

CLARK COUNTY, NEVADA
CBE NO. 606950-24
LV METRO DIVERSION PROGRAM

VEGAS STRONGER
NAME OF FIRM
David Marlon Executive Director
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
916 N. Main St. Las Vegas, Nevada 89101
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 234-1356
(AREA CODE) AND TELEPHONE NUMBER
N/A
(AREA CODE) AND FAX NUMBER
David.marlon@vegasstronger.org
E-MAIL ADDRESS

LV METRO DIVERSION PROGRAM

This Contract is made and entered into this _____ day of _____ 2024, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and VEGAS STRONGER (hereinafter referred to as PROVIDER), for LV METRO DIVERSION PROGRAM (hereinafter referred to as PROGRAM).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROGRAM within the required schedule and with a budget allowance, including all travel, lodging, meals and miscellaneous expenses; and

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 January 1, 2024 through September 29, 2024. 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 twelve (12) 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 for the not-to-exceed amount of \$1,709,594. COUNTY'S obligation to pay PROVIDER cannot exceed the not-to-exceed amount. 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 PROGRAM 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 Exhibit A, Scope of Work.

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. All monthly operational expenses must be accompanied by invoices that include a breakdown of all cost and will be verified by COUNTY.
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 PROGRAM 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 1/4 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. 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.
- d. 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 PROGRAM.
- 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: vera.sverdlovsky@clarkcountynv.gov .
- 9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

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 PROGRAM shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract, attached hereto.

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 PROGRAM 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 will, 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 will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will 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 shall be and remain 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, Vera Sverdlovsky, Medical Services Administrator, telephone number (702) 455-0101 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and shall so 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 shall 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 shall pay PROVIDER its compensation, based on the percentage of the PROGRAM 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 shall pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall 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 shall 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 shall 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: Teresa Etcheberry
1600 Pinto Lane
Las Vegas, Nevada 89106
Email: Teresa.Etcheberry@ClarkCountyNV.gov

TO PROVIDER: Vegas Stronger
Attention: David Marlon
840 S. Rancho Dr. #4323
Las Vegas, Nevada 89106
Email: David.marlon@vegasstronger.org

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.

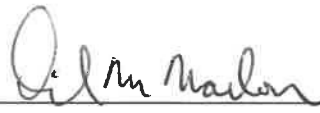
IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:
CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

PROVIDER:
VEGAS STRONGER

By:  _____
DAVID MARLON
Executive Director

2/6/24
DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: Jason Patchett
Jason Patchett (Feb 20, 2024 10:21 PST) _____
JASON B. PATCHETT
Deputy District Attorney

Feb 20, 2024
DATE

EXHIBIT A LV METRO DIVERSION PROGRAM SCOPE OF WORK

1.0 Overview

Clark County Social Service (CCSS) provides a variety of services for indigent residents of Clark County who are not assisted by other federal, state, or local programs. Social Service is responsible for ensuring that the County meets its health, welfare, and community responsibilities as set forth in the Nevada Revised Statutes and County Ordinances. The Department provides programmatic services targeted at various levels to include emergency shelter, transitional housing, rapid re-housing, permanent supportive housing, and supportive services. Services are designed for various populations including vulnerable adults to address the underlying causes of homelessness and provide services necessary to support independence.

PROGRAM is intended to provide short-term recovery services to reduce criminal justice engagement and increase self-sufficiency and stable housing for individuals with mental health illness, substance use disorders, and/or experiencing homelessness. The goal of the program is to reduce associated system of care costs and increase long-term housing stability through treatment to support recovery and connections to employment, housing, and other supportive services. PROGRAM shall support the unique needs of each client and reduce incidences of utilization of high-cost public systems by implementing the best practices of a person-centered approach using evidence-based therapeutic approaches that lead to recovery.

COUNTY recognizes individuals as experts of their own lives and of their lived experiences. COUNTY understands that individuals know what will work for them in reaching change and recognizes them as the central change agents; therefore, PROGRAM shall adopt a facilitative and supportive role. In all aspects of PROGRAM, PROVIDER shall respect and trust individuals' self-knowledge, agency, and autonomy, while guiding and supporting each individual in their chosen goals. Individuals who have lived experiences shall be intentionally involved in program design, delivery, and evaluation of PROGRAM.

2.0 Scope of Program

COUNTY will administer Substance Abuse and Mental Health Service Administration (SAMHSA) FY 2023 Congressional Directive Spending Project funds to assist with the cost of operating the LV Metro Diversion Program. PROGRAM shall provide a continuum of care including, short and/or long-term behavioral health services; case management; a variety of supportive services; intervention strategies designed to foster improvement in housing stability, education and/or employment, and social and emotional well-being to those who have experienced frequent involvement in the criminal justice system and in need of re-entry support. Frequent involvement is defined as two or more interactions with the criminal justice system in the past 12 months.

PROGRAM services shall be provided to the target population free of charge and for the entire PROGRAM period.

3.0 Definitions – The purpose of this section is to define frequently used terms that may be related to the program to ensure a clear understanding among all parties.

Autonomy refers to self-government; the freedom to act or function independently; the capacity to make an informed, uncoerced decision.

Clarity Human Services is a software application that is developed for human services client management. It is a web-based program that allows provider agencies to manage and secure client information. This software is used for the Homeless Management Information System (HMIS) and Community Management Information System (CMIS) for all service providers in Nevada. CMIS is a computerized data collection application designed to capture client-level information over time on the characteristics and service needs of men, women, and children, while also protecting client confidentiality. It is designed to aggregate client-level data to generate an unduplicated count of clients served within a community's system of services.

Data Quality Standard is the number (or %) of client records created in HMIS/CMIS that are complete and accurate. Data Quality Standard is set at 80% accuracy or better. This means that no more than 20% of the client files created by a PROVIDER in the HMIS system can have inadequate, inaccurate, or incomplete data entered for the client. To achieve a higher data quality rating, agencies must complete all data fields on all clients entered into the HMIS/CMIS system. All data fields for each data record must be accurate and complete and done within the expected timeframe, which is evaluated each month by Clarity Human Services.

Equal Access Rule has been expanded to require programs be made available to individuals without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibits inquiries into sexual orientation or gender identity for the purpose of determining eligibility for, or availability of, such housing. It is expected that service providers give equal access to programs, benefits, services, and accommodations in accordance with an individual's gender identity.

Homelessness can describe a person's situation if they are sleeping in a place not meant for human habitation (e.g., living on the streets) or in an emergency shelter; or a person in a transitional housing for homeless persons who originally came from the street or an emergency shelter. A person may also be considered homeless if, without the assistance from a service provider, they would be living on the streets. This includes persons being evicted within a week from a private dwelling with no subsequent residence identified and lacks the resources and support networks needed to obtain housing; or being evicted within one week from an institution in which the person has been a resident for more than 30 consecutive days with no subsequent residence identified and he/she lacks the resources and support networks needed to obtain housing.

Mainstream Services are provided by government-funded programs that provide services, housing, and income supports to poor persons, whether homeless or not. They include programs providing welfare, health care, mental health care, substance abuse treatment, veteran assistance, housing subsidies, and employment services.

Peer Navigator/Peer Mentor are people with lived experience of homelessness, substance use, or mental health condition(s), who have an employee or employee-type relationship with the organization. They are members of staff that have formal roles and work tasks which they are expected to complete at regular times and to a certain standard.

Recovery Support Services are an evidence-based practice funded through SAMHSA that supports services to increase long-term recovery and recovery quality.

Self-Sufficiency describes the condition in which an individual or household is able to maintain themselves without outside aid or intensive support. As a client's mental health, physical health, or other challenges lessen, the supportive service needs of the client may be better met through mainstream services rather than through program services. When clients are ready to "move on" from program supportive services, they may be connected to providers for community-based services and affordable housing programs to ensure they do not return to the homeless system.

Supportive Housing Services Supportive services may include, but are not limited to: sober living case management, family intervention, assistance in obtaining permanent housing, substance abuse assessment and treatment, mental health assessment and treatment, educational assessment and supports, vocational training, assistance in obtaining income supports, and other services such as transportation assistance, outreach, life skills training and transportation.

Target Population and Admission Criteria

1. Clients must be referred from the Clark County Detention Center (CCDC) or Clark County CCDC CARE Team -AND-
2. Served client population must be diagnosed with mental health or substance use disorder or meet definition of serious mental illness and/or substance use disorder, -AND-
3. Clients must be a frequent user of the criminal justice system, emergency departments, psychiatric facilities, or other high-cost systems as defined by 2 or more engagements over the past 12 months.

4.0 Services

The purpose of this section is to provide a description of the services the PROVIDER is responsible to deliver.

PROVIDER is responsible for delivering a range of services aimed at supporting individuals who frequently cycle through the criminal justice system, that are diagnosed with a behavioral health disorder, suffer from serious mental illness, and/or have a substance use disorder. These services are designed to promote long-term stability through the provision of the following services described.

Overview of LV Metro Diversion Program

This program intends to expand behavioral health and recovery resources for individuals exiting CCDC and will provide the best practices of a person-centered approach using evidence-based therapeutic approaches that lead to recovery. The program aims to address the critical needs of individuals struggling with mental health and substance use disorders, specifically those involved in the criminal justice system and requiring re-entry support.

The initial rollout of this program focuses on households without children. Eligible households may meet the definition of homelessness upon program entry. Individuals and households experiencing homelessness will be matched with a case manager from CCSS CCDC CARE Team to meet immediate, short-term, and long-term housing needs. When a sober living facility is appropriate for the individual or household, this may be an agreed upon option for transitional housing. Housing options for clients should not be limited and should be flexible to meet the needs of clients and support diversion from the

criminal justice system. Households with children may be included in this program based upon agreement between all parties.

Minimally, the PROGRAM shall:

- Operate with a **person-centered approach** which will empower individuals to take ownership of, and accountability for themselves and their responsibilities within the program.
- Provide households with **supportive services** tailored to meet their needs and assist them to achieve stability while in housing. Supportive services will include, but not be limited to, case management, mental health and substance use counseling (PHP, IOP), life skills training, residential assistance, employment assistance and training, basic needs supplies, and transportation.
- Provide **employment assistance and training** to individuals to help them prepare for permanent housing by rejoining the workforce. Provide or connect individuals to community resources that help them achieve their goals. This is especially important of educational and employment goals and mainstream benefits that lead to increased income.
- Employ **adults with lived experience**. Adults with lived experience can be hired at all levels. As a minimum requirement, a person with lived experience must be hired as trained peer support specialists/peer mentors. Peer support specialists/peer mentors shall be hired at a ratio of one peer to a maximum of 30 clients. PROVIDER is encouraged to work towards stability and advancement for "peer" positions.

It is expected that PROVIDER will actively seek to fill program vacancies on a weekly basis. While the PROVIDER reports an average length of program to be approximately 4 months, it is understood that some clients will need less services and some will need more services. Households may be served for longer than 6 months based on need and with written approval by COUNTY.

Employment and Training

Increasing income through employment is a critical component of housing stabilization. Through the planning and coordination of community resources, training opportunities and job placement services, clients will gain meaningful employment to assist in an individual's improved well-being.

Clients will receive a range of services including skills matching, resume preparation, mock interviewing, and assistance with supportive services to overcome barriers to employment.

Program Core Components:

1. PROVIDER offers three comprehensive programs tailored to meet the client's needs at various stages of their recovery journey: **Partial Hospitalization Program (PHP), Intensive Outpatient Program (IOP), and Outpatient Program (OP) services**. PHP is an intensive, structured treatment program for individuals with serious mental health or substance use disorders. It is a step down from inpatient hospitalization but still provides a high level of care. Clients participate in treatment during the day and return home or to a sober living environment in the evening. IOP provides a less intensive treatment option than PHP, suitable for clients who do not require round-the-clock supervision. It allows clients to participate in their activities of daily living, such as work or school, while receiving regular therapy and support. OP provides the least restrictive level of care, where clients live at their residences and attend scheduled therapy and counseling sessions. It is typically a step down from PHP or IOP and suitable for clients in the maintenance phase of recovery. By offering a continuum of care, PROVIDER can ensure that clients receive the appropriate level and intensity of support, progressively stepping down the care level as they build the skills and resilience necessary for long-term recovery and enhanced quality of life.
2. **Strengths Model Case Management:** Strengths Model Case Management (SMCM) is client-centered, recovery-focused mental health services delivery model that is not limited to symptom reduction whose goal is the restoration of a meaningful and productive life. SMCM includes integrated mental health services, supportive employment services, psychiatric services peer support, supported education and dual diagnosis services. Case managers develop strengths assessments and recovery worksheets with every client to promote the client's recovery and self-sufficiency.
3. **Case Management and Services:** The goals of PROGRAM case management are to support participants towards recovery goals. PROVIDER will collaborate with the Clark County CCDC CARE team to provide service navigation and social service supports to increase participant income through education, employment, and access to social security, Medicaid and other mainstream benefits; obtain and move into permanent housing; and connect them to community and supports as needed. The Clark County CCDC CARE team will assist PROVIDER to find housing for clients that need a change of placement or are unshoused. The Clark County CCDC CARE team PROGRAM case

management should focus on helping people navigate barriers that may stand in the way of securing and maintaining housing and should strive to build a support system by connecting them with people and programs in the community. Bridge housing and financial assistance should end when the household is able to transition to self-sufficiency or is enrolled in a permanent housing program. Clark County CCDC CARE team Case Managers will contact clients for a minimum of once per month for up to 6 months after an individual has transitioned to permanent housing, with the goal of helping the individuals to maintain housing stability and not return to homelessness.

Collaborative case management may include, and is not limited to: assessing, arranging, coordinating, and monitoring the delivery of individualized services to support the long-term goal of sobriety and housing stability for households experiencing homelessness by assisting them in overcoming immediate barriers to obtaining and maintaining self-sufficiency and includes (where applicable):

- a. Conducting the initial evaluation, including verifying and documenting eligibility
- b. Referring to the coordinated entry system and/or CCSS CCDC CARE Team
- c. Counseling
- d. Developing, securing, and coordinating services
- e. Obtaining Federal, State, and local benefits
- f. Monitoring and evaluating client progress
- g. Providing information and referrals to other service providers
- h. Conducting required re-evaluation(s)

Include clear communication regarding program end dates and case closure. After program exit PROVIDER will conduct follow-up calls to determine whether individuals need any assistance and to track returns to the criminal justice system, emergency department or lack of follow through with ongoing treatment or a return to homelessness.

Transportation – PROVIDER shall offer a variety of transportation options to clients to include bus passes, shared rides, transportation by PROVIDERS in PROVIDER vehicles and utilization of other transportation services.

Aftercare – PROVIDER (including Clark County CCDC CARE team) shall regularly follow up with clients after exit to determine if housing stability, sobriety, and avoidance with the criminal justice system has been maintained and provide supports to assist clients to maintain such stability. While client choice determines the duration of aftercare services, regular check-ins support data requests that are used to assess the program in both the short and long-term. At a minimum, follow-ups will be performed 6-months post-graduation.

Program funds may be used to pay for eligible supportive services that address the specific needs of individuals served.

5.0 Responsibilities of PROVIDER

The purpose of this section is to provide a description of how PROVIDER is expected to utilize the allocated funding to provide the highest quality of service. PROVIDER shall:

1. **Ensure ongoing operation of PROGRAM in accordance with Nevada Revised Statutes, Nevada Administrative Codes, and all other applicable federal, state and local regulations.** PROVIDER is encouraged to contact COUNTY regarding unique client issues that may require flexibility with the provisions of applicable standards. Any deviation must be approved by COUNTY in writing.
2. **Perform background checks** on staff and volunteers in accordance with Nevada Revised Statutes, Nevada Administrative Codes, and all other applicable federal, state and local regulations.
3. **Actively engage in and comply with community planning efforts regarding compensation for adults with peer recovery supports (lived experience) to participate in the design, delivery, and evaluation of services for adults experiencing behavioral health issues and/or homelessness.** As part of those planning efforts, PROVIDER shall collaboratively establish a consistent structure and mechanism for providing stipends to adults that actively participate in the design, delivery and evaluation of the program described in this scope of work.
4. **Comply with Equal Access Rule:** In alignment with the Equal Access Rule, PROVIDER shall provide equal access to programs, benefits, services, and accommodations in accordance with an individual's gender identity and all other provisions of the Equal Access Rule. PROVIDER shall establish and implement written non-discrimination policies and staff training that aligns with Equal Access regulations.

5. **Establish a formal termination of assistance process** that includes, at minimum, the program participant's receipt of written program rules and the termination process before the participant began to receive assistance; the program participant's receipt of written notice containing a clear statement of the reasons for termination; a review of the decision in which the program participant was given the opportunity to present written or oral objections before a person (or a subordinate of that person) who made or approved the termination decision; and the program participant's receipt of prompt written notice of the final decision.

Complete mandatory training requirements. PROVIDER staff must have licenses in good standing, must be appropriately credentialed to treat clients with behavioral health issues and must have background checks at the start of employment.

PROVIDER must certify that training on all required subjects has been provided to existing staff and to new hires within 90 days of hire date and certification of training is by an approved source. Documentation of training on all program operations staff, regardless of length of service, must be submitted to upon request. COUNTY may require additional training throughout the life of PROGRAM and shall allow adequate time for PROVIDER to ensure staff complete the training.

6. **Participate in Homeless Management Information System (HMIS/CMIS):** PROVIDER shall enter data in a timely manner into HMIS/CMIS.
7. **Engage in and support an environment of learning** that includes coordination of client services and collaboration with community partners. This may include participation in a program cohort or other collaborative approach. Compliance with consistent implementation of shared expectations will ensure the fidelity of the PROGRAM.
8. **Regularly report performance:** PROVIDER shall be responsible for reporting on outcomes: including but not limited to the reduction in criminal justice recidivism rates, number of clients successfully completing substance use treatment, and number of clients consistently attending mental health therapies within 60 days.
9. **Additional Responsibilities:**
 - a. Be available for consultation regarding the operation and progress of PROGRAM with all parties to the funding agreement and at other reasonable times with advance notice as to not conflict with PROVIDER'S other responsibilities.
 - b. Enter and update PROVIDER and PROGRAM information into Nevada 2-1-1 prior to the commencing of each year of services. A copy of the listing must be provided to COUNTY'S authorized representative.
 - c. Enter real-time client service information into HMIS (to include recording the client's location on the Location tab whenever possible) Monthly reports will be generated from data collected in HMIS. Provider must adhere to their licensing standards for clinical documentation when entering confidential clinical information.
 - d. Establish such fiscal and accounting procedures necessary to ensure the proper disbursement of, and accounting for grant funds, in order to ensure that all financial transactions are conducted. Maintain financial records pertaining to all matters relative to the Contract, in accordance with standard accounting principles and procedures and retain all records and supporting documentation applicable for a period of five (5) years upon completion of Contract, or termination of Contract, whichever comes first. Delineate how multiple funding sources for services are allocated appropriately for its designated intended service. All such records relating to any analysis or audit performed relative to the Contract shall be retained for five (5) years after such analysis or audit has been performed and any findings have been resolved. In the event that PROVIDER no longer operates in Nevada, it shall be required to deliver a copy of all records relating to the contract with COUNTY to be retained by COUNTY and PROVIDER.
 - e. PROVIDER must submit a monthly invoice to COUNTY'S authorized representative by the 15th calendar day of each month for the previous month's services. Invoice must include documentation of services provided via housing census reports from HMIS or comparable DV database for DV shelters, the fee for each unit of service, and the total amount requested to support PROGRAM.
 - f. PROVIDER shall provide written notice to COUNTY of any PROGRAM changes during the lifecycle of the contract for which COUNTY'S funds are allocated under the provisions of contract(s) to be approved and adopted between COUNTY and PROVIDER.

10. PROVIDER shall certify to:

- a. Maintain the confidentiality of records pertaining to any individual that is provided domestic violence prevention or treatment services through PROGRAM.
- b. Ensure the address or location of any domestic violence program assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such PROGRAM.
- c. Ensure that PROVIDER, its officers, and employees are not debarred or suspended from doing business with the Federal Government.

11. PROVIDER shall perform activities to ensure proper PROGRAM administration, including, but not limited to the following:

- a. Perform all eligibility determination and documentation.
- b. Record in HMIS all client service transactions, case notes, and supporting documentations as applicable, as close to real-time as possible and in accordance with data quality standards per the Nevada Data Quality Plan.
- c. Track all data and performance results specific to evidenced based practices and client outcomes.
- d. Ensure all appropriate staff are trained in and understand HMIS utilization expectations; and
- e. Ensure incident management measures are in place to identify, analyze, and correct hazards to minimize adverse impact on operations.

7.0 Performance Outcomes

All outcomes align with the vision of CCSS, which is self-sufficiency through a variety of services.

Input Indicators	Output Indicators	Outcomes
Number of client referrals	Total number of clients assessed	Percentage of clients completed 30*60*90-day treatment
Number of client referrals	Number of clients assessed for substance use	Percentage of clients completed 30*60*90-day treatment
Number of client referrals	Number of clients assessed for mental health	Percentage of clients completed 30*60*90-day treatment
Number of client referrals	Number of clients assessed for dual diagnosed.	Percentage of clients completed 30*60*90-day treatment
Number of homeless clients referred	Number of clients considered for sober living	Percentage of client stayed 30*60*90 days in sober living
Number of clients that agreed to treatment	Number of clients in ongoing treatment	Percentage of reduced CCDC recidivism

8.0 Quality Assurance

- 1. An annual progress report describing PROGRAM'S progress and activity is due within 30 days of the end of a PROGRAM year. This report will be generated by CCSS RAD from the HMIS made by PROVIDER.
- 2. Monthly and quarterly reports describing PROGRAM'S progress and activity are required. Reports will be generated using information entered into HMIS by PROVIDER or in the format agreed upon by parties.
- 3. PROVIDER shall implement a quality assurance plan component to facilitate client feedback on quality of services, which must include at least one of the following: client satisfaction surveys during and at the completion of service delivery; development of a client advisory council which has the ability to meet on a regular basis to discuss service delivery issues; and/or regularly-scheduled opportunities to meet with PROVIDER leadership to discuss programs.

PROVIDER shall submit a written procedure for implementing the client feedback mechanism(s), and report on its progress quarterly when submitting monthly reports.

4. CCSS shall evaluate PROVIDER'S performance under this Contract on a regular basis. Such evaluation shall include assessing PROVIDER'S compliance with all Contract terms and performance standards and may occur monthly, quarterly, semi-annually, and/or annually.
5. Client outcomes (measures of what happens to participants as a result of receiving the service) will be reported with focus on the service provision areas; outcomes that address stability in the applicable areas of housing, income, education, medical, mental health, substance use treatment, and overall self-sufficiency; and the performance outcomes described in the previous section.
6. PROVIDER must submit status reports to support the program services and salary expenses and benefit realized by COUNTY for PROGRAM support. A standard reporting format will be generated in and will include a narrative section regarding program highlights.
7. PROVIDER is expected to strive toward maintaining a 100% CMIS/HMIS participation and data quality standard.

9.0 Performance Requirements

1. Enter real-time client service information in the Homeless Management Information System (CMIS/HMIS) database (to include recording the client's location on the Location tab and contact information on the Contact tab whenever possible), and complete reports by the 15th of each month, including but not limited to:
 - a. Number of ongoing clients served by PROVIDER by the referring entities;
 - b. Number of new clients served by PROVIDER by the referring entities;
 - c. Number of clients that have a mental illness and/or substance abuse issue;
 - d. Number of clients who were referred and linked to mental health, substance abuse treatment or other supportive services and status of these referrals/linkages for these clients;
 - e. Number of clients self-selected out of the program, including the number of days in services and the reason(s) why they did not continue to participate;
 - f. Number of clients that maintained or increased their total income (from all sources) as of the end of the program operating year or program;
 - g. Number of clients with improved income as of the end of the program operating year or program;
 - h. Number of clients served by PROVIDER that were referred by CCDC; and
 - i. Other items determined to be pertinent to the assessment of the program.

10.0 Budget Summary

DESCRIPTION	AMOUNT
Program Staffing: Salary & Fringe	\$1,539,315
General Office (consumables and technology), Medical Supplies and promotional materials	\$13,229
Client Needs (Hygiene, clothing), Medication (not covered by insurance)	\$137,700
Transportation including auto insurance, maintenance, and fuel	\$19,350
TOTAL Amount (not to exceed)	\$1,709,594

**EXHIBIT B
LV METRO DIVERSION PROGRAM
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: CBE 606950-24 LV Metro Diversion Program (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 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:	
	PHONE (A/C No., Ext): BROKER'S PHONE NUMBER	FAX (A/C No.): BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
INSURED 2. PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	3.
	INSURER B:	Company's
	INSURER C:	Best
	INSURER D:	Key Rating
	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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY							
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.		X				PERSONAL & ADV INJURY	\$(G) 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$(H) 2,000,000
							DEDUCTIBLE MAXIMUM	\$ 25,000
5.	AUTOMOBILE LIABILITY			(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS		X				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					WC STATUTORY LIMITS	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				OTHER	\$
	describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,000,000

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

8. CBE NO.606950-24; LV METRO DIVERSION PROGRAM

9. CERTIFICATE HOLDER**CANCELLATION**

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	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

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE 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 INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROGRAM.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

NA

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 CBE No. 606950-24, entitled LV METRO DIVERSION PROGRAM
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 ~~6~~ day of ~~FEBRUARY~~ '24.

Signature ~~[Handwritten 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:

- a. **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.
- b. **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.
- c. **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.
- d. **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.
- e. **VETERAN OWNED ENTERPRISE (VET):** A Nevada business at least 51% owned/controlled by a veteran.
- f. **DISABLED VETERAN OWNED ENTERPRISE (DVET):** A Nevada business at least 51% owned/controlled by a disabled veteran.
- g. **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:

2. Subcontractor Name: _____ **N/A** _____
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

4. 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.