



together better

CLARK COUNTY, NEVADA

**RFQ NO. 607465-25
HOMEMAKER HOME HEALTH AIDE SERVICES**

ADL HOME CARE INC. DBA ADL HOMECARE
NAME OF FIRM
David Rees President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
5028 Alta Drive Las Vegas, Nevada 89107
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
702-933-9770
(AREA CODE) AND TELEPHONE NUMBER
702-933-9773
(AREA CODE) AND FAX NUMBER
<u>DavidRees@adlhomecare.com</u>
E-MAIL ADDRESS

HOMEMAKER HOME HEALTH AIDE SERVICES

This Contract is made and entered into this _____ day of _____ 2025, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and ADL HOME CARE INC. DBA ADL HOMECARE (hereinafter referred to as PROVIDER), for HOMEMAKER HOME HEALTH AIDE SERVICES (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from date of award through June 30, 2026, with the option to renew for 4, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT**A. Compensation**

COUNTY agrees to pay PROVIDER for the performance of services described in Exhibit A - Scope of Work, subject to COUNTY'S fiscal limitation, for the rates cited in Exhibit A, Scope of Work, Section H - Compensation and in accordance with appropriated funds issued via purchase order for the COUNTY'S fiscal year. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Progress Payments

PROVIDER will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in the Scope of Work (Exhibit A).

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. For time and materials contracts, time is to be defined as an hourly rate prorated to the ¼ hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this Contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>.
 - c. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.

- d. A "BUDGET SUMMARY COMPARISON" which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
 - e. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
 5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
 6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
 7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
 8. Invoices shall be submitted via email to: CCSSFiscalServices@ClarkCountyNV.gov.

D. COUNTY'S 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 COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to PROVIDER.

SECTION III: SCOPE OF WORK

Services to be performed by PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time request changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER 'S cost or time required for performance of any services under this Contract, PROVIDER shall notify COUNTY in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change. An equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be amended in writing accordingly.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY 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. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or shall, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees shall cooperate with COUNTY in the performance of services under this Contract and shall be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER shall follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER 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. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER'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 PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.

- I. The rights and remedies of COUNTY 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 VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER is liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Jose Alcazar, Assistant Manager, Adult Care Services, telephone number (702) 455-4270 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and will inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY will assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.

SECTION IX: SUSPENSION AND TERMINATION

- A. Suspension
COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY will pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. the opportunity to cure;
 - b. not less than ten (10) calendar days written notice of intent to terminate; and
 - c. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount will be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount will be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER'S default.
 - b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
 - c. If after termination for failure of PROVIDER to fulfill contractual obligations it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY will have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, 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 PROVIDER'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

SECTION XI: NOTICES

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 COUNTY: Clark County Social Service
Attention: Jose Alcazar
1600 Pinto Lane
Las Vegas, Nevada 89106
Email: jose.alcazar@Clarkcountynv.gov

TO PROVIDER: ADL Home Care Inc. dba ADL Homecare
Attention: David Rees
5028 Alta Dr.
Las Vegas, Nevada 89107
Email: DavidRees@adlhomecare.com

SECTION XII: MISCELLANEOUS

- A. Independent Contractor
PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, 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. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.
- B. Immigration Reform and Control Act
In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will verify the identity and employment eligibility of anyone employed under this Contract.
- C. Non-Discrimination/Public Funds
The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.
- D. Assignment
Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.
- E. Indemnity
PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and their employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.
- F. Governing Law
Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY 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, COUNTY shall be entitled:
 - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
 - b. 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 COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to PROVIDER. 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.

I. Covenant

PROVIDER 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. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.

M. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

N. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

O. Force Majeure

PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

P. Severability

If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.

Q. Non-Endorsement

As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

R. Public Records

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.

S. Companies that Boycott Israel

PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

PROVIDER:
ADL HOME CARE INC.
DBA ADL HOMECARE

By:  _____
DAVID REES
President

5/12/2025
DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: *Sarah Schaerrer*
Sarah Schaerrer (Jun 25, 2025 13:01 PDT)
SARAH SCHAERRER
Deputy District Attorney

Jun 25, 2025

DATE

EXHIBIT A HOMEMAKER HOME HEALTH AIDE SERVICES SCOPE OF WORK

Clark County Code 2.48.010 requires COUNTY on behalf of the Department of Social Service to provide homemaking and personal care services to eligible Clark County residents. The Homemaker Home Health Aide Program (HHHA) provides general homemaker assistance to individuals in an effort to maintain placement in their own homes rather than being placed in institutions.

A. DEFINITIONS

- a. "Client" shall mean an eligible individual who will receive HHHA services under an in-home care setting as determined by COUNTY.

B. PROVIDER RESPONSIBILITIES

- a. PROVIDER shall deliver homemaker home health aide services to individuals over the age of 18 with a medical condition that impacts their ability to complete tasks independently in an effort to delay or prevent unnecessary institutionalization.
 - i. Services shall include, but are not limited to:
 - 1. Personal Hygiene,
 - a. Including all "non-weight bearing" personal care assistance.
 - 2. Nutrition,
 - a. Including meal preparation.
 - 3. Light housekeeping, and
 - 4. Miscellaneous duties
 - a. Including grocery shopping, laundry, prescription pickup and linen changes
- b. PROVIDER is responsible to provide the required personal protective equipment necessary for staff to provide these services.
- c. PROVIDER shall deliver any of the above services to clients deemed eligible by the COUNTY in independent living situations as specified in each client's AGREEMENT FOR PLAN OF CARE (Attachment 1) or as approved by written authorization from COUNTY.
 - i. Exhibit A and Attachment 1 are not a fully inclusive list.
 - ii. All services listed in Exhibit A and Attachment 1 must be provided.
 - iii. Transportation service shall only be provided with prior written approval from COUNTY.
- d. PROVIDER shall deliver services to all areas of Clark County, including the outlying towns of Searchlight, Cal-Nev-Ari, Laughlin, Overton, Sandy Valley, Mesquite, Logandale, Jean and the Moapa Indian Reservation, as well as in the Metropolitan Las Vegas area which includes Boulder City, Henderson, North Las Vegas, and the City of Las Vegas.
 - i. PROVIDER shall be available Monday through Friday 7:00 AM through 5:00 PM as well as evening, weekends and COUNTY holidays.
 - ii. PROVIDER must deliver services within seven (7) working days of COUNTY'S request.
- e. PROVIDER shall submit a summary invoice for all services rendered utilizing the HHHA SUMMARY INVOICE (Attachment 2) as well as all supporting copies of CLIENT ASSIGNMENT SHEET (Attachment 3) on a monthly basis.
 - i. Attachment 3 shall state the name of the client, type of service rendered, actual time of arrival and departure, name of the home health aide, dates of service and a verifying signature of the client.
 - 1. PROVIDER's employee shall provide a written description of the services provided on that date.
 - 2. Incomplete or inaccurate reporting may result in delayed or denied payment.
 - ii. PROVIDER shall submit monthly statements for payment.
- f. PROVIDER shall ensure that its employees complete a CLIENT RECEIPT (Attachment 4) whenever monetary transactions transpire between a client and the PROVIDER'S employee(s).
 - i. Attachment 4 must accompany its corresponding Attachment 3 for the corresponding date of the transaction and be forwarded to the COUNTY at the time of billing.
- g. PROVIDER shall report to COUNTY within 24-hours any situation which would necessitate a prompt response by the PROVIDER and of immediate interest to COUNTY.

- i. Situations may include but are not limited to:
 - 1. Change in occupancy,
 - 2. Death,
 - 3. Illness,
 - 4. Hospitalization,
 - 5. Injury,
 - 6. Accident,
 - 7. Fire, and/or
 - 8. Any other such urgent matter.
- h. PROVIDER must make available any records in regard to matters covered by this CONTRACT for audit, examination, and/or review upon request at any time during normal operating hours to COUNTY and its representatives including COUNTY contracted and internal auditors.
- i. PROVIDER shall perform all requirements which are detailed in ASSURANCES (Attachment 5) to fulfill the COUNTY'S obligations imposed by local, state and federal laws and regulations.
- j. PROVIDER shall furnish COUNTY'S representative(s) with copies of all PROVIDER'S correspondence to regulatory agencies for COUNTY'S review and approval prior to sending any such correspondence.
- k. PROVIDER will hire, administer, supervise and train appropriate personnel to accomplish the requirements specified in this CONTRACT.
 - i. PROVIDER'S associates, subcontractors, principals, officers and employees shall be fingerprinted and must pass a Nevada State and local security background investigation prior to being assigned any services.
 - ii. Compliance with the requirements contained in this clause shall be at no expense to COUNTY.
- l. PROVIDER'S employees who provide services to COUNTY clients must meet the minimum requirements as outlined in, HOMEMAKER WORKER MINIMUM QUALIFICATIONS (Attachment 6).
- m. PROVIDER'S employees providing direct services to a HHHA client are required to participate in and successfully complete an approved training program.
 - i. The training program shall include basic training, periodic and continuing in-service training, and on-the-job instruction and supervision.
 - ii. Each direct service employee must be evaluated and determined competent prior to providing service to a HHHA client.
- n. PROVIDER must arrange training for all staff in accordance with regulation established by NAC 449.3977 <https://www.leg.state.nv.us/nac/nac-449.html>
 - i. Training must include the following subjects:
 - 1. Policies, procedures and expectations of the PROVIDER, including staff, client and PROVIDER'S rights and responsibilities,
 - 2. Record keeping and reporting, including billing and daily record documentation,
 - 3. Information about the specific needs and goals of the clients to be served,
 - 4. Recognition and prevention of abuse of older persons,
 - 5. Confidentiality,
 - 6. Care of the client, home, and personal belongings
 - 7. And any and all other trainings required by the Department of Health and Human Services Nevada Division of Public and Behavioral Health (DPHB).
- o. PROVIDER shall submit proof that its employees have received training for bathing assistance, as well as annual training geared at recognizing and reporting suspected elder abuse.
 - 1. Such proof shall be provided upon demand by COUNTY as well as at annual COUNTY audits.
- p. PROVIDER shall be subject to a continuous evaluation process by COUNTY from data obtained and collected from QUALITY ASSURANCE SURVEY/ASSESSMENT (Attachment 7).
 - i. Evaluation will be based on client's responses and basic administrative standards; including punctuality in submitting required administrative data and correct administrative procedures.
 - ii. Unsatisfactory evaluation results that remain uncorrected for ten (10) working days after COUNTY has given written notice, shall establish sufficient cause for COUNTY to immediately terminate this CONTRACT.

- q. PROVIDER and COUNTY hereby agree to amend this CONTRACT should such modification be required by the United States Department of Health and Human Services or the State Department of Human Resources, and/or any applicable federal statutes or regulations.

C. COUNTY RESPONSIBILITIES

- a. COUNTY will determine and provide service requirements for each individual client.
- b. COUNTY agrees to provide PROVIDER with copies of COUNTY'S required forms, including Attachments 1, 2, 3, 4, 5, 6, and 7.
- c. COUNTY shall provide staff contact information to PROVIDER. COUNTY staff are available between the hours of 7:00 AM to 5:00 PM, Monday through Friday, excluding holidays.
- d. COUNTY staff will provide clarification of program service guidelines and notify PROVIDER of changes in client services.

D. BACKGROUND CHECKS AND SERIOUS OCCURENCES

- a. PROVIDER'S employees and volunteers working under this CONTRACT, including owners, officers, administrators, managers, and consultants must undergo state and federal criminal background checks a minimum of every five (5) years, and as indicated to ensure no convictions of applicable offenses have occurred.
 - i. Documentation of the request and applicable results must be maintained in the personnel record and made available to COUNTY upon demand.
 - ii. Prior to the provision of any reimbursable activity provided to any COUNTY client, all personnel, including volunteers, must have the criminal background check initiated by the hiring/employing agency through the State of Nevada, Department of Public Safety <http://dps.nv.gov/>
 1. PROVIDER is required to initiate diligent and effective follow-ups to obtain results for background checks within 90 days of submission of fingerprints and continue until results are received.
 - iii. COUNTY will not enter into contract with any entity convicted of a felony or misdemeanor for any offense which the Nevada Department of Public Safety determines is inconsistent with the best interest of clients.
 - iv. COUNTY may revoke or suspend CONTRACT with PROVIDER if PROVIDER:
 1. Or its any of its staff has been convicted of any offense as described in NRS 449.174, <https://www.leg.state.nv.us/nrs/nrs-449.html>
 2. Upon receiving information resulting from the criminal background check or from any other source, continue to employ a person who has been convicted of an offense described in NRS 449.174,
 3. Does not take timely and appropriate action as a result of the background check as outlined by the State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health (DPBH), <http://dpph.nv.gov/>
 - a. If any employee believes that the information provided as a result of the criminal background check is incorrect, he or she must immediately inform PROVIDER and COUNTY in writing within five (5) calendar days.
 - b. PROVIDER and COUNTY may give the employee a reasonable amount of time, but not more than 60 days, to provide corrected information.
 - c. Employee must be removed from providing services to any COUNTY client until the issue has been resolved.
 - v. PROVIDER must report to COUNTY all serious occurrences involving the client, PROVIDER'S staff, or anything affecting PROVIDER'S ability to deliver services.
 1. Serious occurrences must be submitted with 24-hours of discovery.
 2. The documentation supporting the serious occurrence must be maintained in the client's file.
 3. Serious occurrences involving either the PROVIDER'S staff or client may include, but are not limited to the following:
 - a. Suspected physical or verbal abuse,
 - b. Criminal activity,
 - c. Sexual harassment,

- d. Sexual abuse,
- e. Injuries requiring medical intervention,
- f. Suicidal ideation,
- g. Attempts of self-harm,
- h. Death of the client,
- i. Theft,
- j. Exploitation,
- k. Medical or medication error,
- l. Loss of contact with the client, and/or
- m. Unexplained hospital visit.

E. RECORDS

- a. PROVIDER may only provide and bill for services that have been identified in this CONTRACT, and that have been authorized by COUNTY.
- b. PROVIDER must maintain financial records, supporting documentation, and all other records relating to services provided under this CONTRACT.
- c. PROVIDER must retain records for a period pursuant to COUNTY retention policy.
 - i. These records must be maintained by PROVIDER for at least seven (7) years after the date the invoice is paid.
 - 1. Overpayments are subject to recovery by COUNTY.
- d. PROVIDER must maintain all required records for each employee of the agency, regardless of length of employment.
- e. PROVIDER must maintain the required record for each client who has been provided services, regardless of length of service period. Documents on each client will reflect dates, times and reasons for admission, leaves, transfers and discharges.

F. LICENSURE NOTIFICATIONS

- a. PROVIDER shall render service only during such period that PROVIDER has been issued a state license from the State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health, Bureau of Health Care Quality and Compliance (HCQC) in accordance with Nevada Revised Statute (NRS) Chapter 449 and Nevada Administrative Code (NAC) Chapter 449 or the equivalent licensing agency for the state in which the PROVIDER'S facility is located, and only during such period of time as PROVIDER is in full compliance or has been conditionally exempted from all applicable federal, state and local laws, regulations and standards.
- b. PROVIDER shall assure that its services are in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and any other regulations.
 - i. Other related statutes and regulations:
 - 1. NRS Chapter 200
 - 2. NRS Chapter 232
 - 3. NRS Chapter 422A
 - 4. NRS Chapter 426
 - 5. NRS Chapter 427A
 - 6. NRS Chapter 449
 - 7. NAC Chapter 426
- c. PROVIDER shall possess and submit verification to COUNTY of all required State of Nevada Professional Licenses and registrations as a Homemaker Home Health Aide Provider, including any business licenses and any licenses required by DPBH Board of Health for providers of In-Home Personal Care Services prior to award of CONTRACT.
- d. PROVIDER shall possess valid state professional licenses and certificate for the state in which the PROVIDER is located including, but not limited to the Administrator's License.
- e. PROVIDER must provide a copy of the state license issued by DPBH, HCQC or other state agency's licensure to the Clark County Purchasing and Contracts Division before beginning any service under this CONTRACT.
- f. PROVIDER must include coverage for sexual molestation and physical abuse.

- g. PROVIDER agrees to notify COUNTY in writing within five (5) working days of the occurrence of a change in PROVIDER leadership and to fully disclose terms of any sales contract. In case of change of leadership, PROVIDER must continue to provide services listed in this CONTRACT for a period up to sixty (60) days after written notification of sales contract has been received by COUNTY and Clark County Purchasing and Contracts Division.

G. NOTICES

- a. PROVIDER shall notify COUNTY within twenty-four (24) hours of any change in client's income, occupancy, death, illness, injury accident, major fire, or other matters which would necessitate a prompt response by PROVIDER.

Notice of areas of noncompliance shall be given by COUNTY to PROVIDER, and PROVIDER shall have a maximum of ten (10) working days to correct the deficiencies.

H. COMPENSATION

- a. COUNTY will pay PROVIDER based on the current state of Nevada, Division of Healthcare Financing and Policy, PROVIDER Type 30 and 83 Personal Care Services plus fifty (50) percent. Hourly rate shall not exceed \$30.00. Prevailing rates may be found at <http://dhcfp.nv.gov/Resources/Rates/FeeSchedules>.
- b. COUNTY will issue a mileage stipend of \$13.00 per verified CLIENT ASSIGNMENT SHEET (Attachment 3) submitted with monthly invoice.

**ATTACHMENT 1
AGREEMENT FOR PLAN OF CARE
CLARK COUNTY SOCIAL SERVICE
1600 Pinto Lane
Las Vegas, Nevada 89106
(702) 455-4270**

Name: _____

Date: _____

Address: _____

Telephone: _____

Zip Code: _____

Date of Birth: _____

Case #: _____

Agency Assigned: _____

Agency Phone #: _____

Assigned hours and days _____

CCSS Worker: _____

SERVICE AGREEMENT

Personal Hygiene

- ☐ Assist w/Bath
- ☐ Shampoo
- ☐ Shave
- ☐ Assist As Needed
- _____
- _____

☐ No Assistance Required

Nutrition

- ☐ Meal Preparation
- ☐ Special Diet
- ☐ Assist As Needed
- _____
- _____

☐ No Assistance Required

Miscellaneous Duties

- ☐ Grocery Shopping
- ☐ Laundry
- ☐ Pick Up Prescriptions
- ☐ Linen Change
- _____
- _____

☐ No Assistance Required

Housekeeping (Max. of 2 hrs./mo.)

- ☐ Kitchen
- ☐ Bathroom
- ☐ Dusting
- ☐ Vacuum/Mop Floors
- ☐ Take Out Trash
- ☐ General Cleaning
- ☐ No Assistance Required

SPECIAL CONSIDERATIONS:

I request homemaker-home health aide service for myself and agree to the above plan.

Signature: _____

* Every effort will be made to provide the preferred schedule; however, there is no guarantee that the hours will be available. Length of service to be evaluated _____.

SS-8128

ATTACHMENT 2

**YOUR LOGO
HERE**

Invoice Date: **Invoice #**

Bill To:

Clark County Social Service

HHHA Contract Summary
Invoice

1600 Pinto Lane, Las Vegas,
NV, 89106

Make all checks payable to:

Company Name

**If you have any questions
concerning this invoice,
contact:**

Contact Name

Contact Phone Number

Contact Email Address

For:

HHHA Homemakers Services

Client Name	Dates of Service	Rate	Hours	Mileage Rate	Mileage Trips	Total
Invoice Total						

Pay Terms: 30 Days from Invoice Date

Thank you for your business!

Company Name

Phone:

Street Address

Company Website

Fax:

City, State, and Zip Code

Company Email Address



ATTACHMENT 3
CLIENT ASSIGNMENT SHEET
CLARK COUNTY SOCIAL SERVICE

RFQ 607465-25
HOMEMAKER HOME
HEALTH AIDE SERVICES

CCSS ID#:

Client Name:

Phone#

Address

Aide:

Zip Code:

WORK ASSIGNMENT

Personal Hygiene for:

Miscellaneous Duties

Su	M	Tu	W	Th	F	S

Assist with Bath
Shampoo
Shave
Assist as Needed

Su	M	Tu	W	Th	F	S

Pick Up Prescriptions
Grocery Shopping
Linen Change
Laundry

Nutrition

Su	M	Tu	W	Th	F	S

:Meal Preparation
Assist as Needed

Su	M	Tu	W	Th	F	S

Kitchen
Bathroom
Trash
Vacuum/Mop Floors
Dusting

Housekeeping

Date

Scheduled Time

Time In

Time Out

Client's Signature

Aide's Signature

Sunday

Monday

Tuesday

Wednesday

Thursday

Friday

Saturday

COMMENTS

ATTACHMENT 4

RECEIPT

CHECK ☐

FOOD STAMPS ☐

CASH ☐

DATE _____

RECEIVED \$ _____

FROM: _____

FOR: _____

CLIENT SIGNATURE
.....

Amount of Purchase \$ _____

Amount Returned to
Client \$ _____

AIDE SIGNATURE

CLIENT SIGNATURE

SS-8135 REV. 8-14

RECEIPT

CHECK ☐

FOOD STAMPS ☐

CASH ☐

DATE _____

RECEIVED \$ _____

FROM: _____

FOR: _____

CLIENT SIGNATURE

Amount of Purchase \$ _____

Amount Returned to
Client \$ _____

AIDE SIGNATURE

CLIENT SIGNATURE

SS-8135 REV. 8-14

RECEIPT

CHECK ☐

FOOD STAMPS ☐

CASH ☐

DATE _____

RECEIVED \$ _____

FROM: _____

FOR: _____

CLIENT SIGNATURE

Amount of Purchase \$ _____

Amount Returned to
Client \$ _____

AIDE SIGNATURE

CLIENT SIGNATURE

SS-8135 REV. 8-14

RECEIPT

CHECK ☐

FOOD STAMPS ☐

CASH ☐

DATE _____

RECEIVED \$ _____

FROM: _____

FOR: _____

CLIENT SIGNATURE
.....

Amount of Purchase \$ _____

Amount Returned to
Client \$ _____

AIDE SIGNATURE

CLIENT SIGNATURE

SS-8135 REV. 8-14



ATTACHMENT 5 ASSURANCES CLARK COUNTY SOCIAL SERVICE

As a condition of this Contract from the Clark County Social Service, the PROVIDER agrees to the following conditions:

1. To submit reimbursement requests only for expenditures approved in the CONTRACT. Any additional expenditure beyond what is allowable based on approved categorical budget amounts, without prior written approval by CCSS, may result in denial of reimbursement.
2. Approval of PROVIDER budget by CCSS constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.
3. PROVIDER is required to maintain PROVIDER accounting records, identifiable by PROVIDER contract number. Such records shall be maintained in accordance with the following:
 - a. Records may be destroyed not less than three years (unless otherwise stipulated) after the final report has been submitted if written approval has been requested and received by the CCSS fiscal auditor. Records may be destroyed by the PROVIDER five (5) calendar years after the final financial and programmatic reports have been submitted to CCSS.
 - b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual PROVIDER.

PROVIDER accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this CONTRACT. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the PROVIDER activity.

4. To comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
5. To comply with the Americans with Disability Act of 1990, P.L. 101-136, 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999 inclusive and any relevant program-specific regulations.
6. To comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the award includes functions or activities that involve the use or disclosure of protected health information (PHI) then the PROVIDER agrees to enter into a Business Associate Agreement with CCSS as required by 45 C.F.R. 164.504(e). If PHI will not be disclosed, then a Confidentiality Agreement will be entered into.
7. To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Division with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.
8. To comply with the requirements of the Drug-Free Workplace Act of 1988, as implemented at 45 C.F.R. 82, as amended.
9. PROVIDER certifies, by signing this notice, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pr. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211). This provision shall be required of every PROVIDER receiving any payment in whole or in part from federal funds.
10. Whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this PROVIDER will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - a. Any federal, state, county or local agency, legislature, commission, council, or board;
 - b. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - c. Any officer or employee of any federal, state, county or local agency, legislature, commission, council or board.



ATTACHMENT 5
ASSURANCES
CLARK COUNTY SOCIAL SERVICE

11. CCSS PROVIDERs are subject to inspection and audit by representative of CCSS, Nevada Department of Health and Human Services, the State Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to:
- a. Verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
 - b. Ascertain whether policies, plans and procedures are being followed;
 - c. Provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
 - d. Determine reliability of financial aspects of the conduct of the project.
12. Any audit of PROVIDER's expenditures will be performed in accordance with generally accepted government auditing standards to determine if there is proper accounting for and use of PROVIDER funds. It is the policy of CCSS, as well as federal requirement as specified in the Office of Management and Budget (2 CFR § 200.501(a)), revised December 26, 2013, that each grantee annually expending \$750,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO:

A. Clark County Social Service Attn: Fiscal Unit
1600 Pinto Lane,
Las Vegas, NV 89106

This copy of the final audit must be sent to CCSS within nine (9) months of the close of the PROVIDER's fiscal year.

THIS SPACE INTENTIONALLY LEFT BLANK



Department of Social Service

1600 Pinto Lane • Las Vegas NV 89106 • (702) 455-4270 • Fax (702) 455-5950



ATTACHMENT 6

Homemaker Home Health Services (HHHA) Program

HOMEMAKER WORKER MINIMUM QUALIFICATIONS

1. Minimum of age 18
2. High School education or the equivalent
3. Valid Nevada Driver's License
4. Valid Auto Insurance
5. Bondable at \$2000
6. Verifiable references (minimum of 3)
7. Current health card of physical with TB screen
8. Las Vegas Metropolitan Police Department Care of police letter of clearance
9. Copy of Fingerprinting
10. Ability to lift 20 lbs.
11. English Speaking
12. Mathematical skills to handle money and receipts
13. Ability to prepare a balanced meal/medically prescribed diet
14. Basic safety knowledge of specific medical equipment such as wheelchairs, hospital beds, walkers, cane, and oxygen
15. Basic knowledge of bathing and personal care techniques
16. Knowledge of client confidentiality and HIPAA requirements
17. Drug free
18. Certified Nursing Assistant (CNA) is desired

HHHA/AHC Quality Assurance Survey/Assessment

Client Name: _____ Date of Evaluation: _____

A. Have the safety passages (doors, hallways, etc) been maintained? _____

B. Explain any changes in the client's condition such as deterioration or improvement that have been reported to or noted by the agency

C. Have conditions improved since service began? _____

D. Are additional or more frequent follow-ups needed? _____

E. Client comments (if any): _____

F. Rater / Evaluator comments: _____

Rater / Evaluator

**EXHIBIT B
HOMEMAKER HOME HEALTH AIDE SERVICES
INSURANCE REQUIREMENTS**

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

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. 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.
- B. **Best Key Rating:** COUNTY 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.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. PROVIDER'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. ***If the deductible is "zero" it must still be referenced on the certificate.***
- F. **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.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, PROVIDER 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. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, PROVIDER 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 PROVIDER and **any auto** used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- I. **Professional Liability:** PROVIDER 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 two (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 COUNTY.
- J. **Workers' Compensation:** PROVIDER 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 PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER 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.
- K. **Failure to Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- L. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.

- M. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- N. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- P. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'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) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (G) Policy Number
 - (H) Policy Effective Date
 - (I) Policy Expiration Date
 - (J) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (K) Policy Number
 - (L) Policy Effective Date
 - (M) Policy Expiration Date
 - (N) Aggregate (\$1,000,000)
 8. Description: RFQ Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
 10. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. 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).

PRODUCER		CONTACT NAME:	
1. INSURANCE BROKER'S NAME		PHONE (A/C No. Ex):	BROKER'S PHONE NUMBER
ADDRESS		FAX (A/C No.):	BROKER'S FAX NUMBER
		E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED		INSURER A:	
2. PROVIDER'S NAME		INSURER B:	
ADDRESS		INSURER C:	
PHONE & FAX NUMBERS		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY							
	☐ CLAIMS-MADE ☒ OCCUR						PERSONAL & ADV INJURY	\$(E) 1,000,000
							GENERAL AGGREGATE	\$(F) 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:								
	☐ POLICY ☒ PROJECT ☐ LOC						DEDUCTIBLE MAXIMUM	\$ 25,000
5.	AUTOMOBILE LIABILITY			(G)	(H)	(I)	COMBINED SINGLE LIMIT (Ea accident)	\$(J) 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						DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NV)						E.L. EACH ACCIDENT	\$
	(Mandatory in NV) describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
7.	PROFESSIONAL LIABILITY			(K)	(L)	(M)	AGGREGATE	\$(N) 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

8. RFQ NO.607465-25; HOMEMAKER HOME HEALTH AIDE SERVICES

9. CERTIFICATE HOLDER

CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
500 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

10. AUTHORIZED REPRESENTATIVE

@ 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFQ NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly
sworn,
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as RFQ No. 607465-25, entitled HOMEMAKER HOME HEALTH AIDE SERVICES
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this Contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

- **MINORITY OWNED BUSINESS ENTERPRISE (MBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **WOMEN OWNED BUSINESS ENTERPRISE (WBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **SMALL BUSINESS ENTERPRISE (SBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically challenged, and where gross annual sales does not exceed \$2,000,000.
- **VETERAN OWNED ENTERPRISE (VET):** A Nevada business at least 51% owned/controlled by a veteran.
- **DISABLED VETERAN OWNED ENTERPRISE (DVET):** A Nevada business at least 51% owned/controlled by a disabled veteran.
- **EMERGING SMALL BUSINESS (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
 ☐ DVET ☐ ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
 ☐ DVET ☐ ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
 ☐ DVET ☐ ESB

☐ No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.