed Providers under this Contract. "Credentialed Providers" are medical professionals with respect to whom PROVIDER has performed, its standard credentialing process. PROVIDER shall also verify that the medical professionals who are Credentialed Providers meet all applicable statutory and/or legal requirements regarding who can conduct an IME.
c. PROVIDER shall require medical professionals who are providing IMEs to comply with PROVIDER'S reporting and communications requirements.
d. PROVIDER shall ensure that IMEs are assigned to providers and performed by such providers in accordance with applicable law. PROVIDER will schedule the IME with the type of medical expert requested. For example, if an orthopedic surgeon is requested, an orthopedic surgeon must be scheduled, not a general practitioner who deals with soft tissue type injuries. If PROVIDER does not have an IME medical professional in the requested geographic area or in the requested specialty, PROVIDER will contact COUNTY file handler for advice on how to proceed.
e. PROVIDER shall ensure that the IME appointment is scheduled within 2 business days of receipt of request or in accordance with applicable State law. PROVIDER will send appropriate communication to COUNTY file handler, claimant, and claimant's legal counsel (when necessary) regarding such scheduling. PROVIDER will place a reminder call to the claimant 1 – 2 business days prior to the IME appointment. PROVIDER claimant attended the scheduled IME appointment. PROVIDER will re-schedule any IME appointment no-shows by the claimant and notify COUNTY file handler within 2 business days. If a second IME appointment no-show should occur, PROVIDER shall contact COUNTY file handler unless locally PROVIDER is aware that no additional IME exam appointments should be scheduled.

f. PROVIDER shall deliver to COUNTY completed IME reports within seven (7) business days from the date of the exam. Prior to such delivery to COUNTY, PROVIDER shall complete its quality review of such report. All reports shall comply with applicable state law.

g. PROVIDER shall provide COUNTY quarterly activity reports within twenty (20) business days following the applicable quarter.

C. DURABLE MEDICAL EQUIPMENT (DME)

1. DESCRIPTION OF SERVICES

a. PROVIDER agrees to make durable medical equipment services ("DME Services") available through CareMC to COUNTY'S customers. The services will be available in every area where PROVIDER has a fully established network. PROVIDER will provide COUNTY with updated PPO Network directories through CareMC.

b. PROVIDER will provide training materials to COUNTY claims adjusters and case managers to inform those with referral responsibilities of the appropriate process for accessing PROVIDER reduced rates, at no cost to COUNTY.

c. PROVIDER will handle DME Services according to the following Customer Services Procedures:

(i) Referral Processing (faxed or called in, or received via CareMC)

a. Obtain all relevant information to process referral from party placing order (i.e. case manager, adjuster, physician's office).

b. Input data in PROVIDER Medical Manager System.

(ii) Orders are fulfilled using local, preferred equipment distributors, and billing and reimbursement for each transaction is automatically processed.

2. DELIVERY OF SERVICES

a. PROVIDER will coordinate delivery of all services from the time of referral to delivery to patient through PROVIDER Call Center. PROVIDER Call Center coordinates services from 7:00AM to 9:00PM EST Monday through Friday except for public holidays.

b. COUNTY Responsibilities. COUNTY shall pay fees for DME Services within twenty (20) days of receipt of PROVIDER'S invoice therefor.

D. MEDICAL IMAGING SERVICES

1. DESCRIPTION OF SERVICES **– PREFERRED PROVIDER ORGANIZATION (PPO) NETWORK**

a. PROVIDER agrees to make Medical Imaging Services and scheduling services available through its Medical Imaging PPO Networks to COUNTY'S customers for injured workers. The services will be available in every area where PROVIDER has a fully established network.

b. PROVIDER will customize the PPO Network to meet the needs of COUNTY'S customers. PROVIDER will request opinions and preferences from COUNTY claims adjusters and case managers and will use every effort to recruit requested providers into the PPO Network at PROVIDER'S preferred rates.

c. PROVIDER will provide COUNTY with updated PPO Network directories on at least a quarterly basis to those COUNTY offices that request PPO directories, at no cost to COUNTY.

d. PROVIDER will provide training materials to COUNTY claims adjusters and case managers to inform those with referral responsibilities of the appropriate process for accessing PROVIDER reduced rates, at no cost to COUNTY.

e. PROVIDER will handle Medical Imaging Services referrals according to the following Customer Services Procedures:

(i) Referral Processing (faxed or called in)
   a. Obtain all relevant information to process referral from party placing order (i.e. case manager, adjuster, physician's office).
   b. Input data in PROVIDER Medical Manager System.
(ii) Assign appropriate center to the referral based on locality, procedure, client/physician preference and patient conditions.
(iii) Perform pre-screening of patients as deemed appropriate.
(iv) Schedule at facility appropriate to patient conditions/client requirements.
(v) Contact patient to advise of scheduled appointment date, time and location.
(vi) Fax appointment confirmation to case manager, adjuster, and referring physician indicating date and time of procedure, type of procedure, and center name, address and phone number.
(vii) Within 24 to 48 hours after completion of procedure, fax medical reports to appropriate parties.

2. DESCRIPTION OF SERVICES **– SECOND OPINION PROGRAM**

a. PROVIDER will provide a second reading of any questioned MRI, CT or Bone Scan by a second board certified radiologist through its second opinion program. This second reading is available for diagnoses resulting from medical imaging examinations that were scheduled by PROVIDER at a PROVIDER Network Provider. This second opinion reading will be provided free of charge.
b. In the event a COUNTY adjuster believes a second opinion is required for an MRI, CT or Bone Scan, the adjuster will call PROVIDER at 1-800-414-4MRI (4674) to request the second opinion. PROVIDER will ask the adjuster for the patient's name, the name and phone number of the center who conducted the examination, and the adjuster's name and phone number.
c. PROVIDER will contact the center that performed the medical imaging examination and request that the films be sent to a PROVIDER board certified radiologist for review.
d. In some cases, a release of responsibility may be requested by the MRI center that conducted the study. If so, PROVIDER will contact COUNTY claims adjuster to arrange for a release to be sent via fax to the MRI center. Once release is obtained, PROVIDER will instruct the MRI center to send the films by two-day carrier.
e. PROVIDER'S computerized scheduling program will diary each referral for second opinion and monitor the status of each request. PROVIDER will enter the data obtained into the CDL system and run quality assurance reports twice daily to monitor the status of each second opinion requested and assure that it is being handled in an expedient manner.
f. PROVIDER will then inform the board-certified radiologists that a review is requested. PROVIDER will request that the second opinion be completed within two business days from receipt of the films.
g. PROVIDER will continue to monitor the status of the second opinion and will place calls to the radiologists to confirm that the films were received and that the second opinion will be completed on time.
h. The second opinion report will be faxed to PROVIDER'S attention, which in turn will fax the report to the COUNTY claims adjuster. This will allow PROVIDER to confirm that the second opinion was completed and is legible.
i. PROVIDER will select and provide for COUNTY a panel of board-certified radiologists who have met PROVIDER credentialing criteria and who will handle all volume of second opinions requested by COUNTY.

3. REPORTS

a. PROVIDER will prepare region specific and aggregate management reports for COUNTY that show savings per claims adjuster, per case manager, and per branch office location. The reports will summarize the activity of all case managers and claims adjusters as they relate to referring claimants to PROVIDER, the amount that would be paid under workers' compensation, the amount paid under the PROVIDER program, and the percentage of savings realized. PROVIDER will furnish these reports to COUNTY quarterly, and annually.

4. RELEVANT DEFINITIONS FOR MEDICAL IMAGING SERVICES

a. "Claimants" are those persons entitled to coverage pursuant to a workers' compensation insurance policy or program administered by COUNTY.

b. "Health Care Provider" means a duly licensed physician, imaging technician, hospital, clinic or other facility, or any other person or entity who furnishes Medical Imaging Services to a Claimant.

c. "Medical Imaging Services" are those medical imaging services provided pursuant to a workers' compensation insurance policy or program administered by COUNTY.

d. "Network Provider" means a Medical Imaging Service Provider who is part of a PPO Network of selected Medical Imaging Service Providers who contractually agree with PROVIDER to provide Medical Imaging Services to Claimants at negotiated discount rates.

E. TRANSPORTATION AND TRANSLATION SERVICES

1. DESCRIPTION OF SERVICES

a. PROVIDER agrees to make Transportation and Translation Services and scheduling services available through its Care$^{IQ}$ Networks to COUNTY'S customers for injured workers. The services will be available in every area where PROVIDER has a fully established network.

b. PROVIDER will customize the Care$^{IQ}$ Network to meet the needs of COUNTY'S customers.

c. PROVIDER will provide training materials to COUNTY claims adjusters and case managers to inform those with referral responsibilities of the appropriate process for accessing PROVIDER reduced rates, at no cost to COUNTY.

d. PROVIDER will handle Transportation and Translation Services referrals according to the following Customer Services Procedures:

(i) Referral Processing (faxed or called in)

a. Obtain all relevant information to process referral from party placing order (i.e. case manager, adjuster, physician's office).

b. Input data in Medical Manager, PROVIDER CareMC or PROVIDER Web portals.

(ii) Assign appropriate Transportation and /or translation provider to the referral based on locality.

(iii) Schedule to patient conditions/client requirements.

(iv) Contact patient to advise of scheduled appointment date, time and location.

2. DELIVERY OF SERVICES

a. Transportation and Translation can usually be scheduled same day (dependent on location) of an appointment.

b. Cancellation of Transportation and Translation must be called into PROVIDER a minimum of four (4 ½) hours prior to the appointment time or a cancellation fee will be charged.

c. Transportation can be scheduled via a car, wheelchair lift vehicle, ambulance, airplane, bus or train. Airport pickups can be scheduled. Hospital pickups can be scheduled.

d. Hotel accommodations can be made for overnight orders.

e. Transportation and Translation can be scheduled in all fifty (50) states including Alaska and Hawaii

f. Wheelchairs and other medical equipment needed along with transportation are available at additional fees

g. Price quotes available

h. Pre-arranged weekend (Saturday, Sunday & Holidays) services available.

i. Our translation companies can schedule on-site and telephonic interpretation for over 200 languages

j. Translation and transcription of documents is available; (5 business days required)

k. Telephonic interpretation is available

l. Desktop publishing is available

m. Sign language interpreters are available with a 3-day notice

n. Payment Terms: PROVIDER will be paid for Covered Services, which PROVIDER provides to Covered Persons, the reimbursement rates are: one hundred percent (100%)

3. PROVIDER shall invoice and bill the CareIQ Services directly to the specific claims file.

F. PHYSICAL AND OCCUPATIONAL THERAPY

1. DESCRIPTION OF SERVICE

PROVIDER Physical Therapy program focuses on rehabilitation while controlling utilization and managing medically necessary treatments. Through a comprehensive program of scheduling, reporting, clinical oversight by PROVIDER therapy clinical reviewers (licensed PT/OT professionals), and network management, PROVIDER provides an effective and efficient program for therapy treatment. PROVIDER Therapy Program offers one national toll-free number for referrals and case inquiries from the customer file handler or the claimant. In addition, PROVIDER offers online referrals and claims management opportunities, such as reviewing therapy activity notes, reviewing milestones as they are met, therapy documentation, and submitting online referrals through CareMC and PROVIDER websites. PROVIDER therapy provider network consists of credentialed physical and occupational therapy providers who are managed based on performance in regard to clinical outcome measures including: patient satisfaction, functional restoration, pain improvement, impact on utilization, savings and return to work. Our network providers perform skilled PT/OT therapy, including hand therapy, aquatic therapy, Functional Capacity Evaluations, and Work Hardening and Conditioning programs. Additionally, PROVIDER Therapy program schedules the patient in the facility within 3 business days of receipt of authorization, as a means to facilitate healing and return to work.

2. DELIVERY OF SERVICE

a. PROVIDER shall arrange for PT/OT services at the request of COUNTY.

b. PROVIDER shall work only with Credentialed Providers under this Contract. “Credentialed Providers” are therapy professionals with respect to whom PROVIDER has performed, its standard credentialing process.

c. PROVIDER shall require medical professionals who are providing standard therapy services, such as hand therapy, aquatic therapy, Functional Capacity Evaluations, and Work Hardening and Conditioning programs to comply with PROVIDER’S reporting and communications requirements.

d. PROVIDER will schedule the therapy service with the type of therapy professional requested. If PROVIDER does not have a therapy professional in the requested geographic area or in the requested specialty, PROVIDER will contact COUNTY file handler for advice on how to proceed.

e. PROVIDER shall ensure that the therapy appointment is scheduled within 3 business days of receipt of authorization of request. PROVIDER will send appropriate communication to COUNTY file handler, claimant, and claimant’s legal counsel (when necessary) regarding such scheduling and when PROVIDER claimant attended the scheduled therapy initial evaluation. PROVIDER will re-schedule any initial evaluation appointment no-shows by the claimant and notify COUNTY file handler within 2 business days.

f. PROVIDER shall provide COUNTY quarterly activity reports within fifteen (15) business days following the applicable quarter.

3. PROVIDER shall invoice and bill the CareIQ Services directly to the specific claims file.

EXHIBIT A – ATTACHMENT 8
PHARMACY BENEFIT PROGRAM
TERMS AND CONDITIONS

A. DESCRIPTION OF SERVICES.

1. PROVIDER shall be the exclusive provider of a Pharmacy Program inclusive of a PBM and a Provider Network representing Participating Pharmacy Providers that are obligated upon and after identification of a participant within PROVIDER'S PBM to:
   a. Accept a contracted rate, and
   b. Apply mandated processes and PROVIDER'S Formulary and Concurrent Drug Utilization Review program at point-of-service before dispensing prescribed medications.
2. In addition, PROVIDER provides pharmacy audit, review and payment services.

B. DEFINITIONS.

1. "AWP" shall mean the Average Wholesale Price for a Brand or Generic Drug Product. PROVIDER bases COUNTY pricing off of the reported AWP value from Medi-Span and the date of service.
2. "AWP Discount" shall mean the PBM discounts PROVIDER applies, per COUNTY'S negotiated rates, to Covered Brand and Generic Drug Products, Compound Drugs and Specialty Meds.
3. "Brand Drug" shall mean a Covered Drug defined as a brand name drug in PBM proprietary Generic Code Conversion ("GCC") logic. In the adjudication process, PROVIDER applies COUNTY'S negotiated Brand Drug discount rate to the AWP value of Covered Brand Drugs.
4. "Compound Drugs" shall be systematically identified when processing through the PBM via the Formulary. In the adjudication process, Compound Drugs require COUNTY'S approval, and are priced at the lessor of:
   a. COUNTY'S AWP Discount pricing by ingredient plus the dispensing fee, or
   b. PROVIDER'S Acquisition Price plus a management and dispensing fee.
5. "Concurrent Drug Utilization Review" ("DUR") shall mean the algorithm systematically applied at a Participating Pharmacy before dispensing that considers the Presenting Drug's safety and efficacy in context with other drugs that have been dispensed. In addition, the algorithm includes applicable protocols and guidelines based on the Presenting Drug and specific claim history, such as the time period from the last fill of the same Drug.
6. "Covered Drug" shall mean the Drug Product that is processed through PROVIDER'S PBM.
7. "Emergency Fill" see Good Samaritan Fill, subsection (I) below.
8. "First Fill" shall mean a prescription filled by a Participating Pharmacy for a limited supply of Covered Drugs for a claim that is not, at the time, eligible. First Fill transactions follow PROVIDER'S First Fill Formulary. COUNTY is responsible for payment of drug charges processed through its First Fill Program; PROVIDER assumes no liability.
9. "Formulary" shall mean drug/drug class and brand/generic specific triggers systematically applied at a Participating Pharmacy before dispensing a Presenting Drug that prompts the pharmacy through its adjudication system to either: dispense the Presenting Drug, convert from brand to generic, attain approval to dispense, or deny the Presenting Drug outright.
10. "Generic Drug" shall mean a Covered Drug, whether identified by its chemical, proprietary, or non-proprietary name, that (i) is accepted by the FDA as therapeutically equivalent and interchangeable with drugs having an identical amount of the same active ingredient; and (ii) defined as a generic drug in PBM proprietary Generic Code Conversion ("GCC") logic. In the adjudication process, PROVIDER applies COUNTY'S negotiated Generic Drug discount rate to the AWP value of Covered Generic Drugs. Notwithstanding the foregoing, for Single Source Generic Drugs' Brand Drug AWP Discount may be applied.

11. "GCC" refers to PBM proprietary Generic Code Conversion logic. GCC logic converts Medi-Span codes to the brand and generic codes used for claims adjudication.
12. "Good Samaritan (Emergency) Fill" shall mean a limited supply of Covered Drugs that are outside of the Formulary and typically dispensed outside of normal business hours (overnight, weekends or holidays) by a Participating Pharmacy without COUNTY'S or PROVIDER'S approval in order to meet, in the pharmacist's professional judgment, an immediate or urgent need. COUNTY is responsible for payment of drug charges processed through Good Samaritan Fills; PROVIDER assumes no liability.
13. "Mail Order Program" or "Home Deliver Program" shall mean the managed program from which Covered Drugs are dispensed and billed through PROVIDER'S PBM. A pharmacy's status as a mail order pharmacy does not indicate participation in PROVIDER PBM Mail Order Program. Mail Order participation is limited to designated pharmacies operating within the strict parameters of PROVIDER'S Mail Order Program.
14. "Multi Source Brand" shall mean a Covered Drug specified as a brand name drug available from more than one manufacturer as determined by PROVIDER primarily using a combination of data fields provided to PROVIDER by Medi-Span (or another nationally available reporting source that may be selected by PROVIDER). Multi Source Brand Drugs are eligible for conversions to Generic Drugs at the Participating Pharmacy.
15. "Multi Source Generic" shall mean a Covered Drug specified as a multisource generic drug as determined by PROVIDER primarily using a combination of data fields provided to PROVIDER by Medi-Span (or another nationally available reporting source that may by selected by PROVIDER). Generic Drugs in their six-month exclusivity period or limited supply drugs may be excluded from Multi Source Generic Drugs.
16. "PBM" shall mean Pharmacy Benefits Manager. PROVIDER performs as the PBM on behalf of COUNTY.
17. "Presenting Drug" shall mean the drug ordered by the prescriber and presented on a signed prescription to a Participating Pharmacy and processed through PROVIDER'S PBM.
18. "Rate application exceptions," per Billing and Payments of Pharmacy Program (below) sections (d) and (e), apply when either State Fee Schedule AWP Values or COUNTY'S Negotiated PBM AWP Discount rates are lower than PROVIDER'S Acquisition Price. PROVIDER'S Acquisition Price reflects PROVIDER'S cost of the Covered Drug plus a processing and management fee of 10%.
19. "Single Source Brand" shall mean a Covered Drug specified as a brand name drug available from only one manufacturer as determined by PROVIDER primarily using a combination of data fields provided to PROVIDER by Medi-Span (or another nationally available reporting source that may by selected by PROVIDER). Single Source Brand Drugs are not eligible for conversions to Generic Drugs.
20. "Single Source Generic" shall mean a Covered Drug as determined by PROVIDER that may not have been purchased by pharmacies at standard Multi Source Generic Drug rates because of limited manufacturers, limited supply or exclusivity rights. In the adjudication process, COUNTY'S Brand Drug AWP Discount value may be applied to Single Source Generic Drugs.
21. "Specialty Medications" shall mean certain pharmaceuticals, biotech or biological drugs, that are Covered Drugs used in the management of chronic or genetic disease, including but not limited to, injectable, infused, or oral medications, or products that otherwise require special handling. In the adjudication process, COUNTY's approval is required, and COUNTY'S Brand Drug AWP Discount value and dispensing fee is applied irrespective of the Presenting Drug's GCC (Generic Code Conversion) status.
22. "State Fee Schedule AWP Value" shall exclusively mean the value of a Covered Drug calculated under an applicable state's posted AWP fee schedule's Brand and Generic Drug multipliers (AWP value plus/minus the listed percentages) and the state's posted dispensing fee. For PBM pricing, PROVIDER does not honor any other values or indices that may apply under an applicable state's fee schedule.

C. DELIVERY OF SERVICES.

1. PROVIDER shall provide its Pharmacy Program's PBM and Network for the benefit of COUNTY.
2. Eligibility, First Fill, Pharmacy Identification (ID) Cards, and Mail Order/Home Delivery.
   Pharmacy ID cards contain the necessary data elements to enable a Participating Pharmacy provider to electronically process through and transmit claim data to PROVIDER'S PBM. The electronic transmission that occurs at the point of sale is required for application of Formulary, Concurrent Drug Utilization Review and contractual pricing.
   a. COUNTY agrees to promptly provide PROVIDER all information needed to produce and distribute Pharmacy ID cards to Eligible Claimants. Eligible Claimant information may include, but is not limited to, claimant name, address, social security number, cell phone number, home phone number, and email address.
   b. Subject to applicable law, COUNTY shall require Eligible Claimants to use the Pharmacy ID cards at participating network providers in order to facilitate the Pharmacy Program. Also, COUNTY agrees to require the use of pharmacy network participating providers to Eligible Claimants as appropriate.
   c. Distribution of Pharmacy ID cards does not guarantee that Pharmacy ID cards will be appropriately utilized by Eligible Claimants or Participating Pharmacies; therefore, COUNTY understands that claims assigned by Pharmacies to third party billers or paper bills submitted by the Pharmacies are not adjudicated through the prospective PBM.
   d. PROVIDER, at its sole expense, agrees to produce and distribute Pharmacy ID cards to Eligible Claimants upon receipt of all necessary Eligible Claimant information from COUNTY. PROVIDER will also send an introduction letter to the Eligible Claimant along with the Pharmacy ID card.
   e. At the initial stage of injury, a claimant may be issued a temporary Pharmacy ID (First Fill) card or processing data may be shared with the dispensing pharmacy for an initial, one (1) time purchase of a pharmaceutical product with a recommended course of no longer than fourteen (14) days, or such day's limit as established by COUNTY.
   f. PROVIDER will provide access for Eligible Claimants to the PBM Mail Order Program. PROVIDER will work with COUNTY to establish the parameters of the Mail Order Program and the process which will be utilized to encourage Eligible Claimant use of the Mail Order Program.

3. PROVIDER's PBM will present and tailor a proprietary Formulary to COUNTY. Upon presentation of identification to a Participating Pharmacy, the Formulary will trigger the Participating Pharmacy's adjudication system to either:
   a. Automatically dispense certain medications,
   b. Attain Prior Authorization (PA) approval from PROVIDER to dispense, or
   c. Deny the medications outright.

In addition to COUNTY'S Formulary, Claimant Level Formularies can be built at the claim level upon COUNTY'S request.

4. PROVIDER'S PBM will implement a Concurrent Drug Utilization Review ("DUR") program on behalf of COUNTY, with permitted program edits as directed by COUNTY. Concurrent DUR includes a review of the drug history at the time the prescription is presented. Absent COUNTY'S directions, DUR shall be performed in accordance with PROVIDER'S PBM's standard service model.

D. BILLING AND PAYMENTS OF PHARMACY PROGRAM.

1. FINANCIAL OBLIGATIONS OF PARTIES.
   a. COUNTY shall be financially responsible for all drug charges incurred by claimants for dispensed medications processed under PROVIDER'S PBM. PROVIDER assumes no liability for drug charges with the exceptions noted below in subsection iii.

b. If PROVIDER claims professional determines, upon receipt of PROVIDER'S PBM invoice, that specific formulary and non-formulary drugs should not have been dispensed, PROVIDER claims professional should inform the PBM as soon as possible.
   i. The PBM will request a reversal from the Participating Pharmacy. If granted, PROVIDER will reverse the drug charges, however, if the Pharmacy does not grant the PBM's request, COUNTY is responsible for payment of the drug charges; PROVIDER assumes no liability for drug charges with the exceptions noted below in subsection iii.
   ii. Upon PROVIDER'S claims professional request, PROVIDER'S PBM will include the specific prohibition triggering the request for the reversal in the Claimant Level Formulary so that the Claimant Level Formulary will block subsequent re-fills from processing.

c. Within five (5) days of receipt of an invoice, PROVIDER'S claims professional may dispute charges for drugs that were dispensed in error, triggering PROVIDER'S PBM to reverse the drug charges, by notifying PROVIDER for any of the following reasons:
   i. PROVIDER's PBM and/or the Participating Pharmacy's violation of Formulary or Utilization Review Parameters set forth in COUNTY'S DUR program, or in the Claimant Level Formulary; or
   ii. Duplicate or inadvertent entries or other clerical mistakes on a PBM invoice.

2. INVOICING AND PAYMENT

   a. On a per Covered Drug basis and directly to the claim file, PROVIDER will invoice COUNTY daily for all drug charges and fees related to the PBM.
   b. PROVIDER shall invoice and bill directly all prescription fees to the specific claims file.

3. PROVIDER uses the Medi-Span AWP at pre-settlement levels. To maintain pricing neutrality PROVIDER applies the established multiplier to impacted Covered Drugs.

4. Relative to state pharmacy fee schedules, PROVIDER will apply the lesser of COUNTY'S negotiated PBM AWP Discount rate or the applicable State Fee Schedule AWP Value with one exception: to the extent that the State Fee Schedule AWP Value in any state is less than PROVIDER'S Acquisition Price, PROVIDER will apply its Acquisition Price.

5. Relative to COUNTY'S negotiated PBM AWP Discount rates, PROVIDER will apply the negotiated rates unless the following exceptions apply:
   a. PROVIDER applies PROVIDER'S Acquisition Price on transactions for which COUNTY'S negotiated PBM AWP Discount rate is lower than PROVIDER'S Acquisition Price.
   b. Compound Drugs and Specialty Medications are priced per Definition subsections (d) and (u).

6. Both parties understand that pricing indices historically used (including under this Contract) for determining the financial components of pharmacy billing rates are outside the control of PROVIDER and COUNTY. The parties also understand there are extra-market industry, legal, governmental and regulatory activities which may lead to changes relating to, or elimination of, these pricing indices that could alter the financial positions and expectations of both parties as intended under this Contract.

   Both parties agree that, upon entering into this Contract and thereafter, their mutual intent has been and is to maintain pricing neutrality as intended and not to benefit one party to the detriment of the other. Accordingly, to preserve this mutual intent, if pricing neutrality does change and PROVIDER undertakes any or all of the following:

a. Changes the AWP source, or other source if AWP is not applicable, across its book of business (e.g., from Medi-Span to First Databank); or

b. Maintains AWP, or other source if AWP is not applicable, as the pricing index with an appropriate adjustment in the event the AWP, or other, methodology and/or its calculation is changed, whether by the existing or alternative sources; or

c. Transitions the pricing index from AWP, our other source if AWP in not applicable, to another index or benchmark (e.g., to Wholesale Acquisition Cost).

COUNTY'S negotiated PBM pricing will be modified as reasonably and equitably necessary to maintain the pricing intent under this Contract.

EXHIBIT A – ATTACHMENT 9
MEDICARE SET-ASIDE SERVICES
TERMS AND CONDITIONS

A. DESCRIPTION OF OTHER SERVICES

1. Medicare Set-Asides: PROVIDER provides an extensive review of medical records and medical bills, producing a comprehensive report and cost projection outlining future Medicare eligible costs in anticipation of settling out future medical care on COUNTY'S employee or insured individual. Costs are determined through PROVIDER'S proprietary Bill Review system as well as utilization of the online Red Book™ access for medication costs. Red Book™ is the accepted authority by CMS for pricing on all medications.
2. Life Care Plans/Future Cost Projections: Life Care Plans/Future Cost Projections are a plan for optimal utilization of health care dollars that document objective view of the future health needs, services and related costs. It provides for comprehensive reports summarizing medical treatment and care and outlining lifetime needs for COUNTY'S employee or injured individual when they are catastrophically injured. Life Care Plans/Future Cost Projections are also used both for litigious settlements as well as projecting reserves setting.
3. Medicare Conditional Payment Resolution: PROVIDER'S service includes securing Medicare Conditional Payment letters and disputing the Medicare Conditional Payments unrelated to the claim. PROVIDER communicates directly with the Medicare contractors, the CRC (Commercial Repayment Center) or BCRC (Benefits Coordination & Recovery Center) to resolve the Medicare Conditional Payment debt.

B. DELIVERY OF SERVICES OF MEDICARE SET ASIDES

1. COUNTY/Carrier shall provide PROVIDER Medicare Set-Aside Hub office with a copy of the first report of injury, most recent two years of medical records and medical bills including indemnity payout, all operative reports, IMEs/AMEs as well as orders rendered by the workers' compensation judicial system. Appropriate releases for completion of request for service will be forwarded either to COUNTY or, at COUNTY'S request, directly to counsel representing the injured worker to obtain the injured worker's signature.
2. COUNTY may submit a request for a Medicare Set-Aside via email, phone, fax, or electronically via PROVIDER'S CareMC website, if applicable.
3. A certified Medicare Consultant ("Consultant") will review the medical records and bill summary, prepare a detailed summary of the records and a projection for future medical expense which are Medicare eligible. If requested, the Consultant will also provide a projection of those costs which are not Medicare eligible in order to provide COUNTY with their total medical exposure.
4. The Consultant will return the completed Medicare Set-Aside report to COUNTY within fifteen (15) business days of receiving all relevant medical records and related information. If a rated age is warranted, the Consultant will acquire same. If the Medicare status of injured party is unknown or unclear, a request for Medicare status will be submitted to the Social Security Administration. Once the Medicare status is known, the Coordination of Benefits Contractor will be notified and conditional payments requested.
5. Upon COUNTY'S request, PROVIDER Medicare Set-Aside Hub office will submit through the web-portal all required documents to enable CMS to review and approve the proposal. Items submitted include the Medicare Set-Aside report, the tentative settlement amount, along with other required documentation, to the Centers for Medicare & Medicaid Services (CMS).

6. Upon receipt, PROVIDER Medicare Set-Aside Hub office will forward the CMS Determination letter to COUNTY. Final executed settlement documents (reflecting CMS recommended Medicare Set-Aside amount) will be provided to PROVIDER Medicare Set-Aside Hub by COUNTY/counsel and then forwarded by PROVIDER to CMS through the web-portal.
7. Upon request from COUNTY, PROVIDER shall provide COUNTY quarterly activity report within twenty (20) business days following the applicable quarter.

C. DELIVERY OF SERVICES OF LIFE CARE PLANS/FUTURE COST PROJECTIONS

1. COUNTY shall provide all available medical records and billing to PROVIDER Medicare Set-Aside Hub office as well as any other pertinent records for initial review.
2. For a Life Care Plan, a visit to the residence of COUNTY'S employee or injured individual with interview of claimant and family will be conducted after permission is acquired by COUNTY. The interview will include evaluation of the home setting, extensive information gathering, and pictures of the various equipment and housing structures.
3. Letters will be sent to all treating physicians to obtain their opinions on future medical treatments including medications and therapies for the claimant. The physician's opinions will be included as recommendations within the Life Care Plan summaries.
4. Future cost projections are utilized to immediately set reserves for future medical needs regarding catastrophic or major injuries. Home visits are not conducted for a future cost projection.
5. COUNTY may submit a request for a life care plan or future cost projection via email, phone, fax, or electronically via PROVIDER'S CareMC website, if applicable.

EXHIBIT A – ATTACHMENT 10
CLEARINGHOUSE PAYER AGENT SERVICES PROGRAM
TERMS AND CONDITIONS

A. DESCRIPTION OF SERVICES

1. CLEARINGHOUSE PAYER AGENT SERVICES:

PROVIDER shall act as COUNTY'S agent under this Contract as set forth herein. PROVIDER'S clearinghouse receives bills from health care providers in electronic form, verifies the data integrity of the information on the bills, and routes directly to PROVIDER'S Bill Review system for completion of PROVIDER'S Bill Review service. Explanation of Benefit (EOR) information will be transmitted to providers from PROVIDER in the ANSI 835 format. PROVIDER will send 835 data to health care providers via its clearinghouse upon PROVIDER'S completion and approval of all Explanation of Reviews (EOR's) via PROVIDER'S Bill Review service in compliance with the local governing state laws and regulations.

2. COMPLIANCE WITH APPLICABLE LAW:

PROVIDER shall ensure that Clearinghouse Services are provided in compliance with the applicable laws, statutes, rules and regulations of the state service shall be provided in. COUNTY agrees to timely provide to PROVIDER information and assistance requested by PROVIDER and reasonably required to ensure such compliance.

B. SETUP AND DELIVERY OF SERVICES

Routing Directly to Bill Review: A test sample of COUNTY'S bills will be pulled from the clearinghouse test system and imported to the bill Review test system. Bill Review results will be output to COUNTY through the existing format. Routing bills through PROVIDER'S Test bill review system may require three to four weeks. PROVIDER will make reasonable efforts to begin testing within five business days of the request for services.

C. PRICING STRUCTURE

The cost of Clearinghouse Payer Agent Services is as follows:

1. For customers for whom PROVIDER provides bill review services – No additional charge.

# EXHIBIT B
# CAREMC LICENSE AGREEMENT

This CAREMC LICENSE AGREEMENT (the "CareMC License Agreement") is incorporated by reference into the Services Agreement (the "Master Agreement") to which it is attached. The parties acknowledge and agree that the terms and conditions under which the Services are provided by PROVIDER and received by COUNTY shall be governed by the Master Agreement (including without limitation all additional Exhibits and applicable Schedules attached thereto), while the terms and conditions under which COUNTY may access and use the Online Services shall be governed by the terms and conditions of this CareMC License Agreement. All defined terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Master Agreement.

A. ACCESS TO THE CAREMC APPLICATION

1. REGISTRATION INFORMATION.

Prior to accessing the CareMC Application, COUNTY shall provide PROVIDER with certain registration information requested therein ("Registration Information"). COUNTY covenants that the Registration Information COUNTY provides will be true, accurate, current and complete and will be updated as necessary.

2. PASSWORDS AND LEVELS OF ACCESS

As soon as practicable after the execution of this Agreement, PROVIDER shall create a unique username and password for each individual Authorized User identified by COUNTY as requiring access to the Online Services. COUNTY shall then designate two groups of Authorized Users. The first group of Authorized Users ("Restricted Users") shall have access to only the data available on the CareMC Site that relates to claims specific to that Authorized User and such other data that COUNTY specifically requests in writing be accessible to such Authorized User. The second group of Authorized Users ("Non-Restricted Users") shall have access to all data available on the CareMC Site that relates to claims specific to COUNTY. Access by Individual Users and Non-Restricted Users to data available on the CareMC Site shall be subject in all cases to any limitations imposed by applicable law.

3. PHI DATA.

Authorized Users shall have access to all data available through the CareMC Application, including data that constitutes or contains "protected health information" ("PHI Data") as such term is defined in applicable state and federal privacy laws, but shall only have access to PHI Data to the extent necessary for COUNTY to render payment on a claim, and then only to those portions or amounts of PHI Data that are determined by PROVIDER, in its sole discretion, to be the minimum necessary for COUNTY to render payment on such claim.

4. SECURITY OF PASSWORDS.

COUNTY acknowledges and agrees that it shall be solely responsible for (i) selecting Authorized Users, (ii) assigning the various levels of authority and access each Authorized User may have to the CareMC Application, Online Services and Customer Data, including by determining which Authorized Users shall be Non-Restricted Users, (iii) ensuring that only Authorized Users have access to the passwords provided by PROVIDER or changed by Authorized Users, (iv) implementing a system to control, track and account for all passwords, (v) strictly maintaining the confidentiality and integrity of all passwords and levels of authority among Authorized Users, and (vi) ensuring that Authorized Users shall at all times comply with the terms and conditions of this Agreement.

COUNTY further agrees that it shall notify PROVIDER immediately in writing if the security or integrity of a password has been compromised. PROVIDER will provide reasonable cooperation to COUNTY in the event of a security breach. Such support will include but not be limited to suspending service for passwords whose security or integrity has been violated. Passwords may be changed at any time by Authorized Users and must be changed at least once every ninety (90) days.

5. CUSTOMER DATA

Responsibility for ensuring that the content and data provided by or for COUNTY ("Customer Data") to be entered into the CareMC Application by PROVIDER is accurate and reflects COUNTY'S requirements lies solely with COUNTY. All data generated by and through COUNTY'S use of the CareMC Application and Online Services shall reside on PROVIDER'S server. PROVIDER reserves the right to temporarily suspend access to any Customer Data that it determines, in its sole discretion, violates the terms and conditions of this CareMC License Agreement or any applicable laws.

6. CUSTOMER REPRESENTATIONS

COUNTY represents that (i) it has the legal authority to provide the Customer Data to PROVIDER hereunder, and (ii) it is fully aware and knowledgeable of and shall comply with its duties and responsibilities with respect to the privacy and confidentiality of medical records and protected health information under applicable federal and state laws, including but not limited to those imposed by applicable state and privacy laws. Upon written notice to COUNTY, PROVIDER may modify or temporarily suspend COUNTY'S access to and use of the CareMC Application, Online Services and/or CareMC Site as necessary to comply with any law or regulation.

B. LICENSE AND RESTRICTIONS

1. LIMITED LICENSE

Subject to the terms and conditions of this CareMC License Agreement, PROVIDER grants to COUNTY during the License Term (as defined in Section 5A below) a limited, non-exclusive, non-transferable, non-sublicensable license to access and use, and allow Authorized Users to access and use, the CareMC Application via the CareMC Site solely for COUNTY'S own internal business use and operations. COUNTY shall access and use the CareMC Application in accordance with the user's guides and online instruction provided to COUNTY by PROVIDER ("Documentation") and all applicable laws, statutes, rules and regulations.

2. RESTRICTIONS

COUNTY shall not, and shall not allow Authorized Users or any third party to (i) rent, lease, re-license or otherwise provide access to the CareMC Application or Online Services to any third party, (ii) alter, modify or create derivative works of the CareMC Application, (iii) use any reverse compilation, decompilation or disassembly techniques or similar methods to determine any design structure, concepts and construction method of the CareMC Application or replicate the functionality of the CareMC Application for any purpose, or (iv) copy the CareMC Application or any content, materials, information and other data provided by PROVIDER on the CareMC Site or used in providing the Online Services ("PROVIDER Content") and/or Documentation without PROVIDER'S prior written consent.

3. THIRD PARTIES

COUNTY shall not allow any third party to have access to the CareMC Application or Online Services without prior written consent of PROVIDER and ensuring that (i) such third party enters into a legally enforceable written agreement with PROVIDER, or (ii) PROVIDER and COUNTY enter into an agreement whereby COUNTY assumes all responsibility and liability for access by such third party.

4. OWNERSHIP AND CHANGES

PROVIDER owns and shall retain all right, title and interest in and to the CareMC Application, Documentation, CareMC Site, Online Services, PROVIDER Content and any intellectual property rights inherent therein or arising therefrom. In addition to PROVIDER'S rights in the individual elements of PROVIDER Content, PROVIDER owns a copyright in the selection, coordination, arrangement and enhancement of PROVIDER Content. Neither COUNTY nor any Authorized User shall obtain any ownership rights, express or implied, or any other rights other than those expressly set forth herein in the CareMC Application, Documentation or PROVIDER Content. PROVIDER reserves the right, at any time in its sole discretion and without liability to COUNTY, to delete or change features of the CareMC Application, CareMC Site or Online Services provided such changes do not materially alter the functionality of the CareMC Application.

5. COMPLIANCE MONITORING AND AUDITS

PROVIDER may monitor and perform remote audits of COUNTY'S use of the CareMC Application and CareMC Site for the purpose of verifying that COUNTY and Authorized Users are using the CareMC Application in compliance with the terms of this CareMC License Agreement. PROVIDER reserves the right to temporarily suspend COUNTY'S or any Authorized User's access to the CareMC Application in the event COUNTY or such Authorized User engages in, or PROVIDER in good faith suspects is engaged in, any unauthorized conduct. To the extent PROVIDER requires access to COUNTY'S facilities to conduct an audit hereunder, COUNTY agrees to provide such access upon reasonable advanced notice and during COUNTY'S regular business hours.

C. INFRASTRUCTURE, MAINTENANCE AND SUPPORT

1. PROVIDER INFRASTRUCTURE OBLIGATIONS

Subject to COUNTY'S compliance with the terms and conditions of this CareMC License Agreement, PROVIDER shall be responsible for providing and maintaining the hardware, software and other equipment required to host the CareMC Application for COUNTY ("CareMC Infrastructure"). The CareMC Infrastructure is subject to modification by PROVIDER from time to time for purposes such as adding new functionality, maximizing operating efficiency and upgrading hardware, provided such modifications shall not in the aggregate degrade the performance of the Online Services utilized by COUNTY. COUNTY acknowledges and agrees that such modifications may require changes to COUNTY'S Internet access and/or telecommunications infrastructure to maintain COUNTY'S desired level of performance. PROVIDER shall give COUNTY reasonable prior written notice of any required modifications.

2. COUNTY INFRASTRUCTURE OBLIGATIONS.

Except for the CareMC Infrastructure, which will be provided by PROVIDER, COUNTY shall be responsible for obtaining and maintaining all hardware, software, equipment, Internet access and/or telecommunications services and other items or services furnished by third party venders or providers ("Third Party Providers") required to enable COUNTY to access and use the CareMC Application and CareMC Site as contemplated hereunder.

3. SUPPORT

PROVIDER will provide general support regarding questions on the CareMC Application via email and by telephone from Monday through Friday between the hours of 5:00 a.m. and 6:00 p.m. Pacific Standard Time, excluding holidays.

4. SCHEDULED MAINTENANCE

PROVIDER will use reasonable efforts to (i) perform any scheduled downtime outside of COUNTY'S normal business hours, (ii) notify COUNTY of all scheduled downtimes at least seventy-two (72) hours in advance, and (iii) perform software updates to the CareMC Application with minimal disruption to COUNTY'S use of the Online Services.

5. SYSTEM MONITORING

PROVIDER will use reasonable efforts to continuously monitor its web servers and database servers to ensure that they are functioning properly.

6. SECURITY

PROVIDER will implement and use reasonable efforts to maintain secure systems through the use of firewalls, virtual private networks (VPN) and other security technologies. Any security violations that affect the data of COUNTY will be promptly reported to COUNTY.

7. DISASTER RECOVERY AND BACKUP

PROVIDER will use reasonable efforts to perform nightly backups of essential data on its web servers and database servers. PROVIDER has implemented third party backup and restoration technology to enable high speed recovery of data. PROVIDER utilizes redundant load balanced industry standard servers and Cloud Computing Platform and Services provided by Microsoft for 24x7, 365-day access, except for regularly scheduled system maintenance and upgrade processes. SQL Server databases are hosted on clustered servers offering fall-over capability, redundant communication links, and load balanced application servers. Backup tapes are restored into a test environment not less than quarterly to confirm validity of backups. The CareMC Site has redundant inbound Internet and Intranet connectivity.

D. APPLICATION SPECIFIC DISCLAIMERS

1. DISCLAIMERS

TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES DESCRIBED IN THE MASTER AGREEMENT, PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, SATISFACTORY QUALITY AND NONINFRINGEMENT.

2. INTERNET USAGE.

COUNTY acknowledges that the Internet is essentially an unregulated, insecure and unreliable environment, and that the ability of COUNTY to access and use the CareMC Application is dependent on the Internet and hardware, software and services provided by various Third-Party Providers. PROVIDER SHALL NOT BE RESPONSIBLE FOR COUNTY'S INABILITY TO ACCESS OR USE THE CAREMC APPLICATION TO THE EXTENT CAUSED BY FAILURES OR INTERRUPTIONS OF ANY HARDWARE, SOFTWARE OR SERVICES PROVIDED BY COUNTY OR THIRD-PARTY PROVIDERS.

3. CAREMC APPLICATION.

COUNTY ACKNOWLEDGES AND AGREES THAT PROVIDER DOES NOT WARRANT THAT THE CAREMC APPLICATION OR ONLINE SERVICES ARE ERROR FREE, THAT COUNTY WILL BE ABLE TO ACCESS OR USE THE CAREMC APPLICATION OR ONLINE SERVICES WITHOUT PROBLEMS OR INTERRUPTIONS, OR THAT THE CAREMC SITE AND CAREMC APPLICATION ARE NOT SUSCEPTIBLE TO INTRUSION, ATTACK OR COMPUTER VIRUS INFECTION.

4. NETWORK INTRUSIONS.

COUNTY AGREES THAT PROVIDER WILL NOT BE LIABLE FOR DAMAGES ARISING FROM ANY BREACH, UNAUTHORIZED ACCESS TO, MISUSE OF, OR INTRUSION INTO, COUNTY DATA RESIDING ON PROVIDER'S SERVER(S) OR ANY NETWORK USED BY COUNTY TO THE EXTENT SUCH DAMAGES WERE BEYOND PROVIDER'S REASONABLE CONTROL.

E. LICENSE TERM AND TERMINATION

1. LICENSE TERM

This CareMC License Agreement shall be effective as of the Effective Date and, unless terminated earlier as provided below, shall automatically terminate upon expiration or termination of the Master Agreement (the term of this CareMC License Agreement, the "License Term").

2. TERMINATION FOR CONVENIENCE

Either party shall have the right to terminate this CareMC License Agreement for any reason or for no reason, upon ninety (90) days written notice to the other party.

3. TERMINATION FOR CAUSE

This CareMC License Agreement may be terminated by either party for cause as follows: (i) upon thirty (30) days written notice if the other party breaches or defaults under any material provision of this Agreement and does not cures such breach prior to the end of such thirty (30) day period, (ii) effective immediately and without notice if the other party ceases to do business, or otherwise terminates its business operations, except as a result of an assignment, as permitted under the terms and conditions of this CareMC License Agreement, or (iii) effective immediately and without notice if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days).

4. EFFECT OF TERMINATION

Expiration or termination of this CareMC License Agreement shall have the following effects: (i) PROVIDER shall provide COUNTY with any proprietary data belonging to COUNTY, in the current format in which it is stored at PROVIDER at the termination of this CareMC License Agreement, (ii) all licenses granted under this CareMC License Agreement shall terminate immediately, (iii) all rights to use the CareMC Application and Online Services shall cease immediately, and (iv) each party shall promptly return all information, documents, manuals and other materials belonging to the other party related to this CareMC License Agreement, whether in printed or electronic form, including without limitation all confidential information of the other party then currently in its possession, provided each party may retain one (1) copy of such materials for archival purposes.

5. SURVIVAL

Except to the extent expressly provided to the contrary herein or in the Master Agreement, any right of action for breach of the CareMC License Agreement prior to termination, and the following provisions shall survive the termination of this CareMC License Agreement: Sections 1B-F, 2B, 2D, 4 and 5E.

EXHIBIT B - ATTACHMENT 1
END USER LICENSE AGREEMENT

TERMS ARE NON-NEGOTIABLE

**Such access shall provide COUNTY'S claimants an opportunity to** (i) **review the current status of their individual claim, (ii) share pain level data with their healthcare provider by taking a Pain Level Survey, (iii) receive Electronic Funds Transfer ("EFT") direct deposit transactions with respect to claims, and (iv) utilize other functions designed to assist users in interactions with their health plan and healthcare providers (the "App Services"). For access by COUNTY claimant, such COUNTY claimant will be required to have a smartphone including but not limited to an Apple iOS 7.0+ smartphone or Android 4.0+ smartphone or other smartphone device with such access capabilities. COUNTY acknowledges the terms of Attachment A hereunder which shall be a part of the My Care App and which the End User ("Claimant") shall be responsible for. The My Care App is at no costs to COUNTY for these Services.**

PLEASE READ THIS LICENSE AGREEMENT BEFORE USING THE APP. USE OF THE APP INDICATES END USER'S ACCEPTANCE OF THIS END USER LICENSE AGREEMENT. IF END USER DOES NOT AGREE WITH THE TERMS, END USER SHOULD NOT USE THE APP.

A. LICENSE GRANT; LICENSE RESTRICTIONS

Either of PROVIDER Enterprise Comp, Inc. or PROVIDER Healthcare Corporation, as applicable, ("PROVIDER") provides the mobile software application program and user manual(s) or help files contained therein, and any modifications, updates, revisions, or enhancements thereto received by End User from PROVIDER (collectively, the "App"), and licenses its use solely pursuant to the terms stated below:

1. End User is granted a nontransferable license to use the App under the terms stated in this Agreement for personal use. End User may not use the App for commercial purposes. Title and ownership of the App and of the copyright in the App remains with PROVIDER;
2. The App may be used by End User on a single mobile device, which End User owns or uses and for which the App is designed to operate;
3. End User may not make copies, translations, or modifications of or to the App. End User may not alter, obscure, or remove the copyright notice on any copy of the App;
4. End User may not assign, sell, distribute, lease, rent, sublicense, or transfer the App or this license or disclose the App to any other person. End User may not reverse-engineer, disassemble, or decompile the App or otherwise attempt to discover the source code or structural framework of the App; and
5. PROVIDER may terminate this Agreement and the license granted hereunder at any time. This Agreement and the license granted hereunder automatically terminates if End User fails to comply with any provision of this Agreement. End User agrees upon termination to: (i) cease using the App and providing or accessing any data or information by or through the App, and (ii) destroy the App, together with all copies, modifications, and merged portions in any form, including any copy on End User's mobile device or on any computer.

B. LIMITED WARRANTY

The App is provided "AS IS" and with all faults. NO WARRANTIES ARE EXPRESSED AND NONE SHALL BE IMPLIED. PROVIDER SPECIFICALLY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. PROVIDER DOES NOT WARRANT THAT USE OF THE APP WILL BE UNINTERRUPTED OR ERROR-FREE.

C. MAINTENANCE & SUPPORT

The App is maintained by PROVIDER or its subcontractors. From time to time, PROVIDER may provide modifications, updates, revisions, or enhancements, all of which are offered pursuant to the terms and conditions of this Agreement. PROVIDER does not provide support to End Users. All support requests should be directed at End User's employer or other person responsible to manage End User's claims and not at PROVIDER.

D. CONSENT TO USE DATA

All data or information submitted by End User through the App shall be used by PROVIDER in accordance with PROVIDER'S Privacy Policy posted at: http://www.PROVIDER.com/privacy-policy/

E. LIMITATIONS OF LIABILITY (END USER)

IN NO EVENT WILL PROVIDER'S LIABILITY FOR ACTUAL DIRECT DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE APP EXCEED $100. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY LOST PROFITS, SALES, BUSINESS, DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THE APP OR OTHERWISE ARISING FROM THIS AGREEMENT, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. The parties agree that the above limits represent a reasonable allocation of risk.

F. GOVERNING LAW; EXCLUSIVE JURISDICTION

This Agreement is governed by the laws of California. End User agrees that the federal or state courts sitting in State of California, shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed.

G. INDEMNIFICATION (END USER)

End User shall defend, indemnify and hold harmless PROVIDER from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees arising out of or relating to: (i) End User's use of the App in violation of the terms of this Agreement, (ii) data or content included in or omitted from content and data input into the App by End User or any other third party using End User's mobile device, and (iii) any claim by an employee of End User or End User's insureds brought against PROVIDER due to the recommendations made by PROVIDER through the App.

H. DISCLAIMER

PROVIDER shall not be responsible or liable for any third-party claims arising from the negligent acts, errors, omissions, willful misconduct or fraud caused by End User in connection with its use of the App or otherwise attributable this Agreement.

I. ASSIGNMENT

End User may not assign any of End User's rights or delegate any of End User's obligations under this Agreement without the prior written consent of PROVIDER. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

J. NOTICE

All notices required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail to the address listed below.

K. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

L. WAIVER

The waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder shall not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.

M. EXPORT ADMINISTRATION

End User agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to assure that neither the App nor any direct product thereof is (1) exported, directly or indirectly, in violation of Export Laws; or (2) are used for any purposes prohibited by the Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

N. ENTIRE AGREEMENT

This Agreement shall constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party; no other act, document, usage or custom shall be deemed to amend or modify this Agreement.

O. SURVIVAL

The provisions of Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 shall survive the termination of this Agreement.

**Copyrights**



This documentation and the corresponding App are the property of PROVIDER and are licensed to the user under the terms of this End User License Agreement. Unauthorized use or copying of the App, documentation, or any other associated materials is a violation of state and federal laws. These materials must be returned to PROVIDER if so demanded.

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

EXHIBIT B
STANDARDS AND FINANCIAL GUARANTEES

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

| Service Performance Standard | Guarantee | Method of Measurement | Penalty |
|---|---|---|---|
| | | | 6) 0% to 50% \| 6) 95% |
| III. Customer Service Satisfaction | 95.0% | A. TTD list provided to WC designated COUNTY staff on pay period end day.<br>B. PDS required for all medical appointments. TPA to ensure they are complete and accurate.<br>C. All letters must be provided to COUNTY on the date they are generated. | A. 2.0% of Quarterly Admin fees for each quarter in non-compliance.<br>B. 2.0% of Quarterly Admin fees for each quarter in non-compliance.<br>C. 2.0% of Quarterly Admin fees for each quarter in non-compliance. |
| IV. Documentation | 90.0% | A. Action plans must be completed with current information every 30 calendar days. Medical, Legal, Subro, SIF & Reserves.<br>B. PDS forms and Medical reports must be documented in the file within five (5) business days of receipt. | A. 2.0% of Quarterly Admin fees for each quarter in non-compliance.<br>B. 2.0% of Quarterly Admin fees for each quarter in non-compliance. |
| V. Data Reporting | 100.0% | A. Standard Reports – Deliver within ten (10) business days of end of reporting period.<br>B. Annual Reports & Regulatory Documents submitted by regulatory due date. | A. 1.0% of Admin fees for each day greater than ten (10) days.<br>B. 1.0% of Admin fees for each day after the regulatory due date. |
| VI. Payment | 95.0% | A. Payments shall be approved or denied within five (5) business days. Checks must be issued within 30 calendar days of the date of approval. | A. 1.0% of Admin fees for each day for failure to meet the five (5) business day approval, 30 calendar day payment or both. |

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

EXHIBIT C

FEE SCHEDULE

| Item No. | Description of Workers' Compensation Services | Unit of Measure | From April 1, 2025 through December 31, 2025 | 1st Renewal January 1, 2026 through December 31st, 2026 | 2nd Renewal January 1, 2027 through December 31st 2027 | 3rd Renewal January 1st 2028 through December 31st 2028 | 4th Renewal January 1st, 2029 through December 31st 2029 |
|---|---|---|---|---|---|---|---|
| 1 | Claims Management Services which include, but not limited to the following: (1) Medical Only, Indemnity, Occupational Disease or Exposure Claims; (2) ISO reports on all claims where employee is off work or placed on light duty; (3) Medicare Reporting Services; (4) Representation at the Hearing Level; (5) Sate | Annual Flat Rate | $685,000 | $708,975 | $733,789.12 | $759,471.74 | $786,053.25 |
| 2 | Claims System access fees for FNOL and claim note entry | Annual Cost per User | First 25 users included | First 25 users included | First 25 users included | First 25 users included | First 25 users included |

| Item No. | Description of Workers' Compensation Services | Unit of Measure | From April 1, 2025 through December 31, 2025 | 1st Renewal January 1, 2026 through December 31st, 2026 | 2nd Renewal January 1, 2027 through December 31st 2027 | 3rd Renewal January 1st 2028 through December 31st 2028 | 4th Renewal January 1st, 2029 through December 31st 2029 |
|---|---|---|---|---|---|---|---|
| 3 | Claims System ready only access | Annual Cost per User | First 25 users included | First 25 users included | First 25 users included | First 25 users included | First 25 users included |
| 4 | Bill Review Fee: Percentage of Savings | Per Bill - + Network Solutions Includes: Clinical Review, Implant Analysis, Line-Item Bill Review, Negotiations, PPO Network Access, Substantive Denials, Technical Evaluation | 27% of savings | 27% of savings | 27% of savings | 27% of savings | 27% of savings |
| 5 | Bill Review Fee: Per Bill | Includes Standard Fee Schedule and UCR - Per Bill | $9.75 | $9.75 | $9.75 | $10.09 | $10.44 |
| 6 | Pharmacy | Brand: Generic: | Brand: AWP -10% + $3.00 dispensing fee Generic: AWP - 25% + $3.00 dispensing fee | Brand: AWP -10% + $3.00 dispensing fee Generic: AWP - 25% + $3.00 dispensing fee | Brand: AWP -10% + $3.00 dispensing fee Generic: AWP -25% + $3.00 dispensing fee | Brand: AWP -10% + $3.00 dispensing fee Generic: AWP - 25% + $3.00 dispensing fee | Brand: AWP -10% + $3.00 dispensing fee Generic: AWP - 25% + $3.00 dispensing fee |
| 7 | Utilization Review | Nurse Utilization Review - Per Review | $158 | $158 | $158 | $163.53 | $169.25 |

| Item No. | Description of Workers' Compensation Services | Unit of Measure | From April 1, 2025 through December 31, 2025 | 1st Renewal January 1, 2026 through December 31st, 2026 | 2nd Renewal January 1, 2027 through December 31st 2027 | 3rd Renewal January 1st 2028 through December 31st 2028 | 4th Renewal January 1st, 2029 through December 31st 2029 |
|---|---|---|---|---|---|---|---|
| 8 | Case Management (Field, Telephonic, Task Assignment)<br><br>Care IQ Ancillary Services | Per hour | $120 | $120 | $120 | $124.20 | $128.55 |
| 9 | Medicare Set Asides/Medicare Conditional Payments | Per hour | $229 | $229 | $229 | $237.02 | $245.32 |

**Physical Referral Examination Services:**

| | |
|---|---|
| Medical Bill Review | $20.00 per bill and 20% of savings |

**Special Account Instructions:**

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

- ISO and D-38 Requests for prior claims information must be completed on all light duty or lost time claims. Results of the findings must be documented in the claim and acted upon.

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

- Contact letters issued if contact isn't completed within two (2) business days.

Claims Determination made as soon as possible but no later than 20 calendar days of receipt of the C-4 document unless approved by designated COUNTY staff. Delays in claims acceptance must be documented.

Designated COUNTY staff must approve all denials.

Files must be copied, organized in an orderly manner and assigned to defense counsel within five (5) business days of receipt of Notice of Hearing/Appeal.

Request for authorization must be completed and documented within five (5) business days.

All bills and requests for reimbursement must be approved or denied within five (5) business days of receipt by PROVIDER.

Payments for bills and reimbursements must be generated within 30 calendar days from the date of PROVIDER'S approval.

TTD payments are issued every 14 calendar days.

Two-point contact must be documented in the file.

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

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

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

Notice of Intent to Close must be issued within five (5) business days of receipt of discharge.

With the exception of conflicts or complaints from medical providers, response to all written correspondence must be made within 14 calendar days.

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

**AUDIT:**

Accurate AMW and PPD calculations.

Accurate payment of TTD, TPD and Vocational Rehabilitation in accordance with the applicable timeframes. Overpayments must be requested within statutory time frames.

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

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

Billing and Payments for Case Management: PROVIDER will invoice COUNTY monthly for all fees related to Case Management Services directly to the specific claims file. Billing for Case Management is based on actual time per activity. Activity is based on ten (10) minutes, a sixth (.17) of an hour, units. Time billed that exceeds the base billing unit multiple, i.e. 10 minutes, 20 minutes, etc., will be converted to the next billing unit.

# EXHIBIT D
# THIRD PARTY ADMINISTRATOR (TPA) SERVICES FOR CLARK COUNTY WORKERS' COMPENSATION
# INSURANCE REQUIREMENTS

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

A. **Format/Time**: 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.

J. **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.

K. **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.

L. **Additional Insurance**: PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.

M. **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.

N. **Cost**: PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155

P. **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: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

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

ACORD®

# 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**<br>**1.** INSURANCE BROKER'S NAME<br>ADDRESS | CONTACT NAME: | |
| | 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 # |
| **INSURED**<br>**2.** PROVIDER'S NAME<br>ADDRESS<br>PHONE & FAX NUMBERS | 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 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | | | |
| | CLAIMS-MADE X OCCUR. | | | | | | | | |
| | | X | | | | | PERSONAL & ADV INJURY | $(E) | 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $(F) | 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | | |
| | POLICY X PROJECT LOC | | | | | | **DEDUCTIBLE MAXIMUM** | **$** | **25,000** |
| **5.** | AUTOMOBILE LIABILITY | | | (G) | (H) | (I) | COMBINED SINGLE LIMIT (Ea accident) | $(J) | 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ | |
| | ALL OWNED AUTOS | X | | | | | BODILY INJURY (Per accident) | $ | |
| | SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | HIRED AUTOS | | | | | | | $ | |
| | NON-OWNED AUTOS | | | | | | **DEDUCTIBLE MAXIMUM** | **$** | **25,000** |
| **6.** | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | WC STATU-TORY LIMITS / OTHER | $ | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | 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 I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**8.** CBE NO.607476-25; THIRD PARTY ADMINISTRATOR (TPA) SERVICES FOR CLARK COUNTY WORKERS' COMPENSATION

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



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POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE 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 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 CBE No. 607476-25, entitled THIRD PARTY ADMINISTRATOR (TPA) SERVICES FOR CLARK COUNTY WORKERS' COMPENSATION

3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and

4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature _____

State of Nevada )
)ss.
County of Clark )

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

by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

# EXHIBIT E
## 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.

# 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), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB) . 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.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent 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.

***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.

***Nevada 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. (*Do not leave blank. If none or zero, put the number 0 in the space provided.)**

***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, 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). **This will also include Clark County Detention Center.**

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 (Please select one)** | | | | | | |
|---|---|---|---|---|---|---|
| ☐ Sole Proprietorship | ☐Partnership | ☐ Limited Liability Company | ☐ Corporation | ☐ Trust | ☐ Non-Profit Organization | ☐ Other |

| **Business Designation Group (Please select all that apply)** | | | | | | |
|---|---|---|---|---|---|---|
| ☐ **MBE** | ☐ **WBE** | ☐ **SBE** | ☐ **PBE** | ☐ **VET** | ☐**DVET** | ☐ **ESB** |
| Minority Business Enterprise | Women-Owned Business Enterprise | Small Business Enterprise | Physically Challenged Business Enterprise | Veteran Owned Business | Disabled Veteran Owned Business | Emerging Small Business |

## Number of Clark County Nevada Residents Employed:

| | | |
|---|---|---|
| **Corporate/Business Entity Name:** | | |
| **(Include d.b.a., if applicable)** | | |
| **Street Address:** | | **Website:** |
| **City, State and Zip Code:** | | **POC Name:**<br>**Email:** |
| **Telephone No:** | | **Fax No:** |
| **Nevada Local Street Address:**<br>**(If different from above)** | | **Website:** |
| **City, State and Zip Code:** | | **Local Fax No:** |
| **Local Telephone No:** | | **Local POC Name:**<br>**Email:** |

**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. Are you a publicly-traded corporation?*** ☐ ***Yes*** ☐ ***No***

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center 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, Department of Aviation, Clark County Detention Center 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 | Print Name

Title | 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 |
|---|---|---|---|
| | | | |
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| | | | |

* County employee means Clark County, Department of Aviation, Clark County Detention Center 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 any way with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative