

**City of Carson City
Agenda Report**

Date Submitted: August 23, 2013

Agenda Date Requested: September 5, 2013

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing and Contracts

Subject Title: For Possible Action: To accept Health and Human Services recommendation to approve Amendment No. 1 to Contract No. 1213-138 with Upp Technology, Inc. titled "Southern Nevada Health District Immunization Billing Program Pilot Project" to change the scope of work and increase the contract in an amount of \$15,600.00 from \$49,400.00 to \$65,000.00. *(Kim Belt)*

Staff Summary: This request is to increase the contract amount of the current 1213-138 contract. Carson City Health and Human Services has an interlocal agreement with the Nevada State Health Division to develop a strategic plan for public health immunization billing within the State of Nevada. This project encompasses the State Health Division, Southern Nevada Health District, Washoe County Health District, and Carson City Health and Human Services. Carson City Health and Human Services is the project manager for the statewide plan. Carson City Health and Human Services entered into a contract with UPP Technology to develop the immunization billing program for Southern Nevada Health District, which is part of the interlocal agreement deliverable. In order to complete the deliverables of the pilot program, additional hours are required in the amount of \$15,600.00

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to accept Health and Human Services recommendation to approve Amendment No. 1 to Contract No. 1213-138 with Upp Technology, Inc. titled "Southern Nevada Health District Immunization Billing Program Pilot Project" to change the scope of work and increase the contract in an amount of \$15,600.00 from \$49,400.00 to \$65,000.00. *(Kim Belt)*

Explanation for Recommended Board Action: Staff recommends amending contract 1213-138 with Upp Technology, Inc. in order to provide implementation of proper billing policies and procedures to receive maximum reimbursement. Due to the timelines for private insurance contracting and the time requirements to initiate, review and approve agreements from several carriers additional support from contractor is required.

Applicable Statute, Code, Policy, Rule or Regulation: Nevada Revised Statutes 625.

Fiscal Impact: \$65,000.00

Explanation of Impact: If approved Contract 1213-138 scope of work will be changed and contract amount amended.

Funding Source: CDC through the Nevada State Immunization Program

Alternatives: Provide other direction pursuant to Board Action.

Supporting Material: Contract Amendment No. 1, Contract 1213-138 and Exhibit A.

Prepared By: Kim Belt, Purchasing and Contracts Manager

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 1213-138**

Southern Nevada Health District Immunization Billing Program Pilot Project

THIS AMENDMENT is made and entered into this 5th day of September, 2013, 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 Upp Technology, Inc., hereinafter referred to as the "**CONSULTANT**", and is made to amend the existing contract known as **CONTRACT # 1213-138**.

WITNESSETH:

WHEREAS, during the performance of **CONSULTANT'S** duties pursuant to **CONTRACT # 1213-138** the **CITY** determined that additional consideration is required for **CONSULTANT** to perform the original *Scope of Work* of the **CONTRACT**; and

WHEREAS, said amendment is at the request of both the **CITY** and **CONSULTANT**, and that significant benefit will be derived by the **CITY** for said amendment.

NOW, THEREFORE, in consideration of the aforesaid mutual promises herein, **CITY** and **CONSULTANT**, by and through their respective authorized representatives hereby agree to:

- 1 Amend Paragraph 2.a of **CONTRACT # 1213-138** to provide in its entirety as follows:

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 a not to exceed lump sum amount of Sixty Five Thousand Dollars and No Cents(\$65,000.00).

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1**

Contract No. 1213-138

Southern Nevada Health District Immunization Billing Program Pilot Project

ACKNOWLEDGMENT AND EXECUTION:

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


CARSON CITY

Finance Director
Attn: Kim Belt, Purchasing &
Contracts Manager
201 North Carson Street Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
KBelt@carson.org

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

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

By: 
KIM BELT

By: 
Deputy District Attorney

DATED 8/27/13

DATED 8/27/13

CITY'S ORIGINATING DEPARTMENT

BY: Nicola Aaker, Director
Carson City Health and Human Services
900 East Long Street
Carson City, NV 89701
Telephone: 775-887-2190
Fax: 775-887-2248
naaker@carson.org

By: 

DATED 8/27/13

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1**

Contract No. 1213-138

**Southern Nevada Health District Immunization Billing Program Pilot Project
CONTRACT ACCEPTANCE AND EXECUTION:**

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting on September 5, 2013 approved the acceptance of **CONTRACT No. 1213-138**. 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 5th day of September, 2013.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 5th day of September, 2013.



Business Proposal

Carson City Health & Human Services for Public Health Immunization Billing

Southern Nevada Health District Billing Program Implementation Consulting

**innovative
technology
solutions.**

**Upp Technology, Inc.
3075 Highland Parkway
Downers Grove, IL 60515
January 07, 2013**

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Upp Technology, Inc.
 Nar Ramkissoon, Healthcare Industry Analyst
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Background

COMPANY BACKGROUND

Founded in 1985, Upp Technology is a nationally recognized technology and thought leader specializing in healthcare and public health. We are uniquely focused on the healthcare marketplace with extensive experience at every level of government; public health in 30%+ of all U.S. states, local health departments (LHDs), public health clinics and provider clinics in hundreds of counties, and regional hospital networks serving millions.

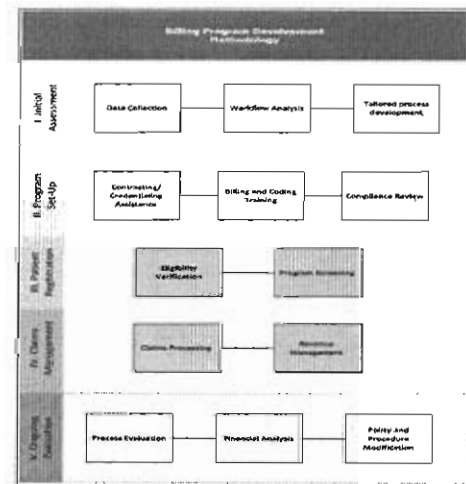
Working with health departments of all sizes across the nation, Upp Technology provides comprehensive solutions and services to maximize revenues from clinic services without straining existing staff resources. From web-based billing technology tools to expert contracting and credentialing support, Upp Technology allows health departments to develop a sound foundation for a sustainable and flexible billing program.

PUBLIC HEALTH BILLING IMPLEMENTATION AND ANALYSIS

Upp Technology offers Local Health Departments expertise in improving access to quality and affordable preventative healthcare services in the community by developing and implementing Sustainable Billing Programs, enabling health care providers to continue to provide vital healthcare services, such as vaccinations, for vulnerable populations. To ensure the long term viability of billing programs, Upp Technology conducts process and outcome evaluations to provide Local Health Departments with essential insight into financial and operational efficiencies through:

- Assessment of existing processes and procedures, e.g., existing Billing infrastructure, Staffing and Workflows, and Reimbursement Rates
- Comparative Analysis of different billing methods.
- Analysis of Patient Demographics, Clinic Services and Programs, and Region Payer Mix to provide valuable insight into the positive financial impact of developing or expanding a Billing Program.
- Return on Investment Analysis looking at overall Revenue and Expenditures post-implementation.
- Cost Benefit Analysis to estimate Net Gains in Revenue without a significant investment.
- Statistical Analysis to provide insight into Current and Future Revenue now uncaptured (in many cases, we have been able to leverage existing resources to streamline Billing to recapture Revenue).

When implementing a sustainable billing program, Upp Technology's team of healthcare and insurance industry subject matter experts employ a proven full spectrum methodology to maximize program efficiency and stakeholder involvement. From health plan contracting and staff training, to claims processing and reporting, our consultants optimize processes with our best practice approach for public health departments. Regardless of agency size or project scope, revenues can be enhanced without straining existing staff resources.



SOUTHERN NEVADA HEALTH DISTRICT

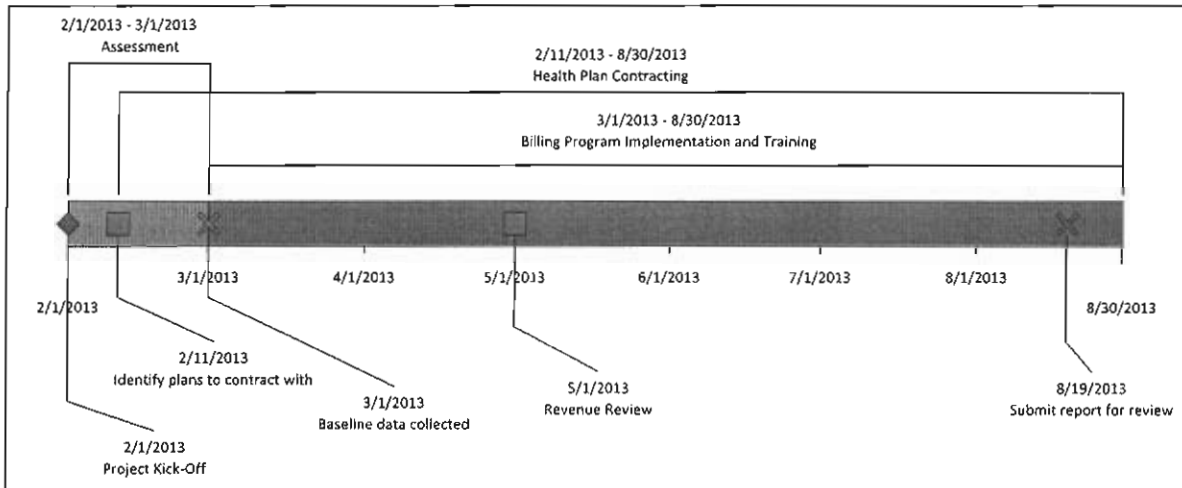
The Southern Nevada Health District (SNHD) provides a number of services to the community across multiple facilities in the region. Though the agency has been billing for services, revenues could be enhanced by expanding health plan contracts and streamlining claims processing and reimbursement tracking. Staff time and resources can be maximized through efficiency driven policies and procedures, training programs, and reporting methods.

Scope of Work

Upp Technology proposes a two phase approach the implementation of a billing program at SNHD, with a detailed implementation report provided to Carson City Health and Human Services upon completion. Our professional consultants will conduct a detailed assessment and develop an implementation plan for a six (6) month long billing program. Metrics and data analysis will provide insight into the revenue and process outcomes of the pilot period.

PROPOSED PROJECT TIMELINE

The main objective of this project is to quickly develop and implement a billing program for evaluation within a relatively short timeframe. Several aspects of the project will occur simultaneously, requiring the involvement and support of several stakeholders. An Upp Technology Billing Specialist will serve as a project manager for Southern Nevada Health District, leading agency staff in the implementation and reporting to the Nevada Public Health Immunization Billing project manager. A detailed project plan will be devised after an initial kick off discussion and initial agency assessment, but a proposed project timeline overview is presented below.



PROJECT KICK-OFF

The first step in the project is to hold a project kick-off meeting *onsite* at Southern Nevada Health District to discuss the key objectives of the project, engage stakeholders, and provide a framework project schedule that will refined. Participants should include the Upp

Technology team and assigned billing specialist, the NV PHIZ project manager, and key SNHD staff (clinic, administration, clerical). The goals of this meeting are:

- to introduce Upp team to SNHD staff
- establish points of contact and escalation support
- address questions or concerns from stakeholders
- present overview of project plan for discussion and input
- set schedule and major activities/tasks

INSURANCE CONTRACTING

To realize the potential revenues from billing private health plans, Southern Nevada Health District will have to contract with these plans first. As this can be a lengthy and time consuming process, especially if initiating multiple contracts, Upp Technology will recommend that the contracting and credentialing process begin immediately. The assigned billing specialist will review current and pending contracts, and facilitate contracts with new plans, to ensure that SNHD is poised to capture reimbursement for the major health plans represented by their patient population.

Our billing specialists have the expertise to review fee schedules, streamline provider credentialing, and negotiate contracts for public health services, resulting in more rapid contract execution, allowing SNHD to start billing private insurance plans as quickly as possible.

Main activities:

- Identify top 5 plans in the region
- Review current and pending contracts, including Medicaid and Medicare
- Create letters of intent for new plan contracting
- Document negotiated reimbursement rates

EXISTING CLINIC ASSESSMENT

Shortly after project initiation, we will conduct an onsite assessment of the existing SNHD billing and clinic infrastructure, looking at staffing, workflows, policies, and revenues. This is an essential phase of the project because it will allow the Billing Specialist to leverage existing resources in developing the billing program, identify and prioritize key areas for improvement, as well as provide baseline data for comparison post-implementation.

We will also be documenting patient demographics, programs and services offered, past and present service volume, and potential service expansion as part of the assessment. This data will not only provide context for the potential benefits of a billing program, but will also aid in the development of metrics for long term evaluation and trending.

Our billing specialist will be documenting the clinic workflows, policies, and procedures as well, making note of any areas that can be addressed to achieve maximum operational efficiency, particularly in surge situations such as back-to-school immunizations or flu shot clinics.

The key processes to be assessed are:

- Patient Registration
- Service documentation
- Billing and Claims Management

REVENUE ANALYSIS

Deliverable: Cost benefit analysis of billing programs

After establishing relevant data points and collecting essential information, Upp Technology will conduct standardization and statistical analysis in order to compare the costs and benefits of implementing a billing program. Using baseline data, the analysis will project potential revenue impacts and will be compared to pilot data after a billing program has been implemented. The results of the analysis will provide insight into:

- Cash flow comparisons
- Net gains in revenue
- Staff time and resource comparison
- Return on investment

BILLING PROGRAM IMPLEMENTATION

The primary goal of the project is to successfully implement a sustainable billing infrastructure for Southern Nevada Health District- improving clinic revenues with limited investment and without straining staff resources. Upp Technology's Billing Specialist will utilize a combination of expert training and technology tools to achieve this goal. After the initial assessment, our Billing Specialist will meet with the PHIZ project manager and stakeholders from SNHD to discuss potential options for billing, including using billing systems or outside billing services.

Once the most appropriate billing method has been selected, our Billing Specialist will design the most suitable implementation plan for the agency. This may include additions or changes to:

- Policies related to patient registration
- Insurance verification procedures
- Fee schedules and sliding fee scales
- Vaccine inventory control
- Patient check-in/check-out procedures
- Cash or credit card collection procedures
- Electronic claims processing and remittance
- Reporting across multiple facilities

ONGOING TRAINING

The majority of work will be training of staff and management of staff activities prior to and during program implementation. Given the fact that a successful billing program typically requires the involvement of several different levels of staff members from different operational groups, training must be tailored and phased throughout the time period.

Our Billing Specialist will hold an initial onsite training session for clinic nurses, front office personnel, back office staff, and administration on their role in the billing process. Subsequent trainings will be conducted through online webinars and conference calls, covering a topic or process specific to a particular staff group.

In addition, Upp Technology will provide comprehensive support tools for SNHD staff during the pilot process, including phone and email support on topics such as health plan contracting, patient insurance verification and registration, claim coding and processing, and accounts receivables reporting and follow up.

Expert training and support will ensure that the billing program will be implemented for success and long term sustainability, even with a short term pilot period. Data collected will also be more representative of a fully implemented system and infrastructure, allowing revenue projections and cost-benefit analyses to be more accurate.

This process also engages staff members to adopt fairly new procedures and processes, as they will be pivotal in the success of the billing program. The lines of communication will be open to address any questions and concerns as they arise.

REGULAR STATUS REPORTS

Throughout the entire project engagement, the Billing Specialist will be in close contact with the NV PHIZ project manager and other key stakeholders on a regular basis. These meetings can be face-to-face or through conference calls, with the purpose of reporting project progress and addressing any issues as rapidly as possible. Goals and activities will be reviewed and adjusted if needed. Progress reports can also be shared with the CDC or other state billables grantees if desired.

PROJECT DELIVERABLE

Billing Program Implementation Report

The main deliverable of this project will be a report detailing the implementation of a billing program at Southern Nevada Health District, to include the process and outcomes compared to the baseline assessment. This comprehensive report will be submitted to NV PHIZ and SNHD for review before a final copy is delivered for sharing with other stakeholder groups.

Costs

The proposed costs stated below are inclusive of travel and incidentals incurred during the course of the project.

| Role | Rate | Hours | Extended Cost |
|--------------------------------|--------|-------|---------------|
| Consultant- Billing Specialist | \$ 130 | 380 | \$ 49,400.00 |

| Scope of Work | | | | |
|--|-------|--------|-------|---------------|
| Task Description | Role | Rate | Hours | Extended Cost |
| Project Kick-Off Meeting Onsite at SNHD | C-BS | \$ 130 | 4 | \$ 520 |
| Insurance Contracting and Credentialing Support | C-BS | \$ 130 | 16 | \$ 2,080 |
| Existing Clinic Assessment Staff, workflows, IT, policies | C-BS | \$ 130 | 16 | \$ 2,080 |
| Revenue Analysis | C-BS | \$ 130 | 16 | \$ 2,080 |
| Billing Program Implementation | C-BS | \$ 130 | 36 | \$ 4,680 |
| Ongoing Training | C-BS | \$ 130 | 204 | \$ 26,520 |
| Ongoing Status Reports with NV- PHIZ Onsite visits, weekly conference calls | C-BS | \$ 130 | 48 | \$ 6,240 |
| Implementation Report | C-BS | \$ 130 | 40 | \$ 5,200 |
| | Total | | 380 | \$ 49,400 |



Business Proposal

Carson City Health & Human Services for Public Health Immunization Billing

Southern Nevada Health District Billing Implementation Addendum

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**Upp Technology, Inc.
3075 Highland Parkway
Downers Grove, IL 60515
July 17, 2013**

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www.upp.com

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Addendum

PUBLIC HEALTH BILLING IMPLEMENTATION

Given the timelines for private insurance contracting and the time requirements to initiate, review, and approve agreements from several carriers, further support is required for SNHD to fully realize an implementation of proper billing policies and procedures to receive maximum reimbursement. The consultant has provided recommended fee schedules, conducted audits of past claims to capture missing revenues, and developed baseline transition policies to prepare staff for additional training. This has provided the foundation for proper billing, allowing for the implementation phase to begin. This addendum addresses the continued needs of SNHD to implement best practices in their clinic.

Scope of Work

Upp Technology proposes a training and support program to implement billing for the immunization clinic with the new health plan contracts that have been approved, with training materials provided to Carson City Health and Human Services upon completion. Our consultant can also support outreach initiatives to ensure the community is aware that more insurances are accepted at the clinic. Once training is initiated, billing metrics can be identified, including an assessment of workflow post-implementation. This will provide a solid foundation for SNHD to continue development of their billing procedures.

BILLING PROGRAM IMPLEMENTATION

The primary goal of the project is to successfully implement a sustainable billing infrastructure for Southern Nevada Health District- improving clinic revenues with limited investment and without straining staff resources. Upp Technology's Billing Specialist will utilize a combination of expert training and technology tools to achieve this goal. Our consultant will seek to address the following procedures:

- Policies related to patient registration
- Insurance verification procedures
- Fee schedules and sliding fee scales
- Vaccine inventory control
- Patient check-in/check-out procedures
- Cash or credit card collection procedures
- Electronic claims processing and remittance
- Reporting across multiple facilities

BILLING TRAINING

Our Billing Specialist will hold onsite training sessions for clinic nurses, front office personnel, back office staff, and administration on their role in the billing process. In addition, Upp Technology will provide comprehensive support tools for SNHD staff during the pilot process, including phone and email support on topics such as health plan contracting, patient insurance verification and registration, claim coding and processing, and accounts receivables reporting and follow up.

This process also engages staff members to adopt fairly new procedures and processes, as they will be pivotal in the success of the billing program. The lines of communication will be open to address any questions and concerns as they arise.

The training can be completed through August 2013, with the selection of available billing tools or systems and the creation of training materials for future use.

PROJECT DELIVERABLE

Billing Training and Implementation Resources

The main deliverable of this project will be training materials detailing the implementation of a billing program at Southern Nevada Health District, to support staff in understanding new billing processes, procedures, and policies. This comprehensive training guide will be submitted to NV PHIZ and SNHD for review before a final copy is delivered for sharing with other stakeholder groups.

Costs

The proposed costs stated below are inclusive of travel and incidentals incurred during the course of the project.

| Role | Rate | Hours | Extended Cost |
|--------------------------------|--------|-------|---------------|
| Consultant- Billing Specialist | \$ 130 | 120 | \$ 15,600.00 |

| Amendment A- Scope of Work | | | | |
|--|------|--------|------------|------------------|
| Task Description | Role | Rate | Hours | Extended Cost |
| Implementation of Immunization Billing | C-BS | \$ 130 | 72 | \$ 9,360 |
| Staff Training and Procedures | C-BS | \$ 130 | 40 | \$ 5,200 |
| Implementation Report | C-BS | \$ 130 | 8 | \$ 1,040 |
| Total | | | 120 | \$ 15,600 |

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1213-138

Title: Southern Nevada Health District Immunization Billing Program Pilot Project

THIS CONTRACT is made by and between Carson City, a consolidated municipality, a political subdivision of the State of Nevada, hereinafter referred to as the "CITY", and Upp Technology, Inc. hereinafter referred to as the "CONTRACTOR".

1. **CONTRACT TERM:** This Contract shall be effective from February 1, 2013 to August 31, 2013, unless sooner terminated by either party in accordance with its terms.

2. **CONSIDERATION:**

- a. 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 a not to exceed maximum lump sum amount of **Forty Nine Thousand Four Hundred Dollars and No Cents (\$49,400.00)**.
- b. **CONTRACT SUM** represents full and adequate compensation for the completed **SERVICES**, 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 **SERVICES**.
- c. **CITY** has provided a sample invoice and **CONTRACTOR** shall submit its request for payment using said sample invoice.
- d. 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 later.
- e. **CITY** does not agree to reimburse **CONTRACTOR** for expenses unless otherwise specified.
- f. The continuation of this Contract beyond June 30, 2013, is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Carson City Board of Supervisors.

| |
|---|
| For P&C Use Only CCBL expires 11/30/13 GL expires 4/23/13 AL expires 4/23/13 PL expires 4/23/13 WC expires 4/23/13 |
|---|

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1213-138

Title: Southern Nevada Health District Immunization Billing Program Pilot Project

3. **NOTICE:** 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, by telephonic facsimile, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified below.

- a. Notice to **CONTRACTOR** shall be addressed to:

Nar Ramkissoon/Healthcare Industry Analyst
Upp Technology, Inc.
3075 Highland Parkway, #730
Downers Grove, IL 60515
630-493-7863/FAX # 630-353-6916
nramkissoon@upp.com

- b. Notice to **CITY** shall be addressed to:

Carson City Purchasing and Contracts
Kim Belt, Purchasing and Contracts Manager
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
kbelt@carson.org

4. **SCOPE OF WORK:**

- a. **CONTRACTOR** shall provide and perform the following services set forth in **Exhibit A** attached hereto and incorporated herein by reference for and on behalf of **CITY** hereinafter referred to as the "**SERVICES**".
- b. **CONTRACTOR** represents that it is duly licensed by Carson City for the purposes of performing the **SERVICES**.
- c. **CONTRACTOR** represents that it is duly qualified and licensed in the State of Nevada for the purposes of performing the **SERVICES**.
- d. **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.
- e. **CONTRACTOR** shall be responsible for the professional quality and technical accuracy of all **SERVICES** furnished by **CONTRACTOR** to **CITY**.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1213-138

Title: Southern Nevada Health District Immunization Billing Program Pilot Project

- f. **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.
- g. **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 nor 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**.
- h. Before commencing with the performance of any work under this Contract, **CONTRACTOR** shall obtain all necessary permits and licenses as may be necessary.
- i. 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 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.
- j. **CITY'S Responsibilities:**
 - i. **CITY** shall make available to **CONTRACTOR** all technical data that is in **CITY'S** possession, reasonably required by **CONTRACTOR** relating to the **SERVICES**.
 - ii. **CITY** shall provide access to and make all provisions for **CONTRACTOR** to enter upon public and private lands, to the fullest extent permitted by law, as reasonably required for **CONTRACTOR** to perform the **SERVICES**.
 - iii. Upon request of **CITY**, **CONTRACTOR** shall furnish **CITY** for **CITY'S** examination, all reports, correspondence, and other documents.
 - iv. **CITY** and shall render decisions in writing pertaining thereto within a reasonable time so as not to delay the work of **CONTRACTOR**.
 - v. It is expressly understood and agreed that all work done by **CONTRACTOR** shall be subject to inspection and acceptance by **CITY** and approval of work shall not forfeit the right of **CITY** to require

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1213-138

Title: Southern Nevada Health District Immunization Billing Program Pilot Project

correction, and nothing contained herein shall relieve **CONTRACTOR** of the responsibility of the work required under the terms of this Contract until all work has been completed and accepted by **CITY**.

5. **TIMELINESS OF BILLING SUBMISSION:** 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**.

6. **CONTRACT TERMINATION:**
 - a. **Termination Without Cause:** This Contract may be terminated by either party without cause by giving the other party ten (10) calendar days written notice of the intent to terminate and specifying the date upon which the termination will be effective.

 - b. **Cause Termination for Default or Breach:**
 - i. A default or breach may be declared with or without termination.

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

 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

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1213-138

Title: Southern Nevada Health District Immunization Billing Program Pilot Project

3. If **CONTRACTOR** becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 4. If **CITY** materially breaches any material duty under this Contract and any such breach impairs **CONTRACTOR'S** ability to perform; or
 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
 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.
- c. **Time to Correct:** 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 five (5) calendar days of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- d. **Winding Up Affairs Upon Termination:**
- i. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:
 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;
 2. **CONTRACTOR** shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by **CITY**;

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1213-138

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3. **CONTRACTOR** shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by **CITY**;
4. **CONTRACTOR** shall preserve, protect, and promptly deliver to **CITY** possession all proprietary information in accordance with **Section 22 City Ownership of Proprietary Information**.
7. **REMEDIES**: 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**.
8. **LIMITED LIABILITY**: **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.
9. **FORCE MAJEURE**: 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.
10. **INDEMNIFICATION**:
 - a. 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,

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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.

- b. Except as otherwise provided in Subsection 10(d) 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:
 - i. a written request for a legal defense for such pending claim(s) or cause(s) of action; and
 - ii. 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.
- c. 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.
- d. 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.

11. INDEPENDENT CONTRACTOR:

- a. 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.
- b. 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,

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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operate, control, and direct performance of the details incident to its duties under this Contract.

- c. 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.
- d. **CONTRACTOR** shall indemnify and hold **CITY** harmless from, and defend **CITY** against, any and all losses, damages, claims, costs, penalties, liabilities, expenses arising out 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.
- e. Neither **CONTRACTOR** nor its employees, agents, or representatives shall be considered employees, agents, or representatives of **CITY**.

12. INSURANCE REQUIREMENTS:

- a. **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.
- b. **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**.
- c. 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.
- d. **Insurance Coverage:**
 - i. **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.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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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:

1. Final acceptance by CITY of the completion of this Contract; or
 2. Such time as the insurance is no longer required by CITY under the terms of this Contract.
- ii. 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 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.

e. General Requirements:

- i. **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.
- ii. **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.
- iii. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- iv. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- v. **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

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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.

- vi. **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.
- vii. **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.
- viii. **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:
 - 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**.
 - 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 12.5.2.
 - 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.
 - 4. **Review and Approval:** Documents specified above must be submitted for review and approval by Carson City Purchasing and

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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.

13. COMMERCIAL GENERAL LIABILITY INSURANCE:

- a. Minimum Limits required:
 - i. Two Million Dollars (\$2,000,000.00) - General Aggregate
 - ii. Two Million Dollars (\$2,000,000.00) - Products and Completed Operations Aggregate
 - iii. One Million Dollars (\$1,000,000.00) - Each Occurrence
- b. 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 (including the tort liability of another assumed in a business contract).

14. BUSINESS AUTOMOBILE LIABILITY INSURANCE:

- a. Minimum Limit required: One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage
- b. 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.

15. PROFESSIONAL LIABILITY INSURANCE:

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- a. Minimum Limit required: One Million Dollars (\$1,000,000.00)
- b. Retroactive date: Prior to commencement of the performance of this Contract
- c. Discovery period: Three (3) years after termination date of this Contract.
- d. A certified copy of this policy may be required.

16. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

- a. **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.
- b. **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.

17. BUSINESS LICENSE:

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

18. COMPLIANCE WITH LEGAL OBLIGATIONS:

- a. **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 government obligations, including, but not limited to, all taxes, assessments, fees, fines, judgments, premiums, permits, and licenses required or imposed by law or a court. Real property and

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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.

19. **WAIVER OF BREACH:** 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.
20. **SEVERABILITY:** 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 of this Contract unenforceable.
21. **ASSIGNMENT/DELEGATION:**
- a. **CONTRACTOR** shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written approval of **CITY**.
 - b. 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.
22. **CITY OWNERSHIP OF PROPRIETARY INFORMATION:**
- a. 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 to **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

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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.

- b. **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.
- c. **CONTRACTOR'S** drawings, specifications and other documents shall not be used by **CITY** or others without express permission of **CONTRACTOR**.

23. **PUBLIC RECORDS**: 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 **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.

24. **CONFIDENTIALITY**: **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.

25. **FEDERAL FUNDING**:

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

- i. **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.

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- ii. **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.
- iii. **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).

26. **LOBBYING:** 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:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

27. **GENERAL WARRANTY:** **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.

28. **PROPER AUTHORITY:** 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 Carson City Purchasing and Contracts 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**.

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29. **ALTERNATIVE DISPUTE RESOLUTION**: 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.
30. **GOVERNING LAW AND JURISDICTION**: This Contract and the rights and obligations of the parties hereto shall be governed by, 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.
31. **ENTIRE CONTRACT AND MODIFICATION**: 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 Carson City Purchasing and Contracts. The parties agree that each has had their respective counsel review this Contract which shall be construed as if it was jointly drafted.

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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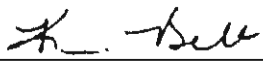
Title: Southern Nevada Health District Immunization Billing Program Pilot Project

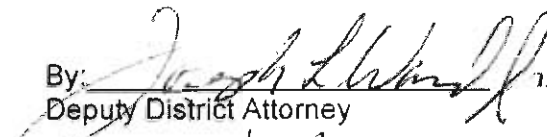
ACKNOWLEDGMENT AND EXECUTION: In witness whereof, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

CARSON CITY
Finance Director
Attn: Kim Belt,
Purchasing and Contracts Manager
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-283-7137
Fax: 775-887-2107
kbelt@carson.org

CITY'S LEGAL COUNSEL
Neil A. Rombardo, District Attorney

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

By: 
Kim Belt

By: 
Deputy District Attorney

DATED 3/22/13

DATED 2/8/13

I certify that funds are available and that CONTRACTOR will not be given authorization to begin work until this Contract has been signed by Purchasing and Contracts.

BY: Marena Works, MSN, MPH, APN/Director
Carson City Health and Human Services
900 East Long Street
Carson City, NV 89706
Telephone: 775-887-2190
Fax: 775-887-2248
MWorks@carson.org

By: Marena Works

DATED 2/1/13

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1213-138

**Title: Southern Nevada Health District Immunization Billing Program Pilot
Project**

Undersigned says: That he/she is the **CONTRACTOR** or authorized agent of the **CONTRACTOR**; that he/she has read the foregoing Contract; and that he/she understands the terms, conditions, and requirements thereof.

CONTRACTOR

BY: James Laverty

TITLE: Vice President

FIRM: Upp Technology, Inc.

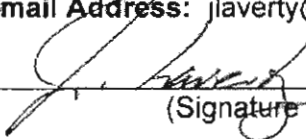
CARSON CITY BUSINESS LICENSE #: 12- 00029402

Address: 3075 Highland Parkway, #730

City: Downers Grove **State:** IL **Zip Code:** 60515

Telephone: 630-493-7863 **FAX#:** 630-353-6916

E-mail Address: jlaverty@upp.com



(Signature of **CONTRACTOR**)

DATED 2-1-2013

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Contract No. 1213-138

Title: Southern Nevada Health District Immunization Billing Program Pilot Project

SAMPLE INVOICE

Invoice Number: _____

Invoice Date: _____

Invoice Period: _____

Vendor Number: _____

Invoice shall be submitted to:
Carson City Health and Human Services
900 East Long Street
Carson City, NV 89706

Use this section if CONTRACT SUM was based on time & materials.

| Line Item # | Description | Unit Cost | Units Completed | Total \$\$ |
|-------------------------------|-------------|-----------|-----------------|------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total for this invoice | | | | |

Original Contract Sum \$ _____
Less amount previously billed \$ _____
= contract sum prior to this invoice \$ _____
Less this invoice \$ _____
=Dollars remaining on Contract \$ _____

ENCLOSE COPIES OF RECEIPTS & INVOICES FOR EXPENSES & OUTSIDE SERVICES



Business Proposal

Carson City Health & Human Services for Public Health Immunization Billing Southern Nevada Health District Billing Program Implementation Consulting

**innovative
technology
solutions.**

**Upp Technology, Inc.
3075 Highland Parkway
Downers Grove, IL 60515
January 07, 2013**

Background

COMPANY BACKGROUND

Founded in 1985, Upp Technology is a nationally recognized technology and thought leader specializing in healthcare and public health. We are uniquely focused on the healthcare marketplace with extensive experience at every level of government; public health in 30%+ of all U.S. states, local health departments (LHDs), public health clinics and provider clinics in hundreds of counties, and regional hospital networks serving millions.

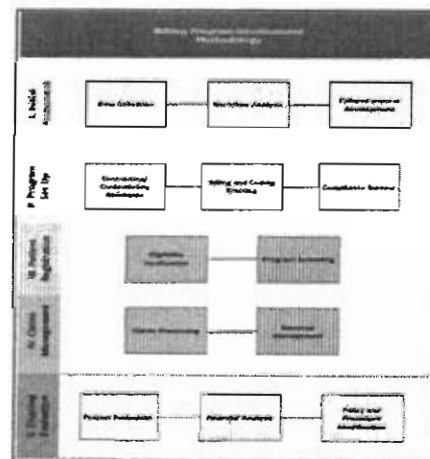
Working with health departments of all sizes across the nation, Upp Technology provides comprehensive solutions and services to maximize revenues from clinic services without straining existing staff resources. From web-based billing technology tools to expert contracting and credentialing support, Upp Technology allows health departments to develop a sound foundation for a sustainable and flexible billing program.

PUBLIC HEALTH BILLING IMPLEMENTATION AND ANALYSIS

Upp Technology offers Local Health Departments expertise in improving access to quality and affordable preventative healthcare services in the community by developing and implementing Sustainable Billing Programs, enabling health care providers to continue to provide vital healthcare services, such as vaccinations, for vulnerable populations. To ensure the long term viability of billing programs, Upp Technology conducts process and outcome evaluations to provide Local Health Departments with essential insight into financial and operational efficiencies through:

- Assessment of existing processes and procedures, e.g., existing Billing infrastructure, Staffing and Workflows, and Reimbursement Rates
- Comparative Analysis of different billing methods.
- Analysis of Patient Demographics, Clinic Services and Programs, and Region Payer Mix to provide valuable insight into the positive financial impact of developing or expanding a Billing Program.
- Return on Investment Analysis looking at overall Revenue and Expenditures post-implementation.
- Cost Benefit Analysis to estimate Net Gains in Revenue without a significant investment.
- Statistical Analysis to provide insight into Current and Future Revenue now uncaptured (In many cases, we have been able to leverage existing resources to streamline Billing to recapture Revenue).

When implementing a sustainable billing program, Upp Technology’s team of healthcare and insurance industry subject matter experts employ a proven full spectrum methodology to maximize program efficiency and stakeholder involvement. From health plan contracting and staff training, to claims processing and reporting, our consultants optimize processes with our best practice approach for public health departments. Regardless of agency size or project scope, revenues can be enhanced without straining existing staff resources.



Technology team and assigned billing specialist, the NV PHIZ project manager, and key SNHD staff (clinic, administration, clerical). The goals of this meeting are:

- to introduce Upp team to SNHD staff
- establish points of contact and escalation support
- address questions or concerns from stakeholders
- present overview of project plan for discussion and input
- set schedule and major activities/tasks

INSURANCE CONTRACTING

To realize the potential revenues from billing private health plans, Southern Nevada Health District will have to contract with these plans first. As this can be a lengthy and time consuming process, especially if initiating multiple contracts, Upp Technology will recommend that the contracting and credentialing process begin immediately. The assigned billing specialist will review current and pending contracts, and facilitate contracts with new plans, to ensure that SNHD is poised to capture reimbursement for the major health plans represented by their patient population.

Our billing specialists have the expertise to review fee schedules, streamline provider credentialing, and negotiate contracts for public health services, resulting in more rapid contract execution, allowing SNHD to start billing private insurance plans as quickly as possible.

Main activities:

- Identify top 5 plans in the region
- Review current and pending contracts, including Medicaid and Medicare
- Create letters of intent for new plan contracting
- Document negotiated reimbursement rates

EXISTING CLINIC ASSESSMENT

Shortly after project initiation, we will conduct an onsite assessment of the existing SNHD billing and clinic infrastructure, looking at staffing, workflows, policies, and revenues. This is an essential phase of the project because it will allow the Billing Specialist to leverage existing resources in developing the billing program, identify and prioritize key areas for improvement, as well as provide baseline data for comparison post-implementation.

We will also be documenting patient demographics, programs and services offered, past and present service volume, and potential service expansion as part of the assessment. This data will not only provide context for the potential benefits of a billing program, but will also aid in the development of metrics for long term evaluation and trending.

Our billing specialist will be documenting the clinic workflows, policies, and procedures as well, making note of any areas that can be addressed to achieve maximum operational efficiency, particularly in surge situations such as back-to-school immunizations or flu shot clinics.

The key processes to be assessed are:

- Patient Registration
- Service documentation
- Billing and Claims Management

Expert training and support will ensure that the billing program will be implemented for success and long term sustainability, even with a short term pilot period. Data collected will also be more representative of a fully implemented system and infrastructure, allowing revenue projections and cost-benefit analyses to be more accurate.

This process also engages staff members to adopt fairly new procedures and processes, as they will be pivotal in the success of the billing program. The lines of communication will be open to address any questions and concerns as they arise.

REGULAR STATUS REPORTS

Throughout the entire project engagement, the Billing Specialist will be in close contact with the NV PHIZ project manager and other key stakeholders on a regular basis. These meetings can be face-to-face or through conference calls, with the purpose of reporting project progress and addressing any issues as rapidly as possible. Goals and activities will be reviewed and adjusted if needed. Progress reports can also be shared with the CDC or other state billables grantees if desired.

PROJECT DELIVERABLE

Billing Program Implementation Report

The main deliverable of this project will be a report detailing the implementation of a billing program at Southern Nevada Health District, to include the process and outcomes compared to the baseline assessment. This comprehensive report will be submitted to NV PHIZ and SNHD for review before a final copy is delivered for sharing with other stakeholder groups.