



# CARSON CITY

## REQUEST FOR PROPOSAL FOR

### THIRD PARTY ADMINISTRATIVE SERVICES

### SELF-INSURED WORKERS' COMPENSATION PROGRAM

Release Date: Wednesday, April 8, 2010

Buyer: Carson City, a Consolidated Municipality and Political Subdivision of the State of Nevada

Sealed proposals will be accepted until Monday, May 10, 2010, 3:00 p.m. at:

Carson City - City Hall  
Purchasing and Contracts  
201 North Carson Street #3  
Carson City, NV 89701  
775-887-2133

Carson City, hereinafter referred to as “City”, is currently accepting proposals for a third party administrator for the City’s self-insured workers’ compensation program to be provided to the City.

1. **SCOPE AND INTENT:** It is the intent of the City to contract with a qualified third party claims administrator to administer the City’s Self-Insured Workers’ Compensation Program.
  - 1.1. Services shall include, but shall not be limited to:
    - 1.1.1. Acceptance and denial of workers' compensation claims;
    - 1.1.2. Payment of medical, indemnity, rehabilitation, legal expenses and other costs in accordance with the Nevada Industrial Insurance Act; and the Nevada Occupational Disease Act;
    - 1.1.3. Representation at hearings, appeals, and further court actions as needed,
    - 1.1.4. Submission of reports as required and requested by the State of Nevada, Department of Business & Industry, Division of Industrial Relations; and Division of Insurance; and,
    - 1.1.5. Supply City with a monthly report of claim activity and other reports as required by the City.
    - 1.1.6 Proactively work with the City to manage high exposure or precedent setting claims.
    - 1.1.7 Proactively work with physicians to manage claim, return to work process and restrictions.
    - 1.1.8 Provide management reports to the City by Department/Division/Type of Injury/Actual Costs/Projected Costs and other reports as defined by the City.
    - 1.1.9 Provide on-line access to the City of the City’s records so minimal copies are kept on site. Allow the City the ability to run reports from data base.
    - 1.1.10 Provide training and education to the City managers and employees to lower Workers Compensation costs and accidents.
  - 1.2. The successful firm shall provide administration of workers' compensation claims and shall serve as “Third Party Claims Administrator”, for a period of three (3) years.
  - 1.3. Compensation of the successful firm shall be in quarterly installments based on an annual service fee payable to the successful firm during the term of the resultant agreement.

- 1.3.1. In addition to the "flat fee" pricing, proposers shall separately price medical bill re-pricing, managed care services, utilization review and MCO panel or PPO panel and may offer alternative compensation options; and
    - 1.3.2. Indicate whether your fees include any medical cost containment programs and your procedures for "bill review"; explain any other cost containment programs.
    - 1.3.3 The costs for assuming open and closed claims.
    - 1.3.4 Detail costs, if any, for data transfer from current TPA's computer to proposer's computer system.
    - 1.3.5 In addition, proposers shall separately price Loss Control Services to include, but not be limited to on-site safety evaluations, on-site safety training, analysis of OSHA compliance.
  - 1.4. Successful proposer shall maintain an operational office in the Reno/Sparks/Carson City area.
2. **PROPOSAL RECEIPT:** It is mandatory that the proposal be *signed by a duly authorized representative of the firm*, and be received by **3:00 P.M., Monday, May 10, 2010**.
- 2.1. Proposal plus 5 copies shall be mailed or hand delivered to:

Carson City – City Hall  
Purchasing and Contracts Department  
201 North Carson Street Suite #3  
Carson City, NV 89701
  - 2.2. Late proposals shall be disqualified from consideration.
  - 2.3. Proposal response envelopes/packages shall be clearly marked with the company name, number and title of proposal.
  - 2.4. The City assumes no responsibility for errant delivery of proposals relegated to a courier agent who fails to deliver in accordance with the specified receiving point and time herein stated.
  - 2.5. Telephone, facsimile or telegraph proposals, or modifications thereto, shall not be accepted.
3. **QUESTIONS:** Questions regarding this Request for Proposal shall be directed via e-mail to Cecilia Meyer at [cmeyer@ci.carson-city.nv.us](mailto:cmeyer@ci.carson-city.nv.us) and Sandy Scott-Fisher at [sscott@ci.carson-city.nv.us](mailto:sscott@ci.carson-city.nv.us) and shall be submitted no less than Fifteen (15) calendar days prior to RFP receipt deadline.
4. **ACCEPTANCE OR REJECTION OF PROPOSALS:** The City reserves the right to accept or reject any or all proposals, or portions thereof, received by reason of this

Request for Proposal. The City shall not be liable for any costs incurred by proposers prior to the execution of the resulting Agreement.

- 4.1. The City reserves the right to award this RFP to a qualified proposer who, in the opinion of the City, submits the most comprehensive and advantageous proposal, within the budgetary constraints of the City.
- 4.2. The City reserves the right to hold proposals for a maximum of sixty (60) days from the opening date before awarding or rejecting proposals.
5. **EXCEPTIONS:** All exceptions to this Request for Proposal shall be considered, provided they are properly referenced by section number and identified in the proposal response.
6. **PROPOSAL ERRORS:** Proposers shall notify Cecilia Meyer, in writing by e-mail to [cmeyer@ci.carson-city.nv.us](mailto:cmeyer@ci.carson-city.nv.us) and Sandy Scott-Fisher at [sscott@ci.carson-city.nv.us](mailto:sscott@ci.carson-city.nv.us) of any perceived conflicts, errors or discrepancies in this RFP.
  - 6.1. No information derived from any part of this RFP or from the City or its representatives shall relieve the proposer from any risk or from fulfilling all of the terms of a resulting Agreement.
7. **PROPOSAL, AGREEMENT AND DISPOSITION:** The contents of the proposal and any clarifications thereto submitted by the successful proposer and accepted by the City shall become part of the contractual obligation and incorporated by reference into any ensuing Agreement.
  - 7.1. All proposals shall become the property of Carson City Risk Management Division and shall not be returned to the proposer.
  - 7.2. Information submitted in the proposals may become public information and open to inspection after the award.
8. **INSURANCE REQUIREMENTS/HOLD HARMLESS CLAUSE:** PROPOSER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS AS DELINEATED IN ATTACHMENT C. IT IS HIGHLY RECOMMENDED THAT PROPOSERS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF PROPOSAL SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF A PROPOSER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THE PROPOSAL WILL BE DISQUALIFIED.
9. **FAITHFUL PERFORMANCE BOND:** Successful proposer shall obtain a faithful performance bond in an amount equivalent to three (3) months of service, but not less than \$100,000.00, which shall benefit the Entity should the Entity be forced to cancel this Agreement related to the performance or discontinuation of the Successful proposer.
10. **EMPLOYEE DISHONESTY BOND:** The Successful proposer shall obtain an Employee Dishonesty Bond in an amount of \$1,000,000.00 with the City added as an additional insured. This bond shall cover any loss of the City's funds through the acts, errors and omissions of the Successful proposer or the Successful proposer's employees in their fiduciary responsibilities with respect to the handling of the City's funds.

11. **STATUS OF SUCCESSFUL PROPOSERS:** Successful proposer shall have the status of an “Independent Contractor” as defined by NRS 284.173, and shall not be entitled to any or all of the rights, privileges, benefits, and emoluments of either an officer or employee of the City.
12. **COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS:** Successful proposer shall at all times be in compliance with Immigration and Naturalization Laws regarding eligibility of their employees or subcontractors to work in the United States.
13. **OPEN MEETING LAW:** Proposers shall be aware that NRS 241 provides that public business shall be conducted in open meeting.
14. **WITHDRAWAL OF PROPOSALS:** Proposals may be withdrawn at any time by providing written notice to Cecilia Meyer at [cmeyer@ci.carson-city.nv.us](mailto:cmeyer@ci.carson-city.nv.us) and Sandy Scott-Fisher at [sscott@ci.carson-city.nv.us](mailto:sscott@ci.carson-city.nv.us).
15. **APPEAL/PROTEST BY UNSUCCESSFUL PROPOSERS:**
  - 16.1 A person who submits a bid on a contract that is required to be advertised pursuant to paragraph (a) of subsection 1 of NRS 332.039 may, after the bids are opened and within five (5) business days of bid opening file with Sandy Scott-Fisher, Purchasing and Contracts Coordinator, a notice of protest regarding the awarding of the contract.
  - 16.2 A notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.
  - 16.3 A person filing a notice of protest will be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:
    1. Twenty-five percent (25%) of the total value of the bid submitted by the person filing the notice of protest; or
    2. Two hundred fifty thousand dollars (\$250,000).
  - 16.4 A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of an contract until a determination is made by the Board of Supervisors or its authorized representative on the protest.
  - 16.5 A person who submits an unsuccessful bid may not seek any type of judicial intervention until the Board of Supervisors or its authorized representative has made a determination on the protest and awarded the contract.
  - 16.6 The Board of Supervisors or its authorized representative is not liable for any costs, expenses, attorney’s fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.

- 16.7 If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the Board of Supervisors in an amount equal to the expenses incurred by the Board of Supervisors or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security. No protest will be considered unless this procedure has been followed.
16. **PROPOSAL EVALUATION:** The proposal evaluation shall be conducted by the City's Risk Management staff, other personnel and outside consultants deemed necessary by the City.
- 16.1. The proposal evaluation shall be based, in part, upon firm's response to the enclosed questionnaire, Attachment A, and the fee schedule submitted.
- 16.2. During the evaluation, emphasis shall be placed on, but shall not be limited to, the following:
- 16.2.1. The completeness of each response to the proposal questionnaire;
- 16.2.2. Indication of the firm's understanding of the services required by the City;
- 16.2.3. The qualifications, experience, and staff;
- 16.2.4. Potential responsiveness to the City's needs;
- 16.2.5. The firm's experience and references from accounts similar in size and who have the same requirements to that of the City's; and,
- 16.2.6. The proposed fee schedule.
- 16.3. Upon completion of the initial evaluation, several firms may be requested to participate in oral interviews for further evaluation.
- 16.3.1. Interviews shall be conducted by the City's Risk Manager, other personnel and consultants deemed necessary by the City.
- 16.3.2. The City will request current financial statements in advance from firms selected for oral interview.
- 16.3.3. The City will request the name of the firm's bank from firms selected for oral interview.
17. **AGREEMENT:** It is the intent of the City to negotiate a written agreement utilizing the agreement enclosed in this RFP as Attachment C.
- 17.1. Final approval of the written Agreement shall rest with the Board of Supervisors.
18. **PROPOSAL ATTACHMENTS:** The following attachments are incorporated and are an integral part of this Request for Proposal:
- 18.1. Attachment A - Questionnaire
- 18.2. Attachment B – Carson City History of Claims

18.3. Attachment C – Sample Agreement

19. **PROPOSAL PREPARATION:** ONE (1) ORIGINAL AND FIVE (5) COPIES OF THE PROPOSAL DOCUMENTS SHALL BE REQUIRED for the City. The original should be clearly marked as such. To facilitate the evaluation process, all proposers shall be required to format the Request for Proposal in the following manner:
- 19.1. Response to Questionnaire - Attachment A.
  - 19.2. Fee Schedule.
  - 19.3. State any exceptions taken to this Request for Proposal. Reference specific paragraph numbers.
20. **SERVICE REQUIREMENTS:** The successful firm shall be required to furnish, at a minimum, the following services:
- 20.1. Determine the acceptance or rejection of all workers' compensation claims. Please note that the Entity has the final decision on any claim determination.
  - 20.2. Supply forms to Entity as required by the State of Nevada, Department of Business & Industry, Division of Industrial Relations (Workers Compensation Section) and Division of Insurance.
  - 20.3. Comply with regulations approved by the State of Nevada, Department of Business & Industry, Division of Industrial Relations and Division of Insurance.
  - 20.4. Comply with chapters 616 and 617 of the Nevada Revised Statutes and Nevada Administrative Code.
  - 20.5. Issue payments for all medical bills, indemnity costs, rehabilitation expenses, and legal fees associated with workers' compensation claims.
  - 20.6. Represent the City at all hearings and appeals, with City approval, and arrange legal representation for complex cases or any resulting court actions.
  - 20.7. The successful proposer shall supply the following reports, annually, monthly, or as requested by the City, to include data analysis, graphic presentations and recommendations:
    - 20.7.1. Monthly report of all open claims with reserves, closed claims during the month, and a summary by fiscal year of all claims filed, open, closed, and rejected;
    - 20.7.2. Annual reports as required by the State of Nevada, Department of Business & Industry, Division of Industrial Relations and the Division of Insurance;
    - 20.7.3. Specialized reports as requested by the City.
  - 20.8. Provide referrals to appropriate rehabilitation service agencies as required.
  - 20.9. Review permanent partial disability evaluations; determine permanent partial disability awards and notify claimants of their options; notify Entity of injured worker's permanent work restrictions.
  - 20.10. Review and audit bills and reports for accuracy and adjust payments accordingly.

- 20.11. Work in coordination with the City's Managed Care or Preferred provider.
- 20.12. Assist the City in returning injured workers to temporary and/or permanent light duty.
- 20.13. Review and approve as appropriate all requests for surgery and refer claimants for second opinions as needed on claims.
- 20.14. Provide subrogation to recover any judgments from third parties.
- 20.15. File claims on behalf of the City against subsequent injury fund when claims meet requirements established by the State of Nevada, Department of Business & Industry, Division of Industrial Relations.
- 20.16. Advise the City of claims resulting in major surgery, lost time, possible rehabilitation, and all claims concerning litigation.
- 20.17. Meet with City to review all claims on at least a monthly basis.
- 20.18. Review all pending legislation, Nevada administrative codes, and any case law, which may affect the City's self-insurance program and advise the City of impact and options.
- 21.19 Report claims to City's Excess Workers' Compensation insurance carrier in accordance with policy requirements.
- 21.20 Provide aggressive administration of claims to closure with sensitivity to providing friendly, responsive and timely communication to injured workers, within one (1) business day.

**ATTACHMENT A**  
**QUESTIONNAIRE**

DATE: \_\_\_\_\_ FIRM: \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ ADDRESS: \_\_\_\_\_

BUSINESS LICENSE # \_\_\_\_\_  
(Expiration Date): \_\_\_\_\_ FAX #: \_\_\_\_\_

CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ SOLE PROPRIETORSHIP \_\_\_\_\_

THIRD PARTY ADMINISTRATOR LICENSE # & EXPIRATION DATE: \_\_\_\_\_

NAME OF PERSON PREPARING PROPOSAL: \_\_\_\_\_

NAME OF PERSON SERVICING ACCOUNT: \_\_\_\_\_

COMPLETE IN DETAIL A RESPONSE TO EACH QUESTION. IF ADDITIONAL SPACE IS NEEDED, PLEASE ADD SECTIONS AS APPROPRIATE. IF A QUESTION OR STATEMENT DOES NOT APPLY TO YOUR FIRM, WRITE IN "N/A".

1. HOW MANY YEARS HAS YOUR FIRM BEEN IN BUSINESS?
2. HOW MANY PUBLIC ENTITIES DOES YOUR FIRM CURRENTLY PROVIDE CLAIMS ADMINISTRATION SERVICES?

PLEASE PROVIDE A LIST OF THE NAMES OF ALL CURRENT CLIENTS FOR WHOM YOU PROVIDE TPA SERVICES.

PLEASE PROVIDE, ON A SEPARATE SHEET, A LIST OF ALL PUBLIC ENTITY CLIENTS AND THE NAME AND PHONE NUMBER OF A PERSON WE CAN CONTACT AS A REFERENCE FOR YOUR FIRM. PLEASE INCLUDE AT LEAST 3 REFERENCES OF CURRENT PUBLIC ENTITY CLIENTS AND 3 REFERENCES OF ANY FORMER CLIENTS. EXPLAIN THE REASON FOR LOSING THE CLIENTS.

3. HOW LONG HAS THE PERSON PROPOSED TO SERVICE THIS ACCOUNT BEEN WITH YOUR FIRM? PLEASE PROVIDE A RESUME.
4. HAS THE PERSON PROPOSED ABOVE WORKED WITH PUBLIC SECTOR CLIENTS AND, IF SO, HOW LONG?

5. WHO WILL REPRESENT ENTITIES AT HEARING OFFICER PROCEEDINGS? PLEASE PROVIDE A RESUME.
6. HOW LONG HAS THIS PERSON REPRESENTED CLIENTS IN SUCH PROCEEDINGS?
7. WHAT LEGAL FIRM DOES YOUR COMPANY USE AT THE APPEALS OFFICER LEVEL, DISTRICT COURT, AND SUPREME COURT HEARINGS?
8. WHO IS THE ATTORNEY FROM THE FIRM THAT WILL REPRESENT THE ENTITY?

PLEASE ATTACH A RESUME OF THE PERSON PROPOSED TO REPRESENT THE ENTITY.

9. WILL LEGAL COSTS BE INCLUDED IN THE ANNUAL AGREEMENT AMOUNT?  
YES\_\_\_\_\_ NO\_\_\_\_\_
10. IF NOT, WHAT IS THE CURRENT HOURLY RATE OF THE ATTORNEY IN QUESTION #8 ABOVE?  
\$\_\_\_\_\_
11. HAVE ANY OF YOUR CLIENTS BEEN FINED BY THE DIVISION OF INDUSTRIAL RELATIONS OR DIVISION OF INSURANCE? YES\_\_\_\_\_ NO\_\_\_\_\_
12. IF YES, PLEASE INDICATE WHAT STATUTE OR REGULATION WAS VIOLATED AND IF THERE WERE MONETARY PENALTIES?
13. AS AN ADMINISTRATOR, HAVE YOU BEEN FINED? YES\_\_\_\_\_ NO\_\_\_\_\_
14. IF YES, PLEASE INDICATE WHAT STATUTE OR REGULATION WAS VIOLATED AND IF THERE WERE MONETARY PENALTIES?
15. PLEASE PROVIDE SAMPLE REPORTS THAT WILL BE PROVIDED ON A MONTHLY BASIS.
16. DOES YOUR FIRM OFFER LOSS CONTROL SERVICES? YES\_\_\_\_\_ NO\_\_\_\_\_
17. IF YES, PLEASE ELABORATE ON SAID SERVICES AND COSTS ASSOCIATED WITH SERVICES:

18. IS THERE ANY CURRENT LITIGATION PENDING AGAINST YOUR FIRM?  
YES \_\_\_\_\_ NO \_\_\_\_\_

19. IF YES, PLEASE PROVIDE DETAILS:

20. DOES YOUR FIRM PROVIDE BILL AUDIT SERVICES? YES \_\_\_\_\_ NO \_\_\_\_\_

21. IF YES, PLEASE EXPLAIN:

22. DOES YOUR FIRM PROVIDE MANAGED CARE SERVICES? YES \_\_\_\_\_ NO \_\_\_\_\_

23. IF YES, PLEASE EXPLAIN:

24. DOES YOUR FIRM PROVIDE UTILIZATION REVIEW SERVICES? YES \_\_\_\_\_ NO \_\_\_\_\_

25. IF YES, PLEASE EXPLAIN:

26. FOR THE SERVICES DESCRIBED ABOVE, HOW WOULD THE CITY BE CHARGED?  
PLEASE EXPLAIN IN DETAIL:

27. DESCRIBE YOUR EXPERIENCE WITH HANDLING CLAIMS SUBJECT TO BENEFITS  
FOR PUBLIC SAFETY EMPLOYEES (POLICE AND FIRE) PURSUANT TO NRS 617.453,  
617.455 AND 617.457.

28. PUBLIC SAFETY EMPLOYEES (POLICE AND FIRE) ARE ELIGIBLE FOR BENEFITS  
PURSUANT TO NRS 617.453, 617.455 AND 617.457. DESCRIBE AN ACTION PLAN FOR  
INVESTIGATING AND ADMINISTERING SUCH CLAIMS:

29. DESCRIBE YOUR INVOLVEMENT IN THE POLITICAL AND LEGISLATIVE PROCESS RELATING TO BENEFITS FOR PUBLIC SAFETY EMPLOYEES (POLICE AND FIRE) PURSUANT TO NRS 617.453, 617.455 AND 617.457.
30. DESCRIBE IN DETAIL YOUR SUBROGATION PROCESS.
31. DESCRIBE THE EXTENT OF THE ENTITY'S ACCESS TO YOUR COMPANY'S COMPUTER SYSTEM FOR OFF-SITE REVIEW OF PAYMENTS, FILE NOTES, RESERVES AND RESERVING WORKSHEETS.
32. ADVISE OF YOUR CAPABILITIES IN THE FOLLOWING AREAS (AND THE ACCESSIBILITY OF THESE SERVICES TO THE ENTITY):
- VOCATIONAL REHABILITATION
  - MEDICAL COST CONTAINMENT
  - INVESTIGATIVE CAPABILITIES, INCLUDING SURVEILLANCE
33. PROVIDE A LIST OF EXCESS WORKERS COMPENSATION INSURANCE CARRIERS FOR WHOM YOU ARE AUTHORIZED TO PAY CLAIMS.
34. PROVIDE THE FOLLOWING INFORMATION FOR YOUR ERRORS & OMISSIONS INSURANCE:
- NAME OF INSURANCE CARRIER
  - CURRENT POLICY EFFECTIVE AND EXPIRATION DATE
  - POLICY LIMITS
  - DEDUCTIBLE OR RETENTION
35. DO YOU PREPARE AND PROVIDE THE ANNUAL OSHA 300, 300A AND 301 LOGS? IS THIS INCLUDED IN YOUR SERVICE FEE? IF NOT, PLEASE INDICATE THE FEE FOR THIS SERVICE.
36. DOES YOUR PROPOSAL INCLUDE "CRADLE TO GRAVE" ADMINISTRATION? IF NOT, PLEASE EXPLAIN.

37. DO YOU TRACK "INCIDENT ONLY" DOCUMENTS (C1/C3) AND IF SO IS THERE AN ADDITIONAL CHARGE?
38. HOW DOES THE CLIENT ACCESS THE DATA THAT YOU KEEP ON THE CLIENT'S BEHALF? PLEASE DESCRIBE ANY ONLINE ACCESS, UPDATING AND QUERYING CAPABILITY, ONLINE REPORTS AND MANAGEMENT OF CITY USERS PROFILES THAT YOUR SOLUTION PROVIDES. INCLUDE ANY REQUIREMENTS FOR HARDWARE OR SOFTWARE ON CLIENT'S COMPUTERS AND WHAT IS REQUIRED FOR USER AUTHENTICATION.
39. HOW IS THE CITY'S DATA PROTECTED? PLEASE DESCRIBE PROCESSES FOR ANY BACK UP, DISASTER RECOVERY, OFF-SITE STORAGE, ETC. AND SCHEDULES/FREQUENCY FOR SAME. DESCRIBE ENCRYPTION, YOUR INTERNAL AUTHENTICATION REQUIREMENTS (FOR YOUR EMPLOYEES) AND OTHER SECURITY MEASURES, INCLUDING HOW THE DATA INTEGRITY AND PRIVACY OF THE CITY'S INFORMATION IS INSURED. JOHN WILKINSON PROVIDED THESE QUESTIONS.

**ATTACHMENT B**

**CARSON CITY HISTORY OF CLAIMS**

<b># Claims Filed</b>	<b>FY 05-06</b>	<b>FY 06-07</b>	<b>FY07-08</b>	<b>FY08-09</b>	<b>FY09-10</b>
<b>Total</b>	<b>101</b>	<b>112</b>	<b>80</b>	<b>78</b>	<b>Est. 73</b>
<b>Medical Only</b>	<b>97</b>	<b>104</b>	<b>73</b>	<b>67</b>	<b>Est. 64</b>
<b>Indemnity</b>	<b>4</b>	<b>8</b>	<b>7</b>	<b>11</b>	<b>Est. 9</b>

**SELF-INSURED PROGRAM 1992-2003**

<b>Total Claims Filed:</b>	<b>893</b>
<b>Medical Only:</b>	<b>696</b>
<b>Indemnity:</b>	<b>135</b>
<b>Open as of 3/31/10:</b>	<b>9</b>

**ATTACHMENT C**  
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0910-187**  
**Third Party Administrative Services**  
**Self-Insured Workers' Compensation Program**

**THIS CONTRACT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and "*name of contractor*" hereinafter referred to as the "**CONTRACTOR**".

**W I T N E S S E T H :**

**WHEREAS**, the Purchasing and Contracts Coordinator for the City and County of Carson City is authorized, pursuant to Nevada Revised Statutes Chapter 332 and Carson City Purchasing Resolution #1990-R71, to approve and accept this Contract as set forth in and by the following provisions; and

**WHEREAS**, it is deemed that the services of **CONTRACTOR** for **CONTRACT No.** are both necessary and in the best interests of **CITY**; and

**NOW, THEREFORE**, in consideration of the aforesaid premises, the parties mutually agree as follows:

1 **REQUIRED APPROVAL:**

1.1 This Contract shall not become effective until and unless approved by the Carson City Board of Supervisors.

2 **CONTRACT TERM:**

2.1 This Contract shall be effective from June 3, 2010, subject to Carson City Board of Supervisors' approval (anticipated to be June 3, 2010) to \_\_\_\_\_, unless sooner terminated by either party as specified in **Section 7 Contract Termination**.

3 **NOTICE:**

3.1 Unless otherwise specified, termination shall not be effective until thirty (30) calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by e-mail with simultaneous regular mail, by telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

**ATTACHMENT C**  
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0910-187**  
**Third Party Administrative Services**  
**Self-Insured Workers' Compensation Program**

For P&C Use Only
CCBL expires _____
GL expires _____
AL expires _____
PL expires _____
WC expires _____

3.1.1 Notice to **CONTRACTOR** shall be addressed to:

3.1.2 Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts  
Sandy Scott-Fisher, Purchasing and Contracts Coordinator  
201 North Carson Street Suite 3  
Carson City, NV 89701  
775-283-7137/ FAX 775-887-2107  
[SScott@ci.carson-city.nv.us](mailto:SScott@ci.carson-city.nv.us)

**4 SCOPE OF WORK:**

4.1 **CONTRACTOR** shall provide and perform the following services for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".

4.1.1 *"Exhibit A"*

4.2 **CONTRACTOR** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.

4.3 **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.

4.4 **CONTRACTOR** represents that it and/or the persons it may employ possess all skills and training necessary to perform the **SERVICES** described herein and required hereunder. **CONTRACTOR** shall perform the **SERVICES** faithfully, diligently, in a timely and professional manner, to the best of its ability, and in such a manner as is customarily performed by a person who is in the business of providing such services in similar circumstances. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONTRACTOR** to **CITY**.

**ATTACHMENT C**  
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0910-187**  
**Third Party Administrative Services**  
**Self-Insured Workers' Compensation Program**

4.5 **CONTRACTOR** represents that neither the execution of this Contract nor the rendering of services by **CONTRACTOR** hereunder will violate the provisions of or constitute a default under any other contract or agreement to which **CONTRACTOR** is a party or by which **CONTRACTOR** is bound, or which would preclude **CONTRACTOR** from performing the **SERVICES** required of **CONTRACTOR** hereunder, or which would impose any liability or obligation upon **CITY** for accepting such **SERVICES**.

4.6 Before commencing with the performance of any work under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary. Before and during the progress of work under this Contract, **CONTRACTOR** shall give all notice and comply with all the laws, ordinances, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental Authority, relating to the performance of work under this Contract. If **CONTRACTOR** performs any work that is contrary to any such law, ordinance, rule or regulation, he shall bear all the costs arising therefrom.

**5 CONSIDERATION:**

5.1 The parties agree that **CONTRACTOR** will provide the **SERVICES** specified in **Section 4 Scope of Work** and **CITY** agrees to pay **CONTRACTOR** the **CONTRACT SUM**

????based upon time and materials and the attached fee schedule for a not to exceed maximum amount of ???? (\$????).

or

????based upon a not to exceed maximum lump sum amount of ????.

5.2 **CONTRACT SUM** represents full and adequate compensation for the completed **WORK**, and includes the furnishing of all materials; all labor, equipment, tools, and appliances; and all expenses, direct or indirect, connected with the proper execution of the **WORK**.

5.3 **CITY** has provided a sample invoice and **CONTRACTOR** shall submit its request for payment using said sample invoice.

5.4 Payment by **CITY** for the **SERVICES** rendered by **CONTRACTOR** shall be due within thirty (30) calendar days from the date **CITY** acknowledges that the performance meets the requirements of this Contract or from the date the correct, complete, and descriptive invoice is received by **CITY** employee designated on the sample invoice, whichever is the latter date.

5.5 **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.

**6 TIMELINESS OF BILLING SUBMISSION:**

**ATTACHMENT C**  
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0910-187**  
**Third Party Administrative Services**  
**Self-Insured Workers' Compensation Program**

6.1 The parties agree that timeliness of billing is of the essence to this Contract and recognize that **CITY** is on a fiscal year which is defined as the period beginning July 1 and ending June 30 of the following year. All billings for dates of service prior to July 1 must be submitted to **CITY** no later than the first Friday in August of the same year. A billing submitted after the first Friday in August will subject **CONTRACTOR** to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to **CITY** of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to **CONTRACTOR**.

**7 CONTRACT TERMINATION:**

**7.1 Termination Without Cause:**

7.1.1 Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

**7.2 Termination for Nonappropriation:**

7.2.1 The continuation of this Contract beyond June 30, 2010, is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors. **CITY** may terminate this Contract, and **CONTRACTOR** waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the funding is not appropriated or is withdrawn, limited, or impaired.

**7.3 Cause Termination for Default or Breach:**

7.3.1 A default or breach may be declared with or without termination.

7.3.2 This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

7.3.2.1 If **CONTRACTOR** fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

7.3.2.2 If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

**ATTACHMENT C**  
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0910-187**  
**Third Party Administrative Services**  
**Self-Insured Workers' Compensation Program**

7.3.2.3 If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

7.3.2.4 If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or

7.3.2.5 If it is found by **CITY** that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by **CONTRACTOR**, or any agent or representative of **CONTRACTOR**, to any officer or employee of **CITY** with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

7.3.2.6 If it is found by **CITY** that **CONTRACTOR** has failed to disclose any material conflict of interest relative to the performance of this Contract.

**7.4 Time to Correct:**

7.4.1 Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in **Section 3 Notice**, and the subsequent failure of the defaulting party within fifteen (15) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

**7.5 Winding Up Affairs Upon Termination:**

7.5.1 In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

7.5.1.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

7.5.1.2 **CONTRACTOR** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;

7.5.1.3 **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;

7.5.1.4 **CONTRACTOR** shall preserve, protect, and promptly deliver into **CITY** possession all proprietary information in accordance with **Section 23 City Ownership of Proprietary Information**.

**ATTACHMENT C**  
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0910-187**  
**Third Party Administrative Services**  
**Self-Insured Workers' Compensation Program**

**8 REMEDIES:**

8.1 Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. The parties agree that, in the event a lawsuit is filed and a party is awarded attorney's fees by the court, for any reason, the amount of recoverable attorney's fees shall not exceed the rate of \$125 per hour. **CITY** may set off consideration against any unpaid obligation of **CONTRACTOR** to **CITY**.

**9 LIMITED LIABILITY:**

9.1 **CITY** will not waive and intends to assert available Nevada Revised Statutes Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any **CITY** breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to **CONTRACTOR**, for the fiscal year budget in existence at the time of the breach. **CONTRACTOR'S** tort liability shall not be limited.

**10 FORCE MAJEURE:**

10.1 Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

**11 INDEMNIFICATION:**

11.1 To the extent permitted by law, including, but not limited to, the provisions of Nevada Revised Statutes Chapter 41, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other party from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of the indemnity which would otherwise exist as to any party or person described in this paragraph.

**ATTACHMENT C**  
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0910-187**  
**Third Party Administrative Services**  
**Self-Insured Workers' Compensation Program**

11.2 Except as otherwise provided in Subsection 11.4 below, the indemnifying party shall not be obligated to provide a legal defense to the indemnified party, nor reimburse the indemnified party for the same, for any period occurring before the indemnified party provides written notice of the pending claim(s) or cause(s) of action to the indemnifying party, along with:

11.2.1 a written request for a legal defense for such pending claim(s) or cause(s) of action; and

11.2.2 a detailed explanation of the basis upon which the indemnified party believes that the claim or cause of action asserted against the indemnified party implicates the culpable conduct of the indemnifying party, its officers, employees, and/or agents.

11.3 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall not be obligated to fund or reimburse any fees or costs provided by any additional counsel for the indemnified party, including counsel through which the indemnified party might voluntarily choose to participate in its defense of the same matter.

11.4 After the indemnifying party has begun to provide a legal defense for the indemnified party, the indemnifying party shall be obligated to reimburse the reasonable attorney's fees and costs incurred by the indemnified party during the initial thirty (30) day period of the claim or cause of action, if any, incurred by separate counsel.

**12 INDEPENDENT CONTRACTOR:**

12.1 An independent contractor is a natural person, firm or corporation who agrees to perform services for a fixed price according to his or its own methods and without subjection to the supervision or control of the other contracting party, except as to the results of the work, and not as to the means by which the services are accomplished.

12.2 It is mutually agreed that **CONTRACTOR** is associated with **CITY** only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract. **CONTRACTOR** is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.

12.3 Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for **CITY** whatsoever with respect to the indebtedness, liabilities, and obligations of **CONTRACTOR** or any other party.

12.4 **CONTRACTOR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out

**ATTACHMENT C**  
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0910-187**  
**Third Party Administrative Services**  
**Self-Insured Workers' Compensation Program**

of or incurred in any way because of, but not limited to, **CONTRACTOR'S** obligations or legal duties regarding any taxes, fees, assessments, benefits, entitlements, notice of benefits, employee's eligibility to work, to any third party, subcontractor, employee, state, local or federal governmental entity.

12.5 Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

**13 INSURANCE REQUIREMENTS:**

13.1 **CONTRACTOR**, as an independent contractor and not an employee of **CITY**, must carry policies of insurance in amounts specified and pay all taxes and fees incident hereunto. **CITY** shall have no liability except as specifically provided in this Contract.

13.2 **CONTRACTOR** shall not commence work before: (1) **CONTRACTOR** has provided the required evidence of insurance to Carson City Purchasing and Contracts, and (2) **CITY** has approved the insurance policies provided by **CONTRACTOR**.

13.3 Prior approval of the insurance policies by **CITY** shall be a condition precedent to any payment of consideration under this Contract and **CITY'S** approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of **CITY** to timely approve shall not constitute a waiver of the condition.

**13.4 Insurance Coverage:**

13.4.1 **CONTRACTOR** shall, at **CONTRACTOR'S** sole expense, procure, maintain and keep in force for the duration of this Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by **CITY**, the required insurance shall be in effect prior to the commencement of work by **CONTRACTOR** and shall continue in force as appropriate until the latter of:

13.4.1.1 Final acceptance by **CITY** of the completion of this Contract; or

13.4.1.2 Such time as the insurance is no longer required by **CITY** under the terms of this Contract.

13.4.2 Any insurance or self-insurance available to **CITY** shall be in excess of and non-contributing with any insurance required from **CONTRACTOR**. **CONTRACTOR'S** insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by **CITY**, **CONTRACTOR** shall provide **CITY** with renewal or replacement evidence of insurance no less than thirty (30) calendar days before the expiration or replacement of the

**ATTACHMENT C**  
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0910-187**  
**Third Party Administrative Services**  
**Self-Insured Workers' Compensation Program**

required insurance. If at any time during the period when insurance is required by this Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as **CONTRACTOR** has knowledge of any such failure, **CONTRACTOR** shall immediately notify **CITY** and immediately replace such insurance or bond with an insurer meeting the requirements.

**13.5 General Requirements:**

**13.5.1 Certificate Holder:** Each liability insurance policy shall list Carson City c/o Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701 as a certificate holder.

**13.5.2 Additional Insured:** By endorsement to the general liability insurance policy evidenced by **CONTRACTOR**, The City and County of Carson City, Nevada, its officers, employees and immune contractors shall be named as additional insureds for all liability arising from this Contract.

**13.5.3 Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

**13.5.4 Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

**13.5.5 Deductibles and Self-Insured Retentions:** Insurance maintained by **CONTRACTOR** shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by **CITY**. Such approval shall not relieve **CONTRACTOR** from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by **CITY**.

**13.5.6 Policy Cancellation:** Except for ten (10) calendar days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) calendar days prior written notice to Carson City Purchasing and Contracts, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to Carson City Purchasing and Contracts, 201 N. Carson Street Suite 3, Carson City, NV 89701.

**13.5.7 Approved Insurer:** Each insurance policy shall be issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and currently rated by A.M. Best as "A-VII" or better.

**ATTACHMENT C**  
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0910-187**  
**Third Party Administrative Services**  
**Self-Insured Workers' Compensation Program**

13.5.8 **Evidence of Insurance:** Prior to commencement of work, **CONTRACTOR** must provide the following documents to Carson City Purchasing and Contracts, 201 North Carson Street Suite 3, Carson City, NV 89701:

13.5.8.1 **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to Carson City Purchasing and Contracts to evidence the insurance policies and coverages required of **CONTRACTOR**.

13.5.8.2 **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26), signed by an authorized insurance company representative, must be submitted to Carson City Purchasing and Contracts to evidence the endorsement of **CITY** as an additional insured per Subsection 13.5.2.

13.5.8.3 **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

13.5.9 **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing and Contracts prior to the commencement of work by **CONTRACTOR**. Neither approval by **CITY** nor failure to disapprove the insurance furnished by **CONTRACTOR** shall relieve **CONTRACTOR** of **CONTRACTOR'S** full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of **CONTRACTOR** or its sub-contractors, employees or agents to **CITY** or others, and shall be in addition to and not in lieu of any other remedy available to **CITY** under this Contract or otherwise. **CITY** reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

14 **COMMERCIAL GENERAL LIABILITY INSURANCE:**

14.1 Minimum Limits required:

14.1.1 Two Million Dollars (\$2,000,000.00) - General Aggregate

14.1.2 Two Million Dollars (\$2,000,000.00) - Products & Completed Operations Aggregate

14.1.3 One Million Dollars (\$1,000,000.00) - Each Occurrence

14.2 Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract

**ATTACHMENT C**  
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0910-187**  
**Third Party Administrative Services**  
**Self-Insured Workers' Compensation Program**

(including the tort liability of another assumed in a business contract).

**15 BUSINESS AUTOMOBILE LIABILITY INSURANCE:**

15.1 Minimum Limit required:

15.1.1 One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage

15.2 Coverage shall be for "any auto", including owned, non-owned and hired vehicles. The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

**16 PROFESSIONAL LIABILITY INSURANCE:**

16.1 Minimum Limit required: One Million Dollars (\$1,000,000.00)

16.2 Retroactive date: Prior to commencement of the performance of this Contract

16.3 Discovery period: Three (3) years after termination date of this Contract.

16.4 A certified copy of this policy may be required.

**17 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

17.1 **CONTRACTOR** shall provide workers' compensation insurance as required by Nevada Revised Statutes Chapters 616A through 616D inclusive and Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

17.2 **CONTRACTOR** may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that **CONTRACTOR** is a sole proprietor; that **CONTRACTOR** will not use the services of any employees in the performance of this Contract; that **CONTRACTOR** has elected to not be included in the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive; and that **CONTRACTOR** is otherwise in compliance with the terms, conditions, and provisions of Nevada Revised Statutes Chapters 616A-616D, inclusive.

**18 BONDS:**

18.1 **FAITHFUL PERFORMANCE BOND:** **CONTRACTOR** shall obtain a faithful performance bond in an amount equivalent to three (3) months of service, but not less than

**ATTACHMENT C**  
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0910-187**  
**Third Party Administrative Services**  
**Self-Insured Workers' Compensation Program**

\$100,000.00, which shall benefit the **CITY** should the **CITY** should be forced to cancel this contract related to the performance or discontinuation of the **CONTRACTOR**.

18.2 **EMPLOYEE DISHONESTY BOND: CONTRACTOR** shall obtain an Employee Dishonesty Bond in an amount of \$1,000,000.00 with the **CITY** added as additionally insured. This bond shall cover any loss of the **CITY'S** funds through the acts, errors and omissions of the **CONTRACTOR** or the **CONTRACTOR'S** employees in their fiduciary responsibilities with respect to handling of **CITY'S** funds.

19 **BUSINESS LICENSE:**

19.1 **CONTRACTOR** shall not commence work before **CONTRACTOR** has provided a copy of his Carson City business license to Carson City Purchasing and Contracts.

19.2 The Carson City business license shall continue in force until the latter of: (1) final acceptance by **CITY** of the completion of this Contract; or (2) such time as the Carson City business license is no longer required by **CITY** under the terms of this Contract.

20 **COMPLIANCE WITH LEGAL OBLIGATIONS:**

20.1 **CONTRACTOR** shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by **CONTRACTOR** to provide the goods or services of this Contract. **CONTRACTOR** will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of **CONTRACTOR** in accordance with Nevada Revised Statutes 361.157 and 361.159. **CONTRACTOR** agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. **CITY** may set-off against consideration due any delinquent government obligation.

21 **WAIVER OF BREACH:**

21.1 Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

22 **SEVERABILITY:**

22.1 If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions

**ATTACHMENT C**  
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0910-187**  
**Third Party Administrative Services**  
**Self-Insured Workers' Compensation Program**

of this Contract unenforceable.

**23     ASSIGNMENT/DELEGATION:**

23.1 To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by **CITY**, such offending portion of the assignment shall be void, and shall be a breach of this Contract. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**.

**24     CITY OWNERSHIP OF PROPRIETARY INFORMATION:**

24.1 Any files, reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer programs, computer codes, and computer records (which are intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by **CONTRACTOR** (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of **CITY** and all such materials shall be delivered into **CITY** possession by **CONTRACTOR** upon completion, termination, or cancellation of this Contract. **CONTRACTOR** shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of **CONTRACTOR'S** obligations under this Contract without the prior written consent of **CITY**. Notwithstanding the foregoing, **CITY** shall have no proprietary interest in any materials licensed for use by **CITY** that are subject to patent, trademark or copyright protection.

24.2 **CITY** shall be permitted to retain copies, including reproducible copies, of **CONTRACTOR'S** drawings, specifications, and other documents for information and reference in connection with this Contract.

24.3 **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without expressed permission of **CONTRACTOR**.

**25     PUBLIC RECORDS:**

25.1 Pursuant to Nevada Revised Statute 239.010, information or documents received from **CONTRACTOR** may be open to public inspection and copying. **CITY** will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. **CONTRACTOR** may clearly label specific parts of an individual document as a "trade secret" or "confidential" in accordance with Nevada Revised Statute 332.061, provided that

**ATTACHMENT C**  
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0910-187**  
**Third Party Administrative Services**  
**Self-Insured Workers' Compensation Program**

**CONTRACTOR** thereby agrees to indemnify and defend **CITY** for honoring such a designation. The failure to so label any document that is released by **CITY** shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

**26     CONFIDENTIALITY:**

26.1   **CONTRACTOR** shall keep confidential all information, in whatever form, produced, prepared, observed or received by **CONTRACTOR** to the extent that such information is confidential by law or otherwise required by this Contract.

**27     FEDERAL FUNDING:**

27.1   In the event federal funds are used for payment of all or part of this Contract:

27.1.1   **CONTRACTOR** certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

27.1.2   **CONTRACTOR** and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

27.1.3   **CONTRACTOR** and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).

**28     LOBBYING:**

28.1   The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

28.1.1   Any federal, state, county or local agency, legislature, commission, counsel or

**ATTACHMENT C**  
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0910-187**  
**Third Party Administrative Services**  
**Self-Insured Workers' Compensation Program**

board;

28.1.2 Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

28.1.3 Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

**29 GENERAL WARRANTY:**

29.1 **CONTRACTOR** warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications as set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

**30 PROPER AUTHORITY:**

30.1 The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. **CONTRACTOR** acknowledges that this Contract is effective only after approval by the Carson City Board of Supervisors/Regional Transportation Commission and only for the period of time specified in this Contract. Any services performed by **CONTRACTOR** before this Contract is effective or after it ceases to be effective are performed at the sole risk of **CONTRACTOR**.

**31 ALTERNATIVE DISPUTE RESOLUTION:**

31.1 Pursuant to NRS 338.150, public body charged with the drafting of specifications for a public work shall include in the specifications a clause requiring the use of a method of alternative dispute resolution before initiation of a judicial action if a dispute arising between the public body and the contractor engaged on the public work cannot otherwise be settled. Therefore, in the event that a dispute arising between **CITY** and **CONTRACTOR** cannot otherwise be settled, **CITY** and **CONTRACTOR** agree that, before judicial action may be initiated, **CITY** and **CONTRACTOR** will submit the dispute to non-binding mediation. **CITY** shall present **CONTRACTOR** with a list of three potential mediators. **CONTRACTOR** shall select one person to serve as the mediator from the list of potential mediators presented by **CITY**. The person selected as mediator shall determine the rules governing the mediation.

**32 GOVERNING LAW; JURISDICTION:**

32.1 This Contract and the rights and obligations of the parties hereto shall be governed by,

**ATTACHMENT C**  
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0910-187**  
**Third Party Administrative Services**  
**Self-Insured Workers' Compensation Program**

and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. **CONTRACTOR** consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Contract.

**33     ENTIRE CONTRACT AND MODIFICATION:**

33.1 This Contract and its integrated attachment(s) constitute the entire Contract of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Contracts that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Carson City Board of Supervisors/Regional Transportation Commission.

**34     COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS:**

34.1 **CONTRACTOR** shall at all times be in compliance with Immigration and Naturalization Laws regarding eligibility of their employees or subcontractors to work in the United States of America.

**35     OPEN MEETING LAW:**

35.1 **CONTRACTOR** shall be aware that NRS 241 provides that public business shall be conducted in open meeting.

**ATTACHMENT C**  
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0910-187**  
**Third Party Administrative Services**  
**Self-Insured Workers' Compensation Program**

**36     ACKNOWLEDGMENT AND EXECUTION:**

36.1 In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

**CARSON CITY**

Purchasing and Contracts Department  
Attn: Sandy Scott-Fisher  
Purchasing and Contracts Coordinator  
201 North Carson Street Suite 3  
Carson City, Nevada 89701  
Telephone: 775-283-7137  
Fax: 775-887-2107  
[SScott@ci.carson-city.nv.us](mailto:SScott@ci.carson-city.nv.us)

**CITY'S LEGAL COUNSEL**

Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve as to its legal form.

By: \_\_\_\_\_  
          SANDY SCOTT

By: \_\_\_\_\_  
          Deputy District Attorney

DATED \_\_\_\_\_.

DATED \_\_\_\_\_.

**CITY'S ORIGINATING DEPARTMENT**

**BY:** Cecilia Meyer, Risk Manager  
Carson City Finance Department - Risk Management  
201 North Carson Street, Ste 3  
Carson City, NV 89701  
Telephone: 775-283-7484  
Fax: 775-887-2107  
[CMeyer@ci.carson-city.nv.us](mailto:CMeyer@ci.carson-city.nv.us)

By: \_\_\_\_\_

DATED \_\_\_\_\_



**ATTACHMENT C**  
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
**Contract No. 0910-187**  
**Third Party Administrative Services**  
**Self-Insured Workers' Compensation Program**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of June 3, 2010, approved the acceptance of **CONTRACT No. 0910-187**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

**CARSON CITY, NEVADA**

---

**ROBERT L. CROWELL, MAYOR**

DATED this 3<sup>rd</sup> day of June, 2010.

**ATTEST:**

---

**ALAN GLOVER, CLERK-RECORDER**

DATED this 3<sup>rd</sup> day of June, 2010.

**EXHIBIT A**  
**TO**  
**AGREEMENT FOR THIRD PARTY ADMINISTRATION OF CARSON CITY'S SELF-INSURED WORKERS' COMPENSATION PROGRAM**

**SERVICES**

1. Determine the acceptance or rejection of all workers' compensation claims. Please note that the City has the final decision on any claim determination.
2. Supply forms to the City as required by the State of Nevada, Department of Business & Industry, Division of Industrial Relations (Workers Compensation Section) and Division of Insurance.
3. Comply with regulations approved by the State of Nevada, Department Business & Industry, Division of Industrial Relations and Division of Insurance.
4. Comply with chapters 616 and 617 of the Nevada Revised Statutes and Nevada Administrative Code.
5. Issue payments for all medical bills, indemnity costs, rehabilitation expenses, and legal fees associated with workers' compensation claims.
6. Represent the Entity at all hearings and appeals, with City approval, and arrange legal representation for complex cases or any resulting court actions.
7. The successful proposer shall supply the following reports, annually, monthly, or as requested by the City, to include data analysis, graphic presentations and recommendations:
  - 7.1 Monthly report of all open claims with reserves, closed claims during the month, and a summary by fiscal year of all claims filed, open, closed, and rejected;
  - 7.2 Annual report as required by the State of Nevada, Department of Business & Industry, Division of Industrial Relations and the Division of Insurance;
  - 7.3 Specialized reports as requested by the City.
8. Provide referrals to appropriate rehabilitation service agencies as required.
9. Review permanent partial disability evaluations; determine permanent partial disability awards and notify claimants of their options; notify the City of injured worker's permanent work restrictions.
10. Review and audit doctors bills and reports for accuracy and adjust payments accordingly.
11. Work in coordination with the Entity's Managed Care provider, if applicable.

12. Assist the City in returning injured workers to temporary/permanent light duty.
13. Review and approve as appropriate all requests for surgery and refer claimants for second opinions as needed on claims.
14. Provide subrogation to recover any judgments from third parties.
15. File claims on behalf of the City against subsequent injury fund when claims meet requirements established by the State of Nevada, Department of Business & Industry, Division of Industrial Relations.
16. Advise the City of claims resulting in major surgery, lost time, possible rehabilitation, and all claims concerning litigation.
17. Meeting to review all claims on at least a monthly basis.
18. Review all pending legislation, Nevada administrative codes, and any case law, which may affect the City self-insurance program and advise the Entity of impact and options.
19. Report claims to the City's Excess Workers' Compensation insurance carrier in accordance with policy requirements.
20. Provide aggressive administration of claims to closure with sensitivity to providing friendly, responsive and timely communication to injured workers, within one (1) business day.