

Modification No. 4
Software Support, Training and Professional Services

THIS MODIFICATION NO. 4 is being entered into this _____ day of _____, 2009, 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 AON eSOLUTIONS, INC. (hereinafter the "Company") having its principal office at Bishop Ranch 8, 5000 Executive Parkway, Suite 340 San Ramon, California, 94583.

The Contract between the City and the Company, dated December 15, 2004, with Modification No. 1 dated August 19, 2005, Modification No. 2 dated November 30, 2006, and Modification No. 3 dated June 26, 2009, is hereby modified as follows:

1. Paragraph B-3 Prices/Costs - 9. Add Maintenance for IVOS CMS Module license at \$3,375.

Delete: Annual Fee \$23,738

Replace with: Annual Fee \$27,113.

2. Paragraph B-3.1 Prices/Costs. Modify paragraph to add the CMS MMSEA Module.

INSERT: CMS MMSEA Module Not-To-Exceed Amount \$15,000

3. Paragraph B-3.12. Add paragraph 12 to list Total Contract Value.

ADD:

12. Total Contract Value: The total contract value is increased by \$18,375 from \$337,501 to \$355,876.

4. C-2 Licensed Software. Add IVOS CMAS Module.

The Company shall provide Licensed Software that meets the functionality and specifications set forth within Attachment 7 "CMS MMSEA Section 111 Medicare Secondary Payer Mandatory Reporting Liability Insurance (Including Self-Insurance), Workers' Compensation User Guide" under the terms and conditions of this Contract.

5. C-4 Application Hosting Services Provided. Add CMS Module to list.

ADD TO LIST:

- IVOS CMS Module

6. C-7 Maintenance and Support Services. Paragraph (a). Add IVOS CMS Module to list. Add Paragraph (h).

ADD TO (a) LIST:

- IVOS CMS Module

ADD PARAGRAPH (h):

(h) The Company will provide the CMS MMSEA Module as set forth in Attachment 7 "CMS MMSEA 111 Medicare Secondary Payer Mandatory Reporting".

7. E-6 Indemnification [CAO-6/5/02] R. Add section (e).

(e) CMS Module Right of Indemnification. The parties hereto acknowledge that the Federal Government has imposed certain reporting requirements on Licensee in connection with the payment of worker compensation or other liability claims resulting from injuries to its employees and/or members of the public. In fulfillment of that

obligation, Licensee has purchased the CMS Module from Licensor for the purpose of meeting the reporting requirements of the Federal Government. Notwithstanding the indemnification obligation of Licensor set forth above in Section E-6, Licensee agrees to waive its right of indemnification from Licensor for the regulatory fines or penalties imposed against Licensee by the Federal Government resulting from the CMS Module failing to properly report Licensee's payment of worker compensation or other liability claims of injuries suffered by Licensee's employees and/or members of the public, unless such failure is the result of the willful or gross negligent act or omission on the part of Licensor. The waiver granted herein goes into effect only after Licensor has incurred an aggregate liability of \$10,000 for each year that this Contract is in effect; for any such regulatory fines or penalties; such that Licensor's total aggregate liability per year for such fines or penalties will never exceed \$10,000.

8. Section F – List of Attachments/Exhibits. Add Attachment 7.

ADD:

<u>Identifier</u>	<u>Title/Text Reference</u>	<u>Date</u>	<u>Pages</u>
Attachment 7	CMS MMSEA Section 111 Medicare Secondary Payer Mandatory Reporting Updated Version as found on http://cms.hhs.gov/mandatoryinsrep	Version 2.0 July 31, 2009 or latest version	223

9. General. In the event of any conflict between the Contract, as unmodified and this modification, the provisions of Modification No. 4 take precedence. All other contract terms and conditions remain unchanged.

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IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 4 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

ATTEST:

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

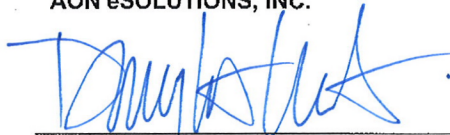
Beverly K. Bridges, CMC
City Clerk

APPROVED AS TO FORM:

John S. Richella
Deputy City Attorney

10/21/09
Date

AON eSOLUTIONS, INC.



DOUG WILSON, Global Director of
Operations and Administration

"Company"