

CONTRACT
Home Health Care Services

THIS CONTRACT is being entered into this _____ day of _____, 2008, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada, having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and PROFESSIONAL HEALTHCARE STAFFING, INC., 2820 West Charleston Blvd., Suite No. 36, Las Vegas, Nevada 89102.

SECTION A – Contract Form

The subject matter of this Contract is the performance of home health care services for the City of Las Vegas.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

- (a.) "Award Date" means the date the Contract is approved by the City Council, which shall be entered into the first paragraph of this Contract.
- (b.) "City" means the City of Las Vegas.
- (c.) "City Council" means the governing body of the City of Las Vegas.
- (d.) "Company" means the individual, partnership, or corporation responsible for the performance of services under this Contract.
- (e.) "Contract" means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.
- (f.) "Deliverable" means any report, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of a Contract.

B-2 Contract Type

This Contract provides for the payment of a fixed price for services performed by the Company.

B-3 Prices/Costs

(a) The City will pay the Company a fixed price amount of Five Hundred Sixty-Seven Thousand, Eight Hundred Ninety-Two dollars (\$567,892.00) for the performance of services in accordance with this Contract in monthly payments.

The City will reimburse the Company a not-to-exceed monthly amount of Twenty-Five dollars (\$25.00) for staff supplies such as toilet paper and paper towels upon invoicing and presentation of receipts.

The City will issue a purchase order in the not-to-exceed amount of \$568,192.00 for the first Contract year.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Monthly Amount</u>
1	Home Health Care Services	12	\$47,324.33
2	Staff Supplies	12	\$ 25.00

(c) The City will pay the Company for any additional or special services, with prior approval in writing by the City's Project Manager, according to the Nevada Workers' Compensation Fee Schedule.

(d) In the case of the patient's absence from the home, the Company may invoice for the first 24 hour period. After that period, a deduction of 1/30th of the monthly invoice will be made for every subsequent complete 24 hour period that the patient is absent from the home.

B-4 Economic Price Adjustment

(a) There may be a change in the Company's prices due to fluctuations in the cost of doing business. In the event of a decrease, the City shall receive the benefit of this change. In the event of an increase, the Company must provide the City with a written request and suitable justification at least thirty (30) calendar days before the price increase would become effective. The City shall determine if the price increase is justified. The Consumer Price Index (CPI) will be used to consider any increase in contract pricing.

(b) Pricing shall remain firm for the initial term of the Contract. Only one escalation request will be considered from the Company on an annual basis at the time of renewal. A contract modification will authorize new pricing.

B-5 Funding

Each Contract year is funded separately. The City will fund the services by issuing a purchase order. The Company is not obligated to incur expenses and the City is not obligated to pay for services until the Company receives a purchase order.

B-6 Performance Period

- (a) The initial Contract term shall be from the Award Date through July 31, 2009. The City has the option of extending the Contract for three (3) one-year periods. Exercise of a one-year option does not commit the City to exercise further options. Notification of any contract extension will be in writing. The Company may request Contract status forty-five (45) days prior to contract expiration.
- (b) The Company may decline the City's extension option by means of written notification thirty (30) days prior to contract expiration.
- (c) The City reserves the right to temporarily extend the Contract up to ninety (90) calendar days from the expiration date, for any reason, at the then current pricing. The City will notify the Company in writing of such an extension.

B-7 Invoices

(a) Upon completion services, the Company shall submit an original invoice each month to:

Insurance Services
Attn: Insurance Manager
City of Las Vegas
400 Stewart Avenue
Las Vegas NV 89101

(b) All invoices should identify the following:

- (i.) Contract No. 080155-CW,
- (ii.) Description of services,
- (iii.) Date of the invoice, and
- (iv.) Include receipts if reimbursement of staff supplies is invoiced.

(c) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas or any other source."

(d) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made within thirty (30) calendar days.

SECTION C – Statement of Work

C-1 Scope of Services

(a) The Company shall provide comprehensive home nursing services to a ventilator-dependent quadriplegic. These nursing services will be provided by a Licensed Nurse and a Certified Nursing Assistant and consist of:

1. Transfer of patient from bed to chair or chair to bed, using Hoyer lift, as necessary
2. Transfer of patient from chair to chair, as necessary
3. Transfer of patient from chair to tub/tub to chair, as necessary
4. Personal grooming, such as bathing, shaving, brushing of teeth, dressing patient
5. Administration of required prescription medications
6. Maintenance of the ventilator program
7. Suctioning of patient, as needed
8. Performance of daily bowel program
9. Feeding patient
10. Assist the physical therapist assigned by the City in performing regular physical therapy activities with the patient
11. General nursing care, as required

(b) Specifically exempted from these scope of services would be driving services, housekeeping services, and laundry services, other than the incidental services provided in the course of caring for the patient. For example, after changing the bed, the licensed nursing personnel could be asked to put the soiled bedding in the washer; or in the event of a spill during a meal or bath, the licensed nursing personnel could be expected to clean the area affected by the spill.) However, licensed nursing personnel would not be asked to perform general housekeeping or laundry duties.

C-2 Reporting

The Company will work closely with the City's Large Case Management Nurse to monitor and coordinate a comprehensive care plan. Reports will include daily care notes and monthly, comprehensive reporting, as well as additional notification and documentation when circumstances such as unexpected illness or hospitalizations warrant additional communications. Required reports are to be sent in with the monthly invoice.

SECTION D – Special Clauses

D-1 Legal Notice

- (a.) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
 Manager, Purchasing and Contracts
 City Hall, First Floor
 400 Stewart Avenue
 Las Vegas, Nevada 89101-2986
 Fax: (702) 384-9964

FOR THE COMPANY: Professional Healthcare Staffing, Inc.
 Attn. George McKee, President/Administrator
 2820 West Charleston Blvd., Suite No. 36
 Las Vegas, Nevada 89102
 Phone: (702) 362-0711
 Fax: (702) 362-8222
 Email: Mckeelv@aol.com

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

D-2 Contract Manager

The City designates Vicki Robinson, Manager, Insurance Services, as the Contract Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Contract Manager change. The Contract Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract regarding the City's goals and policies. The Contract Manager is not authorized to waive or change any material terms of the Contract.

D-3 Project Manager

The Company shall assign a qualified manager to act as Project Manager to oversee the Contract. The Project Manager shall be the primary point of contact for all issues involving payments, quality, service complaints, and other matters arising under this Contract. The Project Manager shall be available to meet with the City's Program Administrator to discuss Contract status or issues as the need arise. The Company's associates and employees shall serve under the personal supervision of the Project Manager.

D-4 Warranty – Services

The Company warrants that the services shall be performed in full conformity with this Contract and applicable professional standards. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-5 Licenses/Registrations

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses and registrations applicable to the work performed under this Contract. The Company shall ensure that all personnel performing work under this Contract possess appropriate licenses and/or registrations and/or accreditations required under state or local law, for the particular services being performed. The Company shall provide evidence of such licenses or registrations when requested by the City, and failure to maintain such licenses or registrations is considered a material breach of this Contract, and will subject the Company to termination under General Clauses E-4, "Termination for Default".

D-6 Order of Precedence

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment and Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-6/5/02]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) In the event that arbitration is originated by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-6/5/02]

(a.) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b.) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-6/5/02]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-6/5/02] R

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

(i) Perform the services under Section C, "Statement of Work" (including, if applicable, delivering any software, goods, or documentation required there under) within the time specified in this Contract or any extension;

(ii) Make progress, so as to endanger performance of this Contract; or

(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within thirty (30) calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1, "Legal Notice" of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods, for up to sixty (60) days. However, the Company shall continue the work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3, "Termination for Convenience".

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and

Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

E-5 Insurance [CAO-6/5/02] R

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage:

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract.

(ii) Comprehensive General Liability Insurance covering bodily injury (including wrongful death) and property damage with respect to the Company's officer, employees, and agents and vehicles assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 combined single limit per occurrence and \$1,000,000.00 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis.

(iii) Professional Liability Insurance (Errors and Omissions coverage) insuring against the negligent acts or omissions of the Company, its officer, employees and agents in a policy limit of not less than \$2,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis.

(b) The City shall be named as an additional insured party under the General Liability Insurance Coverage, Professional Liability Insurance and Industrial/Workers Compensation Insurance, and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of "A VII" or higher.

(c) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the City.

(d) Certificates indicating that such insurance is in effect shall be delivered to the City within ten (10) days after the Award Date of this Contract, or before work commences, whichever is earliest. The Company shall maintain coverage for the duration of this Contract. It is further agreed that the Company and/or insurance carrier shall provide the City with a thirty (30) day advanced notice of policy modification or cancellation.

(e) Should the Company fail to carry the required insurance, the City has the option to purchase replacement insurance and charge the costs back to the Company.

E-6 Indemnification [CAO-6/5/02] R

(a) In addition to the insurance requirements set forth in Paragraph E-5, "Insurance", the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be

recovered from or sought against the City, or any of them, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City. The City for its protection may retain any money due and owing the Company under this Contract. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(b) It is expressly agreed that the Company shall defend the City, and each of them, against the Liabilities and in the event that the Company fails to do so, the City, and each of them, shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

(c) To the extent a claim is not covered by the required insurance, each party agrees that each party's total liability for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the total amount of this Agreement. To the extent a claim is covered by the required insurance, each party's total liability will be limited to the amount of required insurance.

E-7 Assignment [CAO-6/5/02]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-6/5/02]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-6/5/02]

- (a.) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- (b.) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-6/5/02]

(a) The Company agrees to maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Contract for a period of three (3) years after completion of this contract and any subsequent extensions thereof. All records subject to

audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Company goes out of existence, the Company shall turn over to the City all of its records relating to this Contract to be retained by the City for the required period of time.

(b) The Company agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the City desires concerning Company's operation hereunder. The Company further understands and agrees that said inspection and audit would be exercised upon written notice. If the Company or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, Company agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representative(s) find that the records and books delivered by the Company are incomplete, the Company agrees to pay the City or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the Company's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Company further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

(c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-6/5/02]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party

E-12 Severability [CAO-6/5/02]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-6/5/02]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. It shall be the responsibility of the Company to furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-6/5/02]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Section and Paragraph Headings [CAO-6/5/02]

The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-6/5/02]

- (a.) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b.) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

E-17 Integration [CAO-6/5/02]

This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

E-18 Public Records [CAO-6/5/02]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-19 Confidentiality – City Information [CAO-6/5/02]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or

(iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-20 Marketing Restrictions [CAO-6/5/02]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-21 Limitation of Funding [CAO-6/5/02]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. the order, the City and Company shall agree on an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

E-22 Changes – Fixed-Price Services [CAO-6/5/02]

- (a.) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
 - (i.) Description of services to be performed.
 - (ii.) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii.) Place of performance of the services.
- (b.) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- (c.) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.
- (d.) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.
- (e.) Failure to agree to any adjustment shall be a dispute under Paragraph E-1, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.
- (f.) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Date</u>	<u>Pages</u>
None			

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY
Manager - Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Robert Sylvain 7-10-08
Date

**PROFESSIONAL HEALTHCARE STAFFING,
INC.**

GEORGE MCKEE
President/Administrator

"Company"