

Summary of Proposals

Nevada Health Centers, Inc. has requested the following:

- **\$180,000** be allocated for treatment of unfunded individuals found to be directly linked to the Endoscopy Centers
- **\$50,000** be allocated to pay for vaccination for hepatitis A and B for active hepatitis C cases discovered during screening for Endoscopy cases but not directly linked to the Endoscopy Center
- **\$20,000** be allocated for future testing of patients who have not yet presented
- **\$150,000** be allocated to AccessHealth to track individuals through referral and treatment
- **\$50,000** be allocated for a Case Manager to be housed at the SNHD to aid in investigations and facilitating work through AccessHealth
- **\$50,000** be allocated for fiscal agency is to be provided by either AccessHealth, the County or the SNHD for purposes of payment for testing, immunization and management of the reserve fund for patients to be treated.

Total Request: \$500,000

The Clark County, District Attorney's Office has submitted a letter as a proposal:

"Please accept this letter as my formal request that the Las Vegas City Council consider allocating funds to assist with the potential prosecution of cases resulting from the investigation of the Endoscopy Center of Southern Nevada."

"There is no doubt, based upon the nature of the allegations, that the case will be complex. Presently, we have one attorney working in our Major Fraud Unit. I anticipate we will have to assign three prosecutors, one legal secretary, and one investigator to work on the case."

Total Request: To be determined.

The Las Vegas Metropolitan Police Department has requested funds for document management services, provided by a contracted company (ChartOne), which includes:

- ChartOne shall remove the approximately 2,000 cartons of healthcare records from LVMPD's temporary storage area and transport the cartons to a location as designated by LVMPD and accepted by ChartOne for permanent storage.
- ChartOne will remove the files from the cartons and place the files onto open shelving in a true Alpha system.
- ChartOne will provide mobile carts to stage and move files within the facility.
- Approximately 100,000 files will be indexed.
- ChartOne will create an electronic master index of all files which will include: last name, first name, date of birth and/or social security number and location of recovery of the file by LVMPD
- ChartOne agrees to begin transfer of the records from the temporary site to the permanent site within seven (7) days of execution of this agreement.
- ChartOne estimates that all files will be sorted into a true Alpha system within thirty (30) days of reaching the permanent storage site.
- ChartOne agrees that urgent requests for files will be fulfilled during the thirty (30) day sorting period.
- ChartOne agrees to dedicate on (1) full-time employee (FTE) for the purpose of fulfilling record requests.
- ChartOne agrees to dedicate one (!) FTE for the purpose of a telephone service support. It is anticipated that this FTE will only be needed for ninety (90) days.
- ChartOne agrees to keep records of call volume.
- ChartOne agrees that LVMPD may have full access to all files and will provide written notice to ChartOne of any such access. LVMPD may remove original files and substitute the same with a copy.

Total Request: (The proposed contract for ChartOne will be approximately \$260,000).

Attachment One

A fax received on April 23, 2008 from the Executive Director of the Nevada Health Centers, Inc.

Joint Recommendation
Hepatitis/HIV Outbreak in Clark County
From: UMC/SNHD/NVHC
To: City of Las Vegas

Introduction: This recommendation follows a discussion among leaders of the University Medical Center, Southern Nevada Health District, and Nevada Health Centers, and is in response to the leadership at the City Government Offices of Las Vegas, requesting recommendations for expenditure of funds (approximately \$500k) acquired as a consequence of proceedings concerning the Endoscopy Center of Southern Nevada. During the meeting on 4/16/08 between SNHD, NVHC and UMC the leaders resolved to submit a cooperative recommendation that made as judicious and lasting a response as possible.

Primary Considerations: The following are some of the considerations in making this recommendation; this is not meant to be exhaustive, but does represent the elements considered guiding.

- Many of the patients affected by the public health crisis are insured
- The request received from the City was specifically understood as creating a solution to the needs of the underserved
- UMC and NVHC have as of the date of this writing tested approximately 1500 and 800 patients respectively
- To date a total of approximately 20 patients have been found to be active hepatitis cases and have already been referred to appropriate specialists for treatment
- An unknown number of patients have yet to be screened, but it is recognized that public interest is beginning to wane, and that in all probability only a small number of uninsured remain to be tested under the current public health crisis response; there will be a need for follow-up testing for those found to be negative in the first round of testing, and requiring a 6 month recheck to assure they were not in the incubation period
- It was estimated to cost approximately \$30k for treatment of a single adult from detection to completion of treatment for hepatitis B or C
- HIV cases are being routinely referred to HIV treatment programs and no cases to date have been detected in relation to the public health crisis
- There is still a great deal of work to be done to complete investigations to know if the currently known and active hepatitis cases are traceable to the Endoscopy Centers of Southern Nevada
- There is a significant need for case management to assure initiation and completion of treatment once started for hepatitis to minimize the potential for spread of resistant viruses
- There is a need for a lasting mechanism to respond to late detection

Recommendations: The following recommendations are based on the consideration of the above points and reflect the understanding of currently standing efforts in the community. There has also been a consideration of the size, sophistication and sustainability of efforts of programs currently in operation.

- \$180,000 be allocated for treatment of unfunded individuals found to be directly linked to the Endoscopy Centers
- \$50,000 be allocated to pay for vaccination for hepatitis A and B for active hepatitis C cases discovered during screening for Endoscopy cases but not directly linked to the Endoscopy Center
- \$20,000 be allocated for future testing of patients who have not yet presented
- \$150,000 be allocated to AccessHealth to track individuals through referral and treatment

- \$50,000 be allocated for a Case Manager to be housed at the SNHD to aid in investigations and facilitating work through AccessHealth
- \$50,000 be allocated for fiscal agency is to be provided by either AccessHealth, the County or the SNHD for purposes of payment for testing, immunization and management of the reserve fund for patients to be treated.

Conclusion: The depth and severity of the public health crisis following unsafe practices at the Endoscopy Centers of Southern Nevada has stirred a great deal of interest and participation of the public and their leaders. The above recommendation is intended to create a focused and coordinated effort in response to immediate concerns and to allow for sustained efforts for cases not yet identified.

Hepatitis Proposal Addendum
Rationale for General Response
Public Health Crisis re: Endoscopy Center
Provided by Nevada Health Centers' Leadership
April 23, 2008

The Public Health crisis in Clark County precipitated by unsafe medical practices at the Endoscopy Center of Southern Nevada (ECSN) opens a consideration of the health burdens of hepatitis in general. Hepatitis is known to affect a significant portion of the population (some estimate 4% of the entire population is affected by hepatitis C). This leads the public health advocates to consider how to create a sustained hepatitis management process in the wake of the Endoscopy Center crisis.

Of the patients that will be screened there will be three categories of cases after investigation: those people that are almost certainly infected as a result of their procedure at the ECSN; those that are possibly infected as a result of their procedure at ECSN; those that are most likely not infected as a result of their procedure at ECSN. It is important to note that there is no way to be absolutely certain in any of these categories, since the determination of probability is traceable only to historical findings which are susceptible to selective recall and other distortions created by the passage of time.

NVHC has taken a somewhat relaxed approach to the screening requests of the public: if the patient says they had received a procedure at the ECSN, then this statement is taken as fact and screening is performed. This is even true in the case of contacts of patients that had received a procedure. If a person is found to be actively infected with hepatitis they are referred for treatment immediately with no delays being inserted for investigation, since investigation may take some months to complete and from a clinical standpoint investigation is not a valid reason to delay treatment.

If treatment dollars are made available to patients from public resources, it seems intuitively reasonable to ask the patients to sign a waiver of their legal pursuit of legal recourse since there is not a way to definitively trace the disease to the ECSN. This would have the benefit of making immediate and needed care available to a population in need, and decrease the pressure on the courts. This might also encourage broader participation in the circles of professionals required to accomplish treatment, since they would be able to assist without the downstream risk of becoming mired in legal battles.

There will need to be a many months to years follow-up of some patients either due to incubation periods or due to delayed manifestation of disease consequences, or due to delays in patients' pursuit of screening. There also exists the possibility that other facilities will present similar challenges to the public's health in the near or more distance future.

In summary there is high disease burden to the public's health caused by hepatitis; the investigational finding of probability of connection to the ECSN is inherently non-definitive; pt.'s receiving treatment could be requested to waive legal remedy if sponsored by public dollars; a general and sustained effort as regards hepatitis management seems most effective in the interest of the public's health. It therefore reasonable to seek responses to the ECSN crisis that will assure lasting and more general response capabilities to hepatitis and the burden it presents.

Attachment Two

A letter received on April 18, 2008 from the Office of the District Attorney.



OFFICE OF THE DISTRICT ATTORNEY

DAVID ROGER

District Attorney

CHRISTOPHER J. LALLI

Assistant District Attorney

ROBERT W. TEUTON

Assistant District Attorney

MARY-ANNE MILLER

County Counsel

April 18, 2008

Mayor Oscar B. Goodman
City Hall, Tenth Floor
400 Stewart Ave.
Las Vegas, NV 89101

Dear Mayor Goodman:

Thank you so much for meeting with me last week. Pursuant to our discussion, please accept this letter as my formal request that the Las Vegas City Council consider allocating funds to assist with the potential prosecution of cases resulting from the investigation of the Endoscopy Center of Southern Nevada.

As a trial lawyer, I know you are aware that litigation can be expensive. There is no doubt, based upon the nature of the allegations, that the case will be complex. Presently, we have one attorney working in our Major Fraud Unit. I anticipate we will have to assign three prosecutors, one legal secretary and one investigator to work on the case.

I truly appreciate your consideration of this issue. Please call me if you should require further information.

Very truly yours,

DAVID ROGER
District Attorney

DR/kjk

Attachment Three

The executed contract between ChartOne and the Las Vegas Metropolitan Police
Department.

CONTRACT FOR MAINTENANCE AND DISSEMINATION OF MEDICAL RECORDS

The contract is made and entered into this 24 day of APRIL of 2008, by and between LAS VEGAS METROPOLITAN POLICE DEPARTMENT (hereinafter referred to as LVMPD), and CHARTONE, INC (hereinafter referred to as ChartOne) for maintenance and dissemination of medical records in the custody of LVMPD (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, in its scope of conducting an investigation LVMPD legally seized approximately 2000 boxes containing patient healthcare records.

WHEREAS, patients have a vital need to have access to their healthcare records.

WHEREAS, LVMPD does not have the technical or professional expertise to manage or disseminate healthcare records.

WHEREAS, ChartOne has represented to LVMPD that it has the technical and professional expertise to manage and disseminate healthcare records.

WHEREAS, if patient health care records are not accessible to patients and their healthcare providers as soon as possible it may lead to the impairment of the health, safety or welfare of the public.

WHEREAS, the Sheriff of Clark County, Nevada, declares that an emergency exists pursuant to NRS §332.112.

NOW, THEREFORE, LVMPD and ChartOne agree as follows:

SECTION I: RESPONSIBILITY OF ChartOne

- A. It is understood that in the performance of the services herein provided for, ChartOne shall be, and is, an independent contractor, and is not an agent, representative or employee of LVMPD and shall furnish such services in its own manner and method except as required by this Contract. Further, ChartOne has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by ChartOne in the performance of the services hereunder. ChartOne shall be solely responsible for, and shall indemnify, defend and hold LVMPD harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. ChartOne acknowledges that ChartOne and any subcontractors, agents or employees employed by ChartOne shall not, under any circumstances, be considered employees

of the LVMPD, and that they shall not be entitled to any of the benefits or rights afforded employees of LVMPD, including but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits for or on behalf of ChartOne or any of its officers, employees or other agents.

- C. ChartOne shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by ChartOne, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, ChartOne shall follow practices consistent with generally accepted professional and technical standards for its industry.
- D. It shall be the duty of ChartOne to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. ChartOne will not produce a work product which violates or infringes on any copyright or patent rights. ChartOne shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the LVMPD of any products or services furnished by ChartOne shall not in any way relieve ChartOne of responsibility for the professional and technical accuracy and adequacy of its work. LVMPD's review, approval, acceptance, or payment for any of ChartOne's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and ChartOne shall be and remain liable for all damages to LVMPD caused by ChartOne's performance or failure to perform under this Contract, in accordance with the terms of this Contract.
- E. Each party agrees that its officers and employees will cooperate with the other party hereunder in the performance of services under this Contract and will be available for consultation with each other at such reasonable times with advance notice as to not conflict with their other responsibilities.
- F. ChartOne has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the LVMPD.
- G. The rights and remedies of the LVMPD provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION II: RESPONSIBILITY OF LVMPD

- A. LVMPD agrees that its officers and employees will cooperate with ChartOne in the performance of services under this Contract and will be available for consultation

with ChartOne as such reasonable times with advance notice as to not conflict with their other responsibilities.

- B. The services performed by ChartOne under this contract shall be subject to review for compliance with the terms of this Contract by LVMPD's representative, Captain Al Salinas, telephone number (702) 828-3425 or his designee. LVMPD's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform ChartOne by written notice before the effective date of each such delegation.
- C. The review comments of LVMPD's representative may be reported in writing as needed to ChartOne. It is understood that LVMPD's representative's review comments do not relieve ChartOne from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. LVMPD shall provide ChartOne a secured facility for performing its services. At a minimum the space provided will:
 - 1. Be suitable for maintenance and dissemination of the healthcare records;
 - 2. Have open shelving for storage of the healthcare records;
 - 3. Have telephone lines and data ports for two fax machines and one voice line;
 - 4. Availability to high speed internet access (wired or wireless)
 - 5. Have an employee office area with restroom access;

SECTION III: SCOPE OF WORK

- A. ChartOne shall remove the approximately 2000 cartons of healthcare records from LVMPD's temporary storage area and transport the cartons to a location as designated by LVMPD and accepted by ChartOne for permanent storage.
- B. ChartOne will remove the files from the cartons and place the files onto open shelving in a true Alpha system.
- C. ChartOne will provide mobile carts to stage and move files within the facility.
- D. Approximately 100,000 files will be indexed.
- E. ChartOne will create an electronic master index of all files which will include: last name, first name, date of birth and/or social security number and location of recovery of the file by LVMPD (location of the medical facility from which the file was seized).
- F. ChartOne agrees to begin transfer of the records from the temporary site to the permanent site within seven (7) days of execution of this agreement.

- G. ChartOne estimates that all files will be sorted into a true Alpha system within thirty (30) days of reaching the permanent storage site.
- H. ChartOne agrees that urgent requests for files will be fulfilled during the thirty (30) day sorting period.
- I. ChartOne agrees to dedicate one (1) full time employee (FTE) for the purpose of fulfilling record requests. It is anticipated that one FTE can fulfill fifty (50) requests per day. If the volume of requests exceeds by twenty percent for any consecutive two month period, or for any three month period during any annual period, either party may request an additional FTE be added at the same cost as stated in SECTION V (1)(A)(2) and in compliance with SECTION IV.
- J. ChartOne agrees to dedicate one (1) FTE for the purpose of a telephone service support. It is anticipate that this FTE will only be needed for ninety (90) days.
- K. ChartOne agrees to keep records of call volume.
- L. ChartOne agrees that LMVPD may have full access to all files and will provide notice to ChartOne of any such access. LVMPD may remove original files and substitute the same with a copy. LVMPD will be fully responsible for the chain of custody of any files it accesses.
- M. Fees for copying and delivery of files;
 - 1. Except as otherwise agreed to in writing by the parties, ChartOne shall be responsible for collecting fees from third party Requestors (defined below) in accordance with ChartOne's policies and procedures, including requiring prepayment before the release of Medical Records.
 - 2. Subject to Section V.A.6. and beginning with the second request, ChartOne acknowledges that it will charge individual patients "a reasonable cost-based fee" in accordance with Section 164.524(c)(4) of the Privacy Regulations. Since the Comments to this section note that the "fees for copying and postage provided under state law ... are presumed reasonable" ChartOne will charge individuals the per page fess as set forth under then-current state law (\$.60 per page).
 - 3. Should LVMPD request that ChartOne release Medical Records to a third-party, prior to prepayment or contrary to ChartOne's then current practices, LVMPD agrees to pay the rate of \$0.25 per page. In addition, all third party requests that are not paid within 180 days will be charged to LVMPD at \$0.25 per page
 - 4. The following is a list of ChartOne's standard Requestor types which represents the different categories of release of information Requestors and whether they are billable or non-billable for purposes of calculating fees:

Requestor types: Attorney (ATT), Subpoena (SUB), Disability (DIS), Copy Service (CPY), Workers Comp (WOR), Patients (PAT), Claims (CLA), Quality Improvement Organizations (QIO), Government (GOV), which includes police departments and state rehabilitation offices, Underwriters (UND), Other (OTH), which includes all other request not included under any other Requestor type, In-House (INH) which includes LVMPD's internal departments and transfers, and Free (FRE) which includes non-staff physicians, continuing care and military service recruiters (each, a "Requestor").

Billable Requestor	Non-Billable Requestor
ATT	INH
SUB	FRE
DIS	GOV (GOV requests should be forwarded to LVMPD for LVMPD to fulfill)
CPY	
WOR	
PAT	
CLA	
UND	
OTH	

6. Postage: The following outlines which party is responsible for providing postage: ChartOne is responsible for postage for Billable requests. However, in return for services provided LVMPD will pay the third-party cost of delivery for non-billable requests. ChartOne will invoice LVMPD monthly for actual postage of non-billable requests.

- N. Additional terms and conditions regarding the services to be performed by ChartOne and agreed to by LVMPD are contained in Exhibit A (MASTER PROFESSIONAL SERVICES AND EQUIPMENT AGREEMENT), attached to this Contract, and incorporated herein by reference. Any conflict between the terms and conditions in this Contract and Exhibit A shall be governed by this Contract.

SECTION IV: CHANGES TO SCOPE OF WORK

No services for which an additional compensation will be charged by ChartOne shall be furnished without the written authorization of the LVMPD.

SECTION V: COMPENSATION AND TERMS OF PAYMENT

- A. LVMPD agrees to pay ChartOne for the performance of services as follows:
1. \$1.55 per file, 100,000 minimum (includes: transportation from temporary site to permanent site, sorting, indexing);

2. \$7,000 per month for one (1) FTE (includes: all telephone, fax, copy and computer equipment);
 3. \$7,000 per month for one FTE (includes: all telephone, fax and computer equipment) for telephone service support. It is anticipated that telephone service support will only be needed for the first ninety (90) days of this Contract. LVMPD and ChartOne agree that LVMPD can provide thirty (30) day notice to cancel service call support after the first 90 days of service.
 4. Postage costs, if any, will be billed at actual rate and invoiced monthly.
 5. Copying costs for LVMPD, if any, will be billed at \$.25 per page and invoiced monthly.
 6. Patient requests, will be billed to LVMPD at \$.25 per page and the actual rate of postage with a limit of one request per patient. In the event patient requests a second copy during a 12 month period, patient will pay ChartOne per ChartOne's prepayment policy.
- B. All payments shall be due within 45 calendar days after date of the invoice for services rendered.
- C. Invoices shall be submitted within 5 calendar days of the end of each month to LVMPD, Attn: Finance, 3141 Sunrise Avenue, Las Vegas, Nevada 89101.

SECTION VI: TERM

The initial term of this Contract shall be for one (1) year. This Contract shall renew automatically for successive one (1) month terms unless terminated as set forth herein.

SECTION VII: SUBCONTRACTS

- A. Services specified by this contract shall not be subcontracted by ChartOne, without prior written approval of LVMPD, which approval shall not be unreasonably withheld. All subcontractors will be subject to background checks conducted by the LVMPD. The background check may consist of a criminal history as well as a personal finance history, depending on the subcontractor and the nature of the services being performed. The LVMPD retains the right to deny any subcontractor, based on an unsatisfactory background check.
- B. Approval by LVMPD of ChartOne's request to subcontract or acceptance of or payment for subcontracted work by LVMPD shall not in any way relieve ChartOne of responsibility for the professional and technical accuracy and adequacy of the work. ChartOne shall be and remain liable for all damages to LVMPD caused by negligent performance or non-performance of work under this contract by ChartOne's subcontractor or its sub-subcontractor.

- C. The compensation due under Section V shall not be affected by LVMPD's approval of ChartOne's request to subcontract.

SECTION VIII: MISCELLANEOUS PROVISIONS

A. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this contract through no fault of the terminating party (i.e., a material breach); but only after the other party is given:
 - i. not less than 30 calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part by LVMPD for its convenience after the initial four months of service; but only after ChartOne is given:
 - i. not less than 60 calendar days written notice of intent to terminate during the initial term (one year) thereafter not less than 30 days calendar days written notice of intent to terminate ; and
 - ii. an opportunity for consultation with LVMPD prior to termination
3. If termination for material breach is effected by LVMPD, LVMPD will pay ChartOne that portion of the compensation which has been earned as of the effective date of termination but:
 - i. no amount shall be allowed for anticipated profit on performed or unperformed services or other work..
4. Upon receipt or delivery by ChartOne of a termination notice, ChartOne shall promptly discontinue all services affected (unless the notice directs otherwise, at ChartOne's reasonable discretion) and deliver or otherwise make available to LVMPD's representative, copies of all LVMPD confidential information and/or medical records in ChartOne's possession.
5. Upon termination, LVMPD may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event ChartOne shall choose to cease conducting business, LVMPD shall have the

right to make an unsolicited offer of employment to any employees of ChartOne assigned to the performance of this Contract.

6. If after termination for failure of ChartOne to fulfill contractual obligations it is determined that ChartOne has not so failed, the termination shall be deemed to have been effected for the convenience of LVMPD.
7. The rights and remedies of the LVMPD and ChartOne provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
8. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of either party's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within such party's control.

B. Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit LVMPD's financial responsibility as indicated in sections 2 and 3 below.
2. Notwithstanding any other provision of this Contract, this Contract shall terminate and LVMPD's obligations under it shall be extinguished at the end of the fiscal year in which LVMPD fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. LVMPD's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized by LVMPD until such time as ChartOne is given notice that LVMPD has failed to appropriate monies for continuance of this Contract. LVMPD's current fiscal year ends June 30, 2008, and LVMPD warrants that it currently has sufficient appropriations for the period ending June 30, 2008. LVMPD cannot guarantee, but does not anticipate any problems with, obtaining sufficient funding for the ensuing fiscal year. LVMPD hereby agrees that it has made, or will make, reasonable efforts to obtain sufficient funding for the ensuing fiscal year.

C. Covenant Against Contingent Fees

ChartOne warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, LVMPD shall have the right to annul this

Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount or such commission, percentage, brokerage, or contingent fee.

D. Gratuities

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

E. Insurance

ChartOne shall obtain and maintain the insurance coverages required in Exhibit B attached hereto and incorporated herein by this reference. ChartOne shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverages in its prices.

F. Indemnity

LVMPD and ChartOne both expressly reserve every right to indemnity and contribution granted under Nevada law for any losses, liabilities, claims, demands or causes of action for property damage or personal injuries or other damages arising out of this Contract. CHARTONE'S ENTIRE LIABILITY, AND LVMPD'S EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM ARISING UNDER OR RELATED IN ANY WAY TO THIS AGREEMENT, SHALL BE LIMITED TO THE RECOVERY OF LVMPD'S ACTUAL DIRECT DAMAGES WHICH SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY LVMPD TO CHARTONE UNDER THE INITIAL TERM OF THIS CONTRACT. IN NO EVENT SHALL CHARTONE BE LIABLE TO LVMPD FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR LOST PROFITS, REVENUES, DATA OR OPPORTUNITIES EVEN IF CHARTONE HAS BEEN ADVISED OF THE POSSIBILITY OF SAME OR EVEN IF SAME WERE REASONABLY FORESEEABLE.

G. Audits

The performance of this Contract by ChartOne is subject to review by LVMPD to insure Contract compliance. Upon reasonable advanced written notice, ChartOne agrees to provide LVMPD any and all reasonable information requested that relates to the performance of this Contract. All requests for information will be in writing to ChartOne. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the contract.

H. Covenant

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

I. Assignment

Any attempt by ChartOne to assign or otherwise transfer any interest in this Contract without the prior written consent of LVMPD shall be void. Notwithstanding the foregoing, this Agreement may be assigned by either party, to an entity that is an affiliate or successor in interest to such party.

J. Governing Law

Nevada law shall govern the interpretation of this Contract.

K. Confidential Treatment of Information

ChartOne shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract. Confidentiality and Non-disclosure Agreements will be required of all ChartOne employees associated with this PROJECT.

L. Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO LVMPD:

Captain Al Salinas
Las Vegas Metropolitan Police Department
3141 Sunrise Avenue
Las Vegas, Nevada 89101
Facsimile No. (702) 828-8118
E-Mail: c3178s@lvmpd.com

TO ChartOne:

ChartOne, Inc.

Three New England Executive Park
Burlington, MA 01803
Attn: Contracts and Legal Services Department
Facsimile No. (866) 473-0800
E-mail: contracts@chartone.com

N. Entire Contract And Modification.

This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

O. Execution

This Agreement may be executed in two or more counterparts (via facsimile or otherwise), each of which shall be deemed an original and all of which together shall constitute one instrument.

P. Licensed Software

At no additional charge to LVMPD, ChartOne will provide the following Licensed Software for LVMPD's use:

eWebRelease software - to enable LVMPD's Authorized Users to view and print scanned medical record images for a period of 90 days.

Q. LVMPD acknowledges and understands that ChartOne may electronically deliver medical records data via the License Software referenced above. Requestors who have access to the Licensed Software have been assigned unique user names and passwords via a separate contract with ChartOne and such access is limited to such requestors' specific requests and authorizations.

R. LVMPD hereby agrees that it will not request that ChartOne take any personnel action that is in violation of public policy and all Federal, State and Local laws regarding employment and discrimination including but not limited to Civil Rights Act of 1964, The Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, False Claims Act, ADEA, IRCA, Health Insurance Portability and Accountability Act, Federal Sentencing Guidelines, Balanced Budget Amendment and OIG Hospital Compliance Program Guidance.

IN WITNESS WHEREOF, the parties have caused this Contract for Maintenance and Dissemination of Medical Records to be executed the day and year first above written.

LAS VEGAS METROPOLITAN

POLICE DEPARTMENT

By: 
DOUGLAS C. GILLESPIE
Sheriff

ChartOne, Inc.

By: _____
George Abatjoglou
Chief Financial Officer

Approved as to Form:

LAS VEGAS METROPOLITAN
POLICE DEPARTMENT

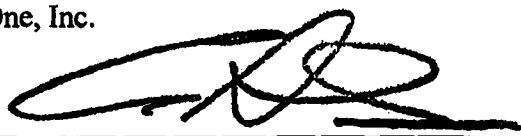
By: 
Liesl Freedman
General Counsel

IN WITNESS WHEREOF, the parties have caused this Contract for Maintenance and Dissemination of Medical Records to be executed the day and year first above written.

LAS VEGAS METROPOLITAN
POLICE DEPARTMENT

By: _____
DOUGLAS C. GILLESPIE
Sheriff

ChartOne, Inc.

By: 
George Abatjoglou
Chief Financial Officer

Approved as to Form:

LAS VEGAS METROPOLITAN
POLICE DEPARTMENT

By: _____
Liesl Freedman
General Counsel

EXHIBIT "A"

MASTER PROFESSIONAL SERVICES AND EQUIPMENT AGREEMENT

This Master Professional Services and Equipment Agreement (the "Agreement") is entered into by and between ChartOne, Inc. ("ChartOne"), a Delaware corporation with offices located at Three New England Executive Park, Burlington, MA and Las Vegas Metropolitan Police Department ("LVMPD"), whose principal office is located at 3141 Sunrise Avenue, Las Vegas, NV 89101.

The parties hereby agree as set forth below.

1. Definitions. For the purposes of this Agreement:

1.1 "Authorized User" shall mean any personnel authorized by LVMPD to have direct access to Licensed Software or a Database and/or to receive a copy of a Medical Record from a Database for purposes of this Agreement.

1.2 "Data" shall mean any and all portions of the information contained in paper, interfaced, or imaged Medical Records provided to ChartOne by LVMPD.

1.3 "Database" shall mean a collection of the Data stored on one or more Servers owned or controlled by ChartOne or by its third party licensors that contains certain full-text searchable fields, which are computer-accessible and retrievable by Authorized Users by use of such record-locator information.

1.4 "Delegated Administrator" shall mean LVMPD personnel who are appointed by LVMPD to designate and manage Authorized Users and who have agreed to comply with the terms of this Agreement

1.5 "Documentation" shall mean the printed or electronic material relating to the description and operation of any Licensed Software or Database such as user manuals, training manuals, technical manuals, and product and service brochures, and any updated versions thereof provided to LVMPD.

1.6 "Downtime" shall mean any period of time when the Licensed Software or Database is off-line to Authorized Users for more than fifteen consecutive minutes. Downtime does not include scheduled maintenance, packet loss or network/internet unavailability caused by third parties or LVMPD or LVMPD's computer systems, electricity outages, connectivity or other operational matters, or any other event beyond ChartOne's reasonable control.

1.7 "Equipment" shall mean any and all equipment and materials, including but not limited to, any hardware (and related software) provided by ChartOne

1.8 "Licensed Software" means any software or applications licensed or otherwise made available by ChartOne to LVMPD incident to the provision by ChartOne of any ChartOne service.

1.9 "Medical Record(s)" shall mean an image or paper-based patient medical record owned or created by LVMPD.

1.10 "MPI" shall mean master patient index.

1.11 "Servers" shall mean those servers and other hardware and third party software that shall be used by ChartOne to provide ChartOne services.

1.12 "Services" shall mean the services that are set forth in the applicable Contract

2. Services and Equipment

2.1 2.2 Time of Performance. ChartOne shall perform Services during regular business hours and subject to its holiday schedule (to be provided upon request); to the extent ChartOne's and LVMPD's holiday schedules are in conflict, the parties will mutually agree upon which days ChartOne employees shall have time off.

2.3 Equipment. All right, title and interest in and to any Equipment provided by ChartOne shall remain with ChartOne and LVMPD shall have use of and access to such Equipment solely for the purposes set forth in this Agreement.

3. Licenses.

EXHIBIT "A"

3.1 **Application of Section.** The terms of this section apply only if LVMPD purchases Services that require the use of any Licensed Software or Database.

3.2 **Grant of License.** Subject to the terms and conditions of this Agreement ChartOne grants to LVMPD a limited, non-transferable, non-exclusive, terminable, worldwide license to access and use the Licensed Software or Database.

3.3 **Scope of Rights.** Subject to the terms and conditions of this Agreement LVMPD may:

(i) Use the Licensed Software and Database solely for LVMPD's business of providing health care and related administrative services;

(ii) Make a reasonable number of copies of the Documentation for LVMPD's internal use only, provided that ChartOne's copyright and other proprietary legends are reproduced on each copy.

3.4 **Restrictions.** In addition to other restrictions set forth in this Agreement LVMPD may not:

(i) Use, copy, make derivatives, modify or distribute the Licensed Software or Database, or any portion thereof, except as expressly authorized under this Agreement;

(ii) Rent, lease, re-license or otherwise permit access to the Licensed Software or Database to any third party who is not an Authorized User;

(iii) Use any reverse compilation, de-compilation or disassembly techniques or similar methods to determine any design structure, concepts and construction method of the Licensed Software or Database or replicate the functionality of the Licensed Software or any thereof for any purpose; or

(iv) Remove the labels or any proprietary legends from the Licensed Software or Database or any part thereof.

3.5 **Access Procedures: Password Security.**

3.5.1 ChartOne shall provide passwords allowing the Delegated Administrator(s) to give Authorized Users access to the Licensed Software or Database. LVMPD shall: (a) ensure that passwords are disclosed only to Authorized Users and not to any other individual; (b) be responsible for assigning roles and authority levels with respect to LVMPD access to the Licensed Software or Database; and (c) be responsible for the conduct of individuals to whom it provides access to the Licensed Software or Database.

3.5.2 LVMPD shall establish and maintain lists of Delegated Administrator(s) and Authorized Users and comply with ChartOne procedures for verification of Authorized Users, revision of access rights to Licensed Software and Databases, maintenance of security, and assignment and use of passwords. LVMPD shall notify ChartOne immediately in writing if the security or integrity of a password or authority level has been compromised. LVMPD shall be fully responsible, and indemnify and hold ChartOne harmless, for any charges, costs, expenses, and third party claims that may result from unauthorized use of or access to any Licensed Software or Database, including, without limitation, any unauthorized use of any Equipment or unauthorized disclosures of Medical Records, occurring as a result of activity on the LVMPD premises or access to the LVMPD computer systems from outside the LVMPD premises.

3.5.3 ChartOne reserves the right to deny or revoke any right of access to any person who ChartOne reasonably believes is violating, has violated, or may violate, any of ChartOne's access procedures. ChartOne reserves the right to change access procedures from time to time.

3.6 **Access to Data.** LVMPD acknowledges and agrees that all Data generated by and through LVMPD's use of Licensed Software or a Database shall be collected and reside on ChartOne's Server. LVMPD will continue to own all Data. ChartOne shall have access to such Data to the extent necessary to perform its obligations under the Agreement.

3.7 **Additional LVMPD Obligations.** LVMPD shall be responsible for meeting the customer requirements, for effectively installing, operating and maintaining effective third-party access to any Licensed Software or Database. LVMPD also will:

(i) Maintain sole responsibility for all clinical and diagnostic activity at the LVMPD and for the implementation and operation of all accounting, management and reporting systems and audit functions which are not expressly to be provided by ChartOne. ChartOne shall not be held responsible for any such functions as a result of providing any Services or Equipment to LVMPD;

EXHIBIT "A"

(ii) Comply at all times with applicable laws relating to the provision of Data and obtain any necessary governmental authorization for the offsite storage of Medical Records (and will provide a copy of such authorization to ChartOne upon request);

(iii) Collect and transport Medical Records to the site designated by LVMPD;

(iv) If a data communication interface is required between LVMPD system(s) and a Database, provide local technical and systems support at LVMPD to assist in establishing such interface; and

(v) If LVMPD's MPI is required for ChartOne to perform the Services, provide a timely data feed, as a comma separated text file or a real-time HL7 interface, of LVMPD's MPI to populate, and to be linked with, the Database. Each data feed must contain, at least, the following elements: Medical Record Number, First Name, Middle Initial, Last Name, Gender, Social Security Number, Episode Number (Account Number), Patient Type, Discharge Service, and Date of Birth, Admission Date and Discharge Date in CCYYMMDD format. LVMPD agrees to provide the initial MPI feed to ChartOne within 30 days of the effective date of the Agreement.

3.8 Authorized User Support. Support and hosting services will be provided to LVMPD's Authorized Users

3.9 Scheduling Maintenance. ChartOne may perform maintenance from time to time and will use commercially reasonable efforts to schedule any downtime for maintenance outside of LVMPD's normal business hours and to notify the Delegated Administrator(s) of any such maintenance at least 48 hours in advance.

3.10 Downtime Credits. Exclusive of scheduled maintenance ChartOne shall use commercially reasonable efforts to ensure that Downtime does not exceed one percent of the time during any calendar month (i.e., total Downtime during a 30 day month not to exceed 7.2 hours). If total Downtime during any calendar month exceeds one percent per the calculation above, LVMPD shall be entitled to a credit in an amount equal to one month's access fees, but only if LVMPD requests the credit in writing within five business days of the services-affecting event(s). Credits issued under this Downtime Credits section shall constitute LVMPD's sole remedy and ChartOne's sole and exclusive liability for any Downtime.

3.11 On-Line Conduct. Neither party hereto shall, in connection with any use of any Licensed Software or Database or Services provided under this Agreement and, upload, store, post, e-mail, distribute, publish or otherwise disseminate any material that: (a) is harmful, threatening, obscene, vulgar, abusive, or unlawful, or which promotes or sponsors any activity of like nature, (b) violates any third-party privacy right, copyright or other intellectual property right or any contractual obligation or fiduciary obligation of LVMPD, (c) contains any viruses or any other software designed to interrupt or damage the operations of any Equipment, or (d) contains any other harmful or damaging program which can, among other things, circumvent third-party proprietary rights or filters.

3.12 Title. LVMPD understands that ChartOne reserves all rights not expressly granted hereunder and retains all its right, title, and interest in and to, and that the license granted by ChartOne hereunder transfers neither title nor proprietary or other intellectual property rights to, the Licensed Software and Database. The Licensed Software is protected by copyright and other proprietary rights of ChartOne and/or third party software vendors. If the Licensed Software includes software licensed to ChartOne by a third-party vendor, such vendor is a third party beneficiary hereof and LVMPD may be held directly responsible by such vendor for acts relating to the Licensed Software that are not authorized by this Agreement. Without limitation of the foregoing, portions of the imaging technology of ChartOne are copyrighted by Accusoft Corporation and other portions are copyrighted by Pixel Translations, a division of ActionPoint, Inc.

4. Fees and Terms of Payment.

4.1 Terms of Payment. In the event a Tax Exempt Certificate is not supplied to ChartOne, LVMPD shall promptly pay ChartOne for any taxes and duties which are required to be collected or paid by ChartOne, excluding taxes on ChartOne's net income, and all amounts owed to ChartOne, in full, without deduction and net of all applicable taxes, within 30 days of the date of invoice.

5. Confidentiality.

5.1 Confidential Information Defined. A party's confidential information shall include all proprietary information and related materials of the other party, including Licensed Software and any Database as well as any Documentation, software, systems, source code, or technology (including, without limitation, infrastructure designs, data, analyses, compilations, studies, assumptions, characteristics and other materials) contained therein or related thereto; any other business, financial, technical, marketing, strategic, development or similar information received from the other party that is not generally available in the public domain, or any other information or material that is designated as confidential, or that, because of the nature of the information being disclosed and/or the circumstances surrounding its disclosure, would be deemed, or the receiving party should know is,

EXHIBIT "A"

confidential, whether or not communicated orally, electronically, in writing or any other medium of expression (all of the foregoing being collectively defined as "Confidential Information").

5.2 Protection. Each party shall hold the other party's Confidential Information in strict confidence and shall protect the other party's Confidential Information using the same standard of care that it applies to its own Confidential Information, but not less than a reasonable degree of care. The foregoing obligation of Confidentiality shall not apply to any information of the disclosing party that (i) the receiving party can prove by clear and convincing evidence (a) is generally available in the public domain through no fault or breach on the part of the receiving party or (b) was developed by employees or agents of such party independently of and without reference to any information communicated to such party by the other party or (ii) is otherwise required to be disclosed by operation of law provided, however, such party shall provide prompt prior written notice thereof to the other party to enable the other party to seek a protective order or otherwise prevent or minimize such disclosure.

6. HIPAA; Business Associate.

6.1 Application of Section. The terms of this HIPAA Business Associate section shall apply to the extent that ChartOne, as a "Business Associate" of LVMPD, receives from or on behalf of LVMPD, Protected Health Information ("PHI") as the same is defined in the privacy regulations promulgated pursuant to HIPAA, the Health Insurance Portability and Accountability Act of 1996, (the "Privacy Regulations") and to the extent LVMPD is considered a Covered Entity thereunder. For purposes of this Agreement, PHI may include electronically transmitted Protected Health Information (ePHI). Capitalized terms not otherwise defined in this Section shall have the meaning given to such term in the Privacy Regulations. The Parties agree to take such action as is necessary to amend the Agreement or this Section from time to time to ensure LVMPD's compliance with the Privacy Regulations.

6.2 Proper Use of PHI. With regard to the use or disclosure of PHI. ChartOne hereby agrees to:

6.2.1 Use or further disclose PHI only as permitted or required by the Agreement, as Required By Law, or for the proper management and administration of its business.

6.2.2 Use appropriate safeguards to maintain the security of PHI and to prevent unauthorized use or disclosure of PHI.

6.2.3 Implement Administrative, Physical and/or Technical Safeguards that will reasonably and appropriately protect the confidentiality, integrity and availability of all PHI that ChartOne receives, creates, maintains or transmits on behalf of LVMPD.

6.2.4 Mitigate, to the extent practicable, any harmful effect that is known to ChartOne of an unauthorized use or disclosure of PHI by ChartOne.

6.2.5 Report to LVMPD any unauthorized use or disclosure of PHI of which ChartOne becomes aware.

6.2.6 Ensure that any agent or subcontractor to whom ChartOne provides PHI received from, or created or received by ChartOne on behalf of LVMPD agrees to the same restrictions and conditions that apply to ChartOne pursuant to this Agreement.

6.2.7 Provide access in a reasonable time and manner as requested by LVMPD, to PHI in a Designated Record Set to LVMPD or to an Individual in order to meet the requirements under 45 CFR 164.524.

6.2.8 Make any amendments to PHI in a Designated Record Set that LVMPD directs or agrees to pursuant to 45 CFR 164.526 at the request of LVMPD or an Individual, and in a reasonable time and manner as requested by LVMPD.

6.2.9 Subject to the attorney-client and other legal privileges, make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by ChartOne on behalf of, LVMPD available to the LVMPD, or upon the reasonable prior written request of LVMPD or the Secretary, to the Secretary for purposes of the Secretary determining LVMPD's compliance with the Privacy Regulations.

6.2.10 Document for, and provide to, LVMPD, in a reasonable time and manner as requested by LVMPD, such disclosures of PHI and information related to such disclosures that will enable LVMPD to create a response to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

6.2.11 Upon termination of the Agreement for any reason, ChartOne shall return or destroy all PHI in its possession received from LVMPD, or created or received by ChartOne on behalf of LVMPD. This provision shall apply to PHI that is in the possession of subcontractors or agents of ChartOne. ChartOne shall retain no copies of PHI. In the event that ChartOne

EXHIBIT "A"

determines that returning or destroying the PHI is infeasible, ChartOne shall extend the protections of this HIPAA Business Associate section to such PHI.

6.3 Use of PHI. Except as otherwise limited herein, ChartOne may use or disclose PHI to perform its obligations under this Agreement.

6.4 LVMPD Obligations. LVMPD hereby agrees to:

6.4.1 Provide ChartOne with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect ChartOne's permitted or required uses and disclosures hereunder.

6.4.2 Notify ChartOne in writing and in a timely manner of any restriction to the use or disclosure of PHI that LVMPD has agreed to in accordance with 45 CFR 164.522.

6.4.3 Not request ChartOne to use or disclose PHI in any manner that would not be permissible under the Privacy Regulations if done by LVMPD.

7. Term and Termination.

7.1 Effect of Termination. Upon expiration of the Term or termination of this Agreement:

7.1.1 the licenses and rights granted hereunder shall automatically terminate; and

7.1.2 LVMPD will, within ten days of the date of termination or expiration, at ChartOne's option, either return all copies of any Confidential Information and other materials related to the Licensed Software to ChartOne or destroy the original and all copies and parts thereof and certify in writing its compliance with said requirement.

7.2 Return of Data. Upon LVMPD's written request, and payment of the related fees, ChartOne shall use reasonable efforts to return all Data to LVMPD in an electronic format within 60 days of any termination of the Agreement.

8. Warranties and Disclaimers.

8.1 Warranty of LVMPD. LVMPD represents and warrants that it has the legal right and authority to perform its obligations hereunder and that it has all the necessary approvals and consents required to provide access to and disclose PHI to ChartOne for purposes of ChartOne's performance under this Agreement.

8.2 Warranty as to Services. ChartOne shall perform the Services hereunder in a workmanlike manner consistent with industry standards and practices. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES AND ANY EQUIPMENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND CHARTONE DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.3 Licensed Software and Database.

8.3.1 The terms of this subsection shall apply only if LVMPD purchases or utilizes Services that require the use of any Licensed Software or Database.

8.3.2 ChartOne warrants that the Licensed Software or Database will perform substantially in accordance with the Documentation and that it will use commercially reasonable efforts to ensure a secure environment.

8.3.3 LVMPD acknowledges that ChartOne will use commercially reasonable efforts to provide uninterrupted availability of the Licensed Software and Database, but cannot guarantee the Licensed Software or Database, or any portions thereof, will be uninterrupted, secure, timely, virus-free or error free, nor make any warranties as to the accuracy, reliability, or content of any information or service contained in or provided through any Services.

8.4 Medical Records. LVMPD represents and warrants that: (a) it is the legal custodian of the Medical Records and it has the right and authority to provide ChartOne with all Data and other materials required hereunder; (b) it will use reasonable efforts to ensure that any Data submitted to ChartOne via electronic media will be free of viruses; and (c) anyone submitting Data to

EXHIBIT "A"

ChartOne for use in connection with the Services has legal authority to do so, either through ownership of the Data or by obtaining appropriate authorizations therefore, and that submission of Data does not violate any contracts, agreements, or any applicable law. LVMPD is responsible for all Data that is submitted to ChartOne for use in connection with the Services. Any unauthorized posting or submitting of third party copyrighted, trademarked, or other legally protected materials is prohibited and may (at the discretion of ChartOne) result in a termination or suspension of access.

8.5 No Disqualification. ChartOne represents and warrants to LVMPD that ChartOne has not been excluded from participation in any Federal healthcare program as defined in 42 U.S.C. § 1320a-7b(f).

8.6 No Violations. LVMPD hereby agrees that it will not request that ChartOne take any personnel action that is in violation of public policy or any federal, state or local laws regarding employment and/or discrimination.

8.7 Third Party Errors. ChartOne is not responsible and shall not be liable for LVMPD's inability to use any software or Database due to errors in functionality of any third party hardware or software used by LVMPD in conjunction with any Services as such errors are beyond ChartOne's control.

8.8 Unauthorized Access to Data. ChartOne is not responsible and shall not be liable for any disclosure, misuse, modification, or loss of Data or access to account information by anyone accessing such Data or information using LVMPD's user passwords or those of any of its Authorized Users.

8.9 Accuracy of Data. LVMPD understands and agrees that ChartOne will rely solely upon LVMPD to ensure the accuracy and completeness of Data, as LVMPD recognizes that it is impossible for ChartOne to assure the accuracy, completeness, and sufficiency of Data. ChartOne shall not be liable for damage or deficiency with respect to Medical Records attributable to defects in, or damage to, original paper Medical Records imaged by ChartOne, except to the extent any such damage or deficiency is due to the negligent activities of ChartOne.

9. General.

9.1 Non- Solicitation of Employees. Each party acknowledges that the other party invests substantially in recruiting, testing and training of its employees. Accordingly, each party agrees that during the Term of this Agreement and for a period of six months thereafter, neither party may hire any employee of the other party, unless the hiring party first obtains the advance written consent of the other party,

9.2 Notice. All notices required or permitted to be sent hereunder shall be in writing and shall be deemed delivered when delivered in person, via facsimile with confirmation, via electronic mail, or deposited in the United States mail, postage prepaid, addressed as follows:

Notice to ChartOne	Notice to LVMPD
ChartOne, Inc. Three New England Executive Park Burlington, MA 01803 Attention: Contracts and Legal Services Department Facsimile: 866-473-0800 E-mail: contracts@chartone.com	Name: <u>Las Vegas Metropolitan Police Department</u> Address: <u>3141 Sunrise Avenue</u> Address: <u>Las Vegas, NV 89101</u> Attention: <u>Captain Al Salinas</u> Facsimile: <u>702-828-8118</u> E-mail: <u>c3178s@lvmpd.com</u>

9.3 Waiver. The failure of either party to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provision, nor in any way affect the right of either party to enforce each and every provision of this Agreement thereafter.

9.4 Severability. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, such provision shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remainder of this Agreement.

9.5 Publicity. LVMPD hereby acknowledges and agrees that ChartOne may name LVMPD as a purchaser of its services and products in ChartOne's marketing materials and press releases.

9.6 Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of their obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, act of war, act of terrorism, fire, natural disaster, accident, act of government, shortages of materials or supplies, or any other cause beyond the control of such party.

EXHIBIT "A"

9.7 Attorneys Fees. In the event either party commences any action or proceeding under this Agreement to enforce any right or remedy hereunder, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

9.8 Assignment. Neither this Agreement nor any of the benefits hereof shall be assignable by either party without the prior written consent of the other party. Notwithstanding the foregoing, this Agreement may be assigned by either party, to an entity that is an affiliate or successor in interest to such party.

9.9 Survival. The following provisions shall survive the expiration or termination of this Agreement: Restrictions; Title; Confidentiality; HIPAA; Term and Termination; Indemnification; Limitation of Liability; and Warranties and Disclaimers;

EXHIBIT B
CONTRACT FOR MAINTENANCE AND DISSEMINATION
OF MEDICAL RECORDS
INSURANCE REQUIREMENTS

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

1. **Format/Time:** ChartOne shall provide LVMPD with Certificates of Insurance in its standard format, for coverages as listed below within **10 calendar days** of request by LVMPD. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
2. **Best Key Rating:** LVMPD requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
3. **LVMPD Coverage:** LVMPD, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. ChartOne's insurance shall be primary as respects LVMPD, its officers and employees.
4. **Endorsement/Cancellation:** ChartOne's general liability insurance policy shall be endorsed to recognize specifically ChartOne's contractual obligation of additional insured to LVMPD and must note that LVMPD will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any material policy changes..
5. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$100,000.
6. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
7. **Commercial General Liability:** Subject to Paragraph 6 of this Exhibit, ChartOne shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.
8. **Automobile Liability:** Subject to Paragraph 6 of this Exhibit, ChartOne shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by ChartOne and any auto used for the performance of services under this Contract.
9. **Professional Liability:** ChartOne shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the LVMPD.
10. Intentionally omitted.
11. **Workers' Compensation:** ChartOne shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D,

inclusive, provided, however, a ChartOne that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the ChartOne has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

12. **Failure To Maintain Coverage:** If ChartOne fails to maintain any of the insurance coverages required herein, LVMPD may withhold payment, order ChartOne to stop the work, declare ChartOne in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. LVMPD may collect any replacement insurance costs or premium payments made from ChartOne or deduct the amount paid from any sums due ChartOne under this Contract.
13. **Additional Insurance:** ChartOne is encouraged to purchase any such additional insurance as it deems necessary.
14. **Damages:** ChartOne is required to remedy all injuries to persons and damage or loss to any property of LVMPD, caused in whole or in part by ChartOne, their subcontractors or anyone employed, directed or supervised by ChartOne.
15. **Cost:** ChartOne shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
16. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.
17. **Insurance Form Instructions:** The following information must be filled in by ChartOne's Insurance Company representative:
 - 1) Insurance Broker's name, complete address, phone and fax numbers.
 - 2) ChartOne's name, complete address, phone and fax numbers.
 - 3) Insurance Company's Best Key Rating
 - 4) Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) General Aggregate (\$2,000,000)
 - (E) Products-Completed Operations Aggregate (\$2,000,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) Each Occurrence (\$1,000,000)
 - (H) Fire Damage (\$50,000)
 - (I) Medical Expenses (\$5,000)
 - 5) Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
 - 6) Worker's Compensation
 - 7) Description: Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 - 8) Certificate Holder:

Las Vegas Metropolitan Police Department
c/o Purchasing and Contracts Division
3141 Sunrise Avenue
Las Vegas, Nevada 89101

**THE CERTIFICATE HOLDER, LAS VEGAS METROPOLITAN POLICE DEPARTMENT,
MUST BE NAMED AS AN ADDITIONAL INSURED.**

9) Nevada Resident Agent Signature

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
04/24/2008PRODUCER (781)447-5531 FAX (781)447-7230
Mason & Mason Technology Insurance Services, Inc.
458 South Ave.
Whitman, MA 02382
Judy YearyTHIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED ChartOne, Inc

Three New England Exec. Park
Suite 200
Burlington, MA 01803

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Federal Insurance Company

20281

INSURER B: Executive Risk Indemnity, Inc.

000080

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	35887430	12/31/2007	12/31/2008	EACH OCCURRENCE \$ 1,000,000
	☒	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐	CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				
☒		POLICY ☐ PRO-JECT ☐ LOC				
A		AUTOMOBILE LIABILITY	73550206	12/31/2007	12/31/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒	ANY AUTO				BODILY INJURY (Per person) \$
	☐	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☐	HIRED AUTOS				
☐	NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		☐ ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY	79863613	12/31/2007	12/31/2008	EACH OCCURRENCE \$ 10,000,000
	☒	OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 10,000,000
						\$
	☐	DEDUCTIBLE				\$
	☒	RETENTION \$ 0				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	NOT BROKERED BY MASON & MASON			WC STATU-TORY LIMITS ☐ OTH-ER \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B		OTHER Errors and Omissions	82095260	12/31/2007	12/31/2008	Per Claim- \$10,000,000 Deductible - \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

It is agreed that the Las Vegas Metropolitan Police Department and Clark County are included as additional insured as respects general liability as required by written contract per the terms of the policy. 30 day notice of cancellation except for non-payment of premium which is 10 days per state statute. Chubb AM Best Rating is A+
"Contract for maintenance and dissemination of medical records"

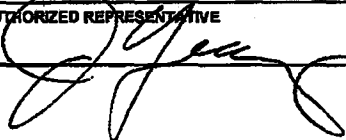
CERTIFICATE HOLDER

Las Vegas Metropolitan Police Department
Purchasing and Contracts Division
3141 Sunrise Ave.
Las Vegas, NV 89101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Insured Name:
CHARTONE, INC.

Policy No. 3588-74-30 BOS

Effective date DECEMBER 31, 2007

Policy Period: DECEMBER 31, 2007
to DECEMBER 31, 2008

Name of Company:
FEDERAL INSURANCE COMPANY

COMMISSION ADVICE

***** COUNTERSIGNING COMMISSION ADVICE *****

The above referenced producers' commission reflects the adjustment for Countersigning Fees as per the following:

COUNTERSIGNING AGENT:

06902-000
CRAGIN & PIKE INC
2603 W. CHARLESTON BLVD.
LAS VEGAS, NV 891020000

STATE:
TYPE OF COVERAGE:
PREMIUM FOR STATE:
COUNTERSIGN AMOUNT OF COMMISSION:

NEVADA
MOD PKG
\$ 626.00
2.25%
\$ 14.09
12.74%
\$ 79.81

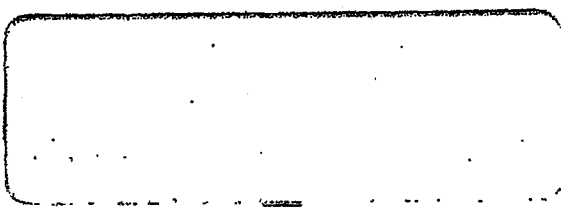
PRODUCER SHARE OF COMMISSION:

TOTAL WRITTEN PREMIUM:
COMMISSION PERCENT:
TOTAL COMMISSION DOLLARS:

\$ 45,656.00
15.00%
\$ 6,848.40

COUNTERSIGNER'S SHARE OF COMMISSION:
PRODUCER'S SHARE OF COMMISSION:

\$ 14.09
\$ 6,834.31



PHILIP WELLESLEY MASON	
License Number 86821	
National Producer No. 2584189	
is licensed to engage in the business of insurance in the State of Nevada in the capacity stated below, subject to applicable laws and regulations.	
LICENSE TYPE	EFFECTIVE DATE
Non-Resident Producer	05-28-2002
QUALIFICATIONS	EXPIRATION DATE
Casualty, Property	06-01-2008



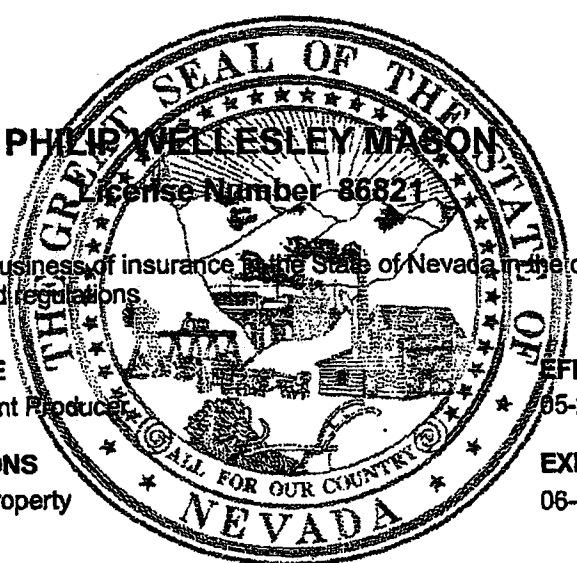
Licensee must notify the Division of any change of address within 10 days of the change.

A licensee cannot produce business until the agent is appointed with the insurer.

Affiliations to a firm will not print on your license. If you are licensed to act on behalf of a firm, it is your responsibility to transact business within the scope of that license.

If you would like a list of your current firm affiliations, send a request with a self-addressed postage paid return envelope to the Division of Insurance.

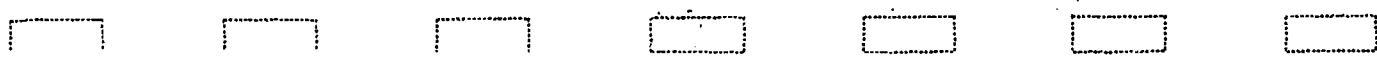
PHILIP WELLESLEY MASON	
License Number 86821	
is licensed to engage in the business of insurance in the State of Nevada in the capacity stated below, subject to applicable laws and regulations.	
LICENSE TYPE	EFFECTIVE DATE
Non-Resident Producer	05-28-2002
QUALIFICATIONS	EXPIRATION DATE
Casualty, Property	06-01-2008



MASON, PHILIP WELLESLEY
MASON MASON TECHNOLOGY INS SVCS INC
458 SOUTH AVENUE
WHITMAN, MA 02382

OFFICE OF THE ATTORNEY GENERAL
RECEIVED
JUL 1 2002

The license must be conspicuously displayed in your place of business that is open to the public.



Attachment Four

A fax received on April 28, 2008 from the Southern Nevada Health District.
The second page indicates that \$100,000 would be allocated towards "Hepatitis C Patient
Medical Records Management"

Nevada Department of Health and Human Services
HEALTH DIVISION
(hereinafter referred to as the DIVISION)

HD Amendment #: 08248-1
HD Contract #: 08248
Program #: ASPR 03-07
Budget Account #: 3218
Category #: 23
GL #: 8503

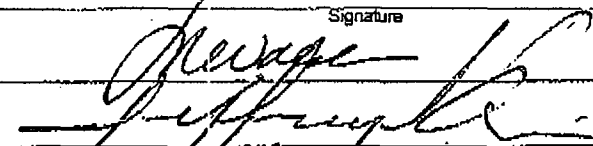
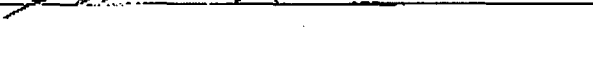
SUBGRANT AMENDMENT #1

Program Name: Public Health Preparedness Bureau of Health Planning & Statistics Nevada State Health Division		Subgrantee Name: Southern Nevada Health District (SNHD)	
Address: 4150 Technology Way, Suite 200 Carson City, Nevada 89706-2009		Address: P.O. Box 3902 Las Vegas, NV 89127	
Subgrant Period: February 15, 2008 through August 9, 2008		Subgrantee EIN#:	88-0151573
		Subgrantee Vendor#:	T27001231B
Source of Funds: Assistant Secretary for Preparedness & Response	% of Funds: 100%	CFDA#: 93.889	Federal Grant #: 1 U3REP070018-01-00

Amendment #1: Increase in budget in the amount of \$100,000 for patient medical records management as a result of the Hepatitis C public health emergency.

Current		Amount	Change	Revised		Amount
1	Personnel	\$		1	Personnel	\$
2	Contractual	\$		2	Contractual	\$
3	Travel	\$		3	Travel	\$
4	Equipment	\$		4	Equipment	\$
5	Supplies	\$		5	Supplies	\$
6	Other	\$	175,154 + 100,000	6	Other	\$ 275,154
7	Indirect	\$		7	Indirect	\$
Total Cost		\$ 175,154		Total Cost		\$ 275,154

By signing this Amendment, the Authorized Subgrantee Official or their designee, Program Manager, Bureau Chief, and Health Division Administrator acknowledge the above as the new standard of practice for the above referenced Subgrant. Further, the undersigned understand this amendment does not alter, in any substantial way, the non-referenced contents of the Original Subgrant Award and all of its Attachments.

Authorized Sub-grantee Official	Signature	Date
SNHD		
Jeff Quinn, MPH Health Program Manager, PHP		4/15/08
Lusana J. Ritch, PhD Chief, BHP&S		4/17/08
Richard Whitley, MS Administrator, Health Division		4/17/08

The budget detail and justification is based on the Office of the Assistant Secretary for Preparedness and Response approved redirect request budget.

OTHER:

Item	Cost	Request
Hepatitis C Patient Medical Records Management	\$100,000	\$100,000
OTHER TOTAL:		\$100,000

- Hepatitis C Patient Medical Records Management – planning for medical records management to allow patients to access seized medical records in order to continue treatment.

----- END OF BUDGET BREAKDOWN -----

SN D
Southern Nevada Health District

April 24, 2008

Via Facsimile 828-3191

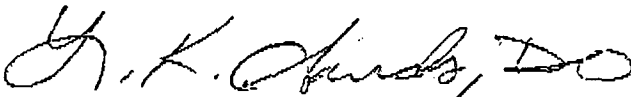
Douglas C. Gillespie, Sheriff
Las Vegas Metropolitan Police Department
400 Stewart Avenue
Las Vegas, NV 89101-2984

Dear Sheriff Gillespie:

Thank you for your letter dated April 21, 2008 expressing your decision to contract directly with a third-party vendor to provide maintenance and dissemination of copies of records in Metro's custody pursuant to executed search warrants. I will continue to work with you to identify and secure resources to assist you in this endeavor.

In this regard, the Health District has received the sum of \$100,000 from the State of Nevada pursuant to a subgrant. Metro's finance representative should contact Michael Walsh at the Health District (759-1204) to facilitate transfer of this sum to your agency. Any and all additional funds that may be received by the Health District and earmarked for this purpose will be made available for transfer upon our receipt.

Sincerely,



Lawrence Sands, DO, MPH
Chief Health Officer

LS/dkl

cc: ☒ Michael Walsh
Director of Administration

RECEIVED

APR 24 2008

Director

Attachment Five

A letter sent to Senator Reid's Office from the Southern Nevada Health District contained itemized requests for services and supplies for the patients of the clinic. The requests are extracted from an email sent on March, 26, 2008 from Dr. Sands.

HEPATITIS C OUTBREAK ASSISTANCE

The following were extracted from Dr. Sands email of 3/26/08:

1. **Initial blood testing of persons notified by the Southern Nevada Health District (SNHD).**

For uninsured and underinsured patients - 15,000 exposures at \$200 per test series:

$$15,000 \times \$200 = \underline{\$3,000,000}$$

2. **Follow-up testing of persons whose initial blood test(s) is(are) positive.**

4% of 60,000 exposures = 2,400 positive tests

Hepatitis C – 2,400 tests at \$521 each = \$1,250,400

Hepatitis B – 1,200 tests at \$ 90 each = 108,000

HIV - 60 tests at \$237 each = 14,220

\$1,372,620

3. **Management of medical records in the possession of the Las Vegas Metropolitan Police Department, and providing patients of the closed endoscopy and gastroenterology clinics access to their medical records in a timely manner.**

Quote from Metropolitan Police:

Company: Chart One

Cost to sort, catalog and distribute medical records
from effected clinics =

\$ 491,000

5. **Maintenance of the community information telephone service (759-INFO) to provide up-to-date information on the outbreak, community resources, the diseases for which people are being tested, and any new notifications that may be required.**

An additional 20,000 calls to the call center are expected.

12,000 staff-handled calls @ \$16.00 each = \$192,000

8,000 auto message calls @ \$ 2.50 each = 20,000

\$ 212,000

6. **Patient education materials**

15,000 fact sheets @ \$0.07 each = \$1,029

7,500 brochures @ \$0.20 each = 1,540

\$ 2,569

8. **Support staff to assist epidemiology investigators with sorting and organizing the increasing number of laboratory results and case reports received by SNHD due to**

the increased number of people being tested in the community, in addition to entering data into computer data bases.

In the next 4 months clerical support for epidemiology to catalog and sort laboratory results:

Disease data collection specialists (2) \$19.75/hr + fringe benefits @ 40%
1,400 hours X \$19.75 plus \$40% F/B = \$ 38,700

*It is recommended that each person testing positive receive the hepatitis A and B vaccine:

2,400 positives x \$42.00 = \$ 100,800
2,400 positive x \$16.00 administrative fee = \$ 38,400

TOTAL REQUEST \$5,256,089