



togetherforbetter

CLARK COUNTY, NEVADA

**RFQ NO. 607291-24
OUTPATIENT SUBSTANCE ABUSE
COUNSELING AND MENTAL HEALTH**

THERE IS NO HERO IN HEROIN FOUNDATION INC
NAME OF FIRM
Joseph Engle, CEO
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
2545 South Torrey Pines Drive Las Vegas, Nevada 89146
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 445-7318
(AREA CODE) AND TELEPHONE NUMBER
(702) 331-9383
(AREA CODE) AND FAX NUMBER
<u>joe@tinhih.org</u>
E-MAIL ADDRESS

OUTPATIENT SUBSTANCE ABUSE COUNSELING AND MENTAL HEALTH

This Contract is made and entered into this _____ day of _____ 2025, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and THERE IS NO HERO IN HEROIN FOUNDATION INC. (hereinafter referred to as PROVIDER), for OUTPATIENT SUBSTANCE ABUSE COUNSELING AND MENTAL HEALTH hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule; 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 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.

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

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) and in accordance with the rates listed therein. COUNTY'S obligation to pay PROVIDER cannot exceed the applicable rates in Exhibit D. 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

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. As authorized by law, PROVIDER shall bill third party payors (e.g. Medicaid, private insurance, etc.) for services provided to youth in the custody of COUNTY within the timeline set by the third-party payor or Medicaid for youth that are Medicaid eligible. COUNTY shall not pay for a claim that is denied for payment by payor source due to untimely billing submitted by PROVIDER. PROVIDER shall exhaust all payment sources before billing COUNTY.
2. 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.
3. 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.
4. 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.
 - a) Information Detailing
 - (1) Client Name
 - (2) Type of Service provided
 - (3) Date of Service provided
 - (4) Duration of Service

- b. Time is to be defined as an hourly rate prorated to the ¼ hour for invoicing purposes.
 - 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.
5. 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.
 6. 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.
 7. 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.
 8. 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.
 9. Invoices shall be submitted to: DJJSP probationAdmin@ClarkCountyNV.gov or Department of Juvenile Justice Services, Truancy Prevention Outreach Program (TPOP), 2000 E. Flamingo Road, Las Vegas, Nevada 89119- BennetY@ClarkCountyNV.gov and Vasiliki.Allen@ClarkCountyNV.gov.
 10. 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 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, Alfred Kermode, Manager, Probation Administration, telephone number (702) 455-5290 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.
- F. COUNTY may make PROVIDER visits as necessary. COUNTY will assess the youth's needs and determine if the youth is receiving adequate treatment in accordance with their needs.
- G. COUNTY shall notify the PROVIDER when any of the following events occur with the parents, guardians or primary caregiver of youth supervised by COUNTY and in the care of the PROVIDER; death, serious illness or accident.
- H. COUNTY shall work jointly with the PROVIDER to plan and carry out appropriate plans for the discharge of each youth in the COUNTY's care from the PROVIDER's program. COUNTY shall furnish the PROVIDER with the information needed to adequately prepare the youth for this discharge and/or possible placement.
- I. COUNTY shall provide the PROVIDER with the youth's probation case plan, date of birth and terms and conditions of probation.
- J. COUNTY shall provide the applicable insurance information and/or Medicaid information for youth receiving services.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. PROVIDER shall complete the PROJECT in accordance with the milestones contained in Exhibit A of this Contract.
- C. 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: Department of Juvenile Justice Services
Probation Administration
601-B North Pecos Road
Las Vegas, Nevada 89101

Department of Juvenile Justice Services
Truancy Prevention Outreach Program
2000 E. Flamingo Rd.
Las Vegas, Nevada 89119

TO PROVIDER: There is No Hero in Heroin Foundation Inc.
Attn: CEO
2545 South Torrey Pines Drive
Las Vegas, Nevada 89146

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. Safeguarding of Client Information and Client Confidentiality

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

1. PROVIDER shall be prohibited from using or disclosing any part of any information concerning a youth for any purpose not directly connected with the administration of COUNTY or the PROVIDER's responsibilities with respect to services provided and purchased as stipulated in the Scope of Work.
2. PROVIDER shall ensure that youth in treatment or care are not identified by name or by clear description or photographed for any publication or other printed or broadcast media.

K. Records

1. PROVIDER shall maintain individual records for each client as required by all applicable laws including Nevada Revised Statute 629.051.
2. Intake information on intake/referral packet and any other assessment related to placement justification.
3. Ongoing Assessment – Client's needs for the services provided.

4. Individual treatment plan and revision for each youth.
5. Written monthly progress reports.
6. Progress notes showing progress made toward the goals established in the treatment plan.
7. Incident reports – Provide written incident report to COUNTY Probation Administration and the assigned Probation Officer or TPOP Community Navigator, immediately regarding accident, runaway, physical restraint, commission of delinquent acts and any allegations of abuse/neglect.
8. Maintain books, records, logs and other documentation, accounting procedures/practices and other evidence which sufficiency and appropriately reflect all direct and indirect program costs for three (3) years. Federal, State and County auditors and persons duly authorized by Clark County shall have full access to and the right to examine and copy any said material during said period. Disposal of client records shall include shredding and/or removing any identifying client data from records.
9. Collect and provide outcome data on effectiveness of program.
10. PROVIDER shall maintain personnel records for each staff as required by law.
11. PROVIDER shall maintain program records required by COUNTY in an organized and updated manner that include, but is not limited to, employee personnel, payroll, insurance, client and medication records.
12. Provider agrees that any program and facility inspection, review, copying and audit, including but not limited to; meetings with consumers, review of services records, review of service policy/procedure, staffing ratios, job descriptions and meetings with any staff directly or indirectly involved; in the provision of services, may be conducted at any reasonable time by Federal/State personnel and/or other persons duly authorized by COUNTY.

L. Religious Activities

PROVIDER shall not encourage or engage in any form of religious proselytizing with youth or families receiving services.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. Representation and Warrantees

1. PROVIDER has never had his/her professional license or certification in the State of Nevada or in any other jurisdiction denied, suspended, revoked, terminated, or voluntarily relinquished under threat of disciplinary action, or restricted in any way.
2. PROVIDER shall maintain throughout the term of Contract, all appropriate federal and state licenses and certifications which are required in order for PROVIDER to perform the services required herein.

S. 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.

T. Background Checks for Criminal History and Substantiated Child Abuse or Neglect

All costs associated with the criminal history background checks and child abuse and neglect screenings (CANS) shall be at the sole expense of the PROVIDER. PROVIDER understands that all employees who may come into direct contact with youth will be required to successfully complete a criminal history background checks and CANS. CANS screenings will encompass every state which the employee has resided during the immediate proceeding five (5) years.

All employees who may come into direct contact with youth shall not have any substantiated cases of abuse or neglect of a child and shall not have been convicted of any of the following offenses:

1. Murder, voluntary manslaughter or mayhem;
2. Any other felony involving the use or threatened use of force or violence against the victim or the use of a firearm or other deadly weapon;
3. Assault with intent to kill or to commit sexual assault or mayhem;
4. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime or a felony relating to prostitution;
5. Abuse or neglect of a child or contributory delinquency;
6. A violation of any federal or state law regulating the possession, distribution or use of any controlled substance or any dangerous drug as defined in chapter 454 of NRS;
7. Abuse, neglect, exploitation or isolation of older persons or vulnerable persons, including, without limitation, a violation of any provision of NRS 200.5091 to 200.50995, inclusive, or a law of any other jurisdiction that prohibits the same or similar conduct;
8. Any offense involving fraud, theft, embezzlement, burglary, robbery, fraudulent conversion or misappropriation of property within the immediately preceding seven (7) years;
9. Any offense relating to pornography involving minors, including, without limitation, a violation of any provision of NRS 200.700 to 200.760, inclusive, or a law of any other jurisdiction that prohibits the same or similar conduct;
10. Prostitution, solicitation, lewdness or indecent exposure, or any other sexually related crime that is punishable as a misdemeanor, within the immediately preceding seven (7) years;
11. A crime involving domestic violence that is punishable as a felony;
12. A crime involving domestic violence that is punishable as a misdemeanor, within the immediately preceding seven (7) years;
13. A criminal offense under the laws governing Medicaid or Medicare, within the immediately preceding seven (7) years;
14. Any offense involving the sale, furnishing, purchase, consumption or possession of alcoholic beverages by a minor including, without limitation, a violation of any provision of NRS 202.015 to 202.067, inclusive, or driving a vehicle under the influence of alcohol or a controlled substance in violation of chapter 484C of NRS or a law of any other jurisdiction that prohibits the same or similar conduct, within the immediately preceding seven (7) years; or

15. An attempt or conspiracy to commit any of the offenses listed in this subsection within the immediately preceding seven (7) years. Any subsequent positive findings of child abuse or neglect, criminal arrests, charges and/or convictions of an employee having direct contact with children discovered after the initial background check described above shall be reported immediately to the Department of Juvenile Justice Services, Probation Administration. Immediately means within 24 hours or the next business day.

U. Tuberculosis Testing

Per NAC 441A.370, all staff providing counseling services to youth in either the Juvenile Justice Detention Center or the Spring Mountain Youth Camp, must have passed a Tuberculosis (TB) Test prior to entry to the facility. TB testing will be at the expense of the Provider.

V. 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.

W. 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.

X. Price Adjustment Requests

Commencing on date of award, prices shall not be subject to change during the initial Contract term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of PROVIDER'S expectation of price increase commencement, to the Clark County Department of Finance, Purchasing and Contracts Division, Purchasing Deputy Director, 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155. Price increases shall not be retroactive. A price adjustment can only occur if PROVIDER has been notified in writing of COUNTY'S approval of the new Price(s). Only one (1) written price adjustment request(s) will be accepted from PROVIDER per renewal term. The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.

Consumer Price Index (CPI): U.S. city average. Series ID: CUUR0000SA0 will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of CPI change or three (3) percent for an increase or decrease.

☐ Suitable Proof:

Print-out of CPI index and calculated increase.

☐ Drastic Market Conditions

Should drastic market conditions occur which dictate a significant price increase of any line item(s) during the term of Contract, COUNTY may consider these increases in addition to the allowed increases, providing PROVIDER submits written documentation and suitable proof by line item to COUNTY requesting permission and explaining in detail the unforeseen circumstances predating the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of CONTRACT execution, to the date of performance by an amount exceeding three (3) percent. General industry correspondence with regards to market conditions are not suitable proof.

☐ Price Decrease

COUNTY shall receive the benefit of a price decrease to any line item at any time during the initial Contract term and for any subsequent term(s) if the decrease exceeds three (3) percent of Contract price. If, at the point of exercising the price adjustment provision, market media indicators show that the prices have decreased, and that PROVIDER has not passed the decrease on to COUNTY, COUNTY reserves the right to place PROVIDER in default, terminate Contract, and such actions will reflect adversely against PROVIDER in determining the responsibility and non-responsibility of PROVIDER in future opportunities.

Y. 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:
THERE IS NO HERO IN HEROIN FOUNDATION INC.

By: Joseph Engle
JOSEPH ENGLE
CEO

03/31/2025

DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: Sarah Schaerrer
[Sarah Schaerrer \(Apr 23, 2025 14:27 PDT\)](#)
SARAH SCHAERRER
Deputy District Attorney

04/23/2025

DATE

EXHIBIT A

OUTPATIENT SUBSTANCE ABUSE COUNSELING AND MENTAL HEALTH SCOPE OF WORK

OUTPATIENT SUBSTANCE ABUSE COUNSELING

Substance abuse assessment is a comprehensive approach to determine substance abuse treatment needs, case planning in the form of a treatment plan, including identifying appropriate placements, risk level, and other alternatives. Assessments will be utilized for the purpose of satisfying Court requirements in cases where substance abuse assessments are ordered. Certain assessments and evaluations may require more extensive clinical review since the Juvenile Court may prescribe content.

Youthful offenders requiring substance abuse assessments and/or counseling, both male and female, may already be in the community under the supervision of an assigned Probation Officer, they may be offenders completing a placement or correctional setting of a Court Order, or may be offenders awaiting adjudication by the Court, or offenders waiting to receive residential psychiatric services for mental health, and/or to receive other community-based services.

PROVIDER shall provide substance abuse treatment services utilizing evidence-based treatment modalities (e.g., cognitive-behavioral therapy, cognitive processing therapy, multidimensional family therapy, motivational interviewing, dialectical behavioral therapy, motivational incentives, other approved best practices, etc.). Service locations may include the office location of the PROVIDER and/or at probations centers operated by COUNTY.

An Individual's treatment and service plan must be assessed continually and modified as necessary to ensure that it meets the youth and families changing needs and the ability to modify services according to cultural, demographic, and geographic differences. Treatment shall include targeted risk-reduction counseling to help clients modify or change behaviors that place them at risk of contracting or spreading infectious diseases. Substance abuse treatment is a continuum of care that includes a treatment regimen that addresses all aspects of an individual's life, including medical and mental health services and follow-up options that can be crucial to a person's success in achieving and maintaining a drug-free lifestyle. Partial hospitalization and/or day treatment are not allowable services.

PROVIDER is responsible for providing COUNTY with a typewritten substance abuse assessment report within five (5) business days after meeting with the client. PROVIDER providing substance abuse treatment services is responsible for providing DJJS with a typewritten treatment plan within five (5) business days of the substance abuse assessment. PROVIDER providing substance abuse treatment services is responsible for providing COUNTY with a typewritten discharge summary within five (5) business days after the conclusion or termination of substance abuse counseling services.

COUNTY requires that the assessment, treatment plan and discharge summary be submitted electronically in a portable document format (.pdf) upon completion to the assigned probation officer.

PROVIDER shall grant the Health Care Services Manager or designee access to the Electronic Healthcare Record platform (EHR).

COUNTY will initiate referral for service(s) and appropriate documentation will be supplied to the PROVIDER prior to any service(s) being rendered. This may include prior court reports, documentation from prior mental health services, prior substance abuse services, school records and any other relevant case material. COUNTY is responsible for supplying this documentation, along with concise parameters regarding the intent of the referral. This is in addition to any initial intake paperwork the PROVIDER may require when rendering services.

Eligible Persons

1. COUNTY has legal responsibility and/or legal custody of the youth.
2. Youth approved to receive services by COUNTY.
3. Youth adjudicated delinquent and placed on formal supervision or probation with COUNTY.

Referral Procedures

1. All referrals for services in provider's program shall be screened and approved by COUNTY prior to admission. Failure to receive prior approval as evidenced by the signed disposition shall impact PROVIDER's ability to seek reimbursement.
2. The PROVIDER shall screen all potential clients, based on PROVIDER's written admission criteria before a youth is placed in the program. Screening may be done by a review of the case record, a summary submitted by COUNTY, or face-to-face interview with the youth/family and/or Probation Officer.

Outpatient substance abuse assessment and counseling may include, but are not limited to:

1. Comprehensive substance abuse screening and assessment;
2. Ability to provide counseling that is client-centered, evidence-based and the ability to explain the treatment approach and therapeutic modality that will be utilized;
3. Type of counseling to be provided:
 - a. Individual substance abuse counseling;
 - b. Group substance abuse counseling;
 - c. Family counseling;
 - d. Ability to conduct evaluations of youth detained in a detention facility at the physical location of the detention facility;
 - e. Monthly progress summaries;
 - f. Discharge or termination summary report;

Assessment instruments utilized as an objective tool to measure problems; and participation in Child and Family Team (CFT) meetings and court hearings as necessary.

Requirements

Knowledge and Skills

1. Understanding and knowledge of substance use, abuse and dependence.
2. Understanding of child development.
3. Understanding the impact of abuse/neglect.
4. Behavioral management/limit setting.
5. Relationship building.
6. Communication skills.
7. Understanding of crisis intervention and referral.
8. Safety, First Aid, CPR.
9. Verifiable experience providing substance abuse counseling, and/or therapeutic services to children (can be in the form of a resume).
10. Knowledge of sexual abuse, permanency for children, cultural competence, primary families, team building, separation and loss, discipline, effects of care giving.
11. Understanding of and ability to coordinate services.
12. Knowledge of case file documentation.
13. Ability to provide services in any language(s) other than English, or have access to certified interpreter services, if applicable.

Education and Experience Requirements

Licensed Alcohol and Drug Counselors (LADC) or Certified Alcohol and Drug Counselors (CADC) are preferred to provide direct substance abuse treatment services. All LADC or CADC must be in good standing with Nevada State Board of Examiners for Alcohol, Drug and Gambling Counselors. If LADC/CADC interns will be providing services, they must be under the supervision of a licensed LADC/CADC and be provided with weekly supervision. PROVIDER must provide confirmation of such supervision upon request to the COUNTY.

Licensed Clinical Social Workers and Licensed Marriage and Family Therapist who provided direct substance abuse treatment shall provide to County confirmation of specialized training in assessment and treatment of substance related disorders. Clinical Professional Counselors shall not provide substance abuse treatment.

PROVIDER Staff Training

Additional training shall emphasize skill development, knowledge acquisition, and training needs related to the treatment of emotionally and behaviorally disturbed clients with a focus on substance abuse, sexual abuse, cultural competence, permanency for children, separation, and loss/attachment. Orientation to COUNTY, CPR, first aid and safety training, policy procedure dissemination may not be counted toward completion of annual training.

PROVIDER Responsibility

1. PROVIDER shall complete an assessment for each youth and family served.
2. PROVIDER shall respond to referrals within three (3) business days. When the PROVIDER is unable to contact the youth and/or family, PROVIDER shall notify the assigned probation officer(s).

3. Delivery of the service may occur within the program facility, at probation centers, virtually, and/or in the home of the youth and family served;
4. PROVIDER shall provide evidence-based counseling to youth and families accepted for service.
5. PROVIDER services must be a time limited intervention consistent with the program model and treatment plan. Justification to extend the identified time limit must be clearly documented in the youth's case file.
6. PROVIDER shall participate as a team member with COUNTY to jointly identify and evaluate the youth's needs and develop and implement the treatment plan. PROVIDER shall have a written treatment plan within five (5) business days. The plan shall respond to presenting problems and assessment of identified needs. The plan shall describe proactive short-term treatment goals, that are measurable, time limited and have monitored outcomes. Discharge planning shall include described strategies and anticipated time of goal achievement.
7. PROVIDER shall submit a monthly written report to COUNTY on each youth referred. The report shall explain the treatment plan, goal, anticipated time of goal achievement and progress made toward the goals.
8. PROVIDER shall complete an exit meeting with youth and family to discuss how youth progressed during services and to guide them moving forward with future goals.
9. SMART Goal (Specific, Measurable, Attainable, Relevant, Time-Bound) quarterly reporting to DJJS management is required. See below.
10. PROVIDER shall not provide transportation to any youth in the program.
11. PROVIDER shall provide random drug testing to youth receiving counseling services. If the youth tests positive, results must be e-mailed to Probation Administration at DJJSProbationAdmin@ClarkCountyNV.gov within one working day. If the youth tests negative, results must be e-mailed to Probation Administration at DJJSProbationAdmin@ClarkCountyNV.gov within 72 hours.

National Goals

Services provided a client for Outpatient Substance Abuse shall be directed toward achievement of one or more of the following goals:

1. Achieving or maintaining self-sufficiency, including reduction or prevention of dependency and/or delinquency;
2. Achieving or maintaining economic self-support to prevent, reduce or eliminate dependency and/or delinquency;
3. Preventing or remedying neglect, abuse or exploitation or children and adults unable to protect their own interests, or preserving, rehabilitating, or uniting families;
4. Preventing or reducing institutional care by providing for community-based, home-based, or other forms of less intensive care; and/or
5. Securing referral or admission for institutional care when other forms of care are not appropriate or providing services to individual in institutions.

OUTPATIENT MENTAL HEALTH COUNSELING

Mental health counseling is an outpatient service, which incorporates comprehensive assessment, treatment planning, case consultation, safety planning, discharge planning, and outpatient treatment to youth and families who are experiencing mental health challenges and are involved with the COUNTY. Outpatient mental health treatment is designed to meet the treatment needs of an eligible client.

PROVIDER shall utilize a variety of evidenced-based therapeutic techniques and interventions to address issues including but not limited to anxiety disorders, personality disorders, psychotic disorders, depression, suicidal ideation, abuse, neglect, victimization, stress, problems with self-esteem, sexual exploitation, and grief, which may be co-occurring with addiction and substance abuse. Counseling services are designed to provide the necessary treatment to a youth and family to allow the family to remain intact, thus preventing the need for long-term residential placement or psychiatric hospitalization on the part of the youth. Services can support clients with job and career assistance, educational needs, parenting and/or other relationship problems. Clients may be transitioning home from acute hospitalization, long-term psychiatric hospitalization, or residential treatment facilities where counseling is needed to assist the client and family with the adjustment from a structured therapeutic environment to the community.

The primary goal of outpatient mental health counseling services is to address the youth and family's mental health needs to promote unity within the family and reduce the necessity of youth to be removed from their primary residence. Family therapy and/or group counseling are allowable when clinically appropriate.

Outpatient mental health counseling services may include, but is not limited to:

1. Comprehensive Mental Health Evaluation;
2. Treatment Planning with measurable goals that align with assessment;
3. Services shall be client-centered and needs based;
4. Client engagement by building rapport, explaining the treatment approach and therapeutic modality that will be utilized;

5. On-going assessment;
6. Type of counseling to be provided:
 - a. Individual mental health counseling;
 - b. In-Home Individual mental health counseling (if applicable);
 - c. Family counseling;
 - d. In-Home Family counseling (if applicable);
 - e. Group mental health counseling;
 - f. Reunification counseling;
 - g. Provision of other ancillary services (social skill development, support services, transportation assistance, etc.)
7. Ability to conduct in-person evaluations of youth detained in a detention facility;
8. Ability to conduct in-home evaluations of youth (if applicable);
9. Ability to provide family counseling services in collaboration with family, residential treatment providers and/or psychiatric hospitals;
10. Participation in Youth and Family Team (CFT) meetings and court hearings, as necessary;

COUNTY requires that the comprehensive assessment, treatment plan and discharge summaries be submitted electronically in a portable document format (.pdf) upon completion to the assigned Probation Officer or TPOP Community Navigator.

COUNTY will initiate referrals for service(s) and include appropriate documentation prior to any service(s) being rendered. This may include prior Court Reports, documentation from prior service providers, school records, and any other relevant case material.

Services

1. The organization has a clearly articulated model for its service interventions and a theoretical framework for the overall program;
2. Delivery of the service may occur within the program facility, at probation centers, virtually, and/or in the home of the youth and family served;
3. Services are specifically designed to be a time-limited intervention and the organization has a standard for the length of service, which is appropriate to the program model;
4. Core services offered focus on helping youth/families stabilize youth in the community through the mastery of age-appropriate skills such as:
 - a. Accessing needed services
 - b. Anger management
 - c. Behavior management
 - d. Communication
 - e. Conflict management
 - f. Education planning
 - g. Financial planning and management
 - h. Household management
 - i. Relaxation training
 - j. Self-management of personal safety
 - k. Sexual safety and boundary-setting skills
 - l. Vocational planning

5. Assess needs of the youth across a broad range of major life domains and areas (i.e., social familial, educational, and vocational);
6. Prioritize services through mutual effective treatment planning, goals, and objectives;
7. Participate on interdisciplinary teams to develop and actualize resources on behalf of the youth and family;
8. Participate with COUNTY in identifying core services to support the youth and family;
9. Provide goal-oriented interventions and teaching of skills that address the longer-term needs of the youth;
10. Provide goal-oriented interventions and teaching of skills to improve the stability of the current placement/family setting and its ability to cope with the emotional/behavioral needs of the youth;
11. Maintain youth/family case records, including all pertinent forms relating to interventions (i.e., consents, releases, client data, treatment/case plan activity, progress notes, intake, and discharge summaries);
12. Communicate (verbal/written) all information regarding potential risk to client to the assigned probation officer or TPOP Community Navigator and court;
13. Develop and implement discharge plan including summary of treatment process, discharge-assessment of client's needs and referral-linkage to community services;
14. Provide all necessary report and summaries on treatment;
15. Maintain record keeping;
16. Participate in ongoing training to support and maintain adequate services for client needs;
17. Provision of youth, family assessment of strengths and needs;
18. Provision of interventions to individuals and families in context of treatment case plan and identified needs;
19. Maintain service log of all client-related activities;
20. Maintain weekly contact with the assigned probation officer or TPOP Community Navigator for review of treatment progress and case plan activities;
21. Shall have flexible hours to accommodate client needs, including evenings and weekends;
22. Staff shall be available after-hours for crisis intervention;
23. Maintain program evaluation and outcome data;
24. Sex offense specific counseling and treatment services for offenders adjudicated for sexual-related offenses are not allowable services under this contract;
25. Partial hospitalization and/or day treatment are not allowable services under this contract.

Requirements

Knowledge and Skills

1. Ability to conduct comprehensive mental health assessments;
2. Ability to develop and implement youth and family treatment plan;
3. Ability to provide services within a family-based model and client-centered focus placing emphasis on empowering the family, developing client competencies, and reducing agency dependency or involvement;
4. Knowledge and skills necessary to provide skills acquisition training;
5. Understanding of family assessment;
6. Understanding of the various participants and the contributions they make to the youth's treatment and/or case plan;
7. Knowledge, understanding and ability to implement crisis intervention techniques and services;
8. Knowledge and understanding of youth/adolescent development;
9. Verifiable experience providing counseling and/or therapeutic services to youth and families;
10. Ability to provide service in other language(s) other than English, or have access to certified interpreter services, if applicable.

Education and Experience Requirements

1. Program supervision by a fully licensed doctoral or master's level licensed marriage and family therapist, licensed clinical social worker, clinical psychologist, or psychiatrist.

2. Clinical Services to clients can be provided by a post masters licensed marriage and family intern, clinical professional counselor intern, clinical social work intern, or clinical psychology intern if they can provide confirmation of current clinical supervision by a licensed professional of the respective licenses.

Responsibility of PROVIDER

1. PROVIDER shall articulate the services provided to clients that include client progress on attainment of individualized goals and objectives;
2. PROVIDER shall provide assessment instruments utilized as an objective tool to identify needs;
3. PROVIDER must provide the COUNTY with a typewritten treatment plan within five (5) business days of completing a comprehensive assessment of a client;
4. PROVIDER is responsible for providing COUNTY with a typewritten discharge summary within five (5) business days after the conclusion of services;
5. PROVIDER shall respond to referrals within three (3) business days. When the PROVIDER is unable to contact the youth and/or family, PROVIDER shall notify the assigned probation officer(s) or TPOP Community Navigator;
6. PROVIDER shall provide evidence-based therapeutic mental health services to youth and families accepted for services;
7. PROVIDER must obtain approval from COUNTY if services required are more than the standard hour a week of therapy and exceed 60 days;
8. PROVIDER must design its program to be a time limited intervention consistent with the program model;
9. PROVIDER shall participate as a team member with COUNTY to jointly identify, evaluate the youth's needs, develop and implement the treatment plan. The plan shall respond to presenting problems and assessment of identified needs. The plan shall describe proactive short-term, treatment goals, which are measurable, time limited and have monitored outcomes. Discharge planning shall include described strategies and anticipated time of goal achievement.
10. PROVIDER shall submit a monthly typewritten report to COUNTY on each youth admitted. The report shall explain the treatment plan, goal, anticipated time of goal achievement and progress made toward the goals;
11. PROVIDER shall complete an exit meeting with youth and family to discuss how youth progressed during services and to guide them moving forward with future goals.
12. SMART Goal (Specific, Measurable, Attainable, Relevant, Time-Bound) quarterly reporting to DJJS management is required. See below.
13. PROVIDER shall not provide transportation to any youth in the program.

GENERAL REQUIREMENTS FOR SUBSTANCE ABUSE COUNSELING AND MENTAL HEALTH COUNSELING

1. PROVIDER shall accept COUNTY clients regardless of race, color, creed, national origin, gender, marital status, disability, religious or political affiliation, age, or sexual orientation or Gender Identity or Expression (SOGIE), or citizenship status.
2. PROVIDER shall embrace the following characteristics:
 - a. Empower families to define goals and implement their solutions with goal of becoming less dependent on service providers.
 - b. Teach families to advocate, identify and access community resources with the goal of strengthening the family's ability to prevent and resolve future challenges.
 - c. Instill hope and belief that change is possible and that families can have a positive impact on their circumstances.
3. PROVIDER and their employees shall comply with all State and Federal laws, rules, and regulations applicable to the performance of services prior to rendering services.
4. All services provided shall be conducted by qualified personnel that are appropriately trained on their assigned responsibilities.
5. PROVIDER shall keep names and circumstances surrounding each youth receiving services confidential in accordance with all applicable laws including Nevada Revised Statute 62H.025.
6. PROVIDER shall submit a typewritten report related to any client upon request by COUNTY within three (3) working days.
7. PROVIDER shall work together with COUNTY to plan and carry out appropriate plans for the discharge of each youth who has received services. PROVIDER shall prepare youth for discharge in cooperation with the assigned probation officer or TPOP Community Navigator.

8. PROVIDER shall participate in all legal processes that the youth is involved in during treatment and 30 days after termination of treatment services upon request of COUNTY or the court.
9. PROVIDER shall not discharge a youth for those behaviors for which they were referred except for those behaviors PROVIDER would normally exclude youth at intake or when behavior is escalating and creating a significant danger to the youth or others.
10. PROVIDER shall permit the discharge or termination of any youth in the care of the COUNTY, upon such request from COUNTY.
11. PROVIDER shall notify the assigned probation officer or TPOP Community Navigator within one (1) working day of any failure of a family/youth to attend a scheduled appointment.
12. PROVIDER shall submit COUNTY written and verbal information related to the youth's treatment upon request.
13. Except in emergencies, the PROVIDER shall request prior approval for any medical and/or psychiatric services to be provided on behalf of a youth in the program. This prior approval shall be requested from the Manager or Assistant Manager of the appropriate Division within COUNTY and documented in the PROVIDER'S case record.
14. PROVIDER shall implement quality assurance to monitor the frequency of contacts, quality of service provision, implementation of treatment goals and outcome of treatment provided. PROVIDER shall maintain program evaluation and outcome data and provide information to COUNTY, as requested.
15. PROVIDER with multiple sites is responsible for ensuring consistency of program services throughout program sites. PROVIDER shall go onsite to provide supervision, consultation, technical assistance, and crisis management.
16. PROVIDER shall inform COUNTY when a youth participating in treatment or services may need a higher level of treatment.

SMART Goals

Goal One

S	Specific – 80% of youth and families successfully complete their initial assessment.
M	Measurable – DJJS and vendors are able to track how many youths have been referred and successfully completed the assessment.
A	Attainable – Yes, 80% is attainable.
R	Relevant – In order for youth and families to complete needed outpatient mental health and outpatient substance abuse services (majority are court ordered), youth need to complete the initial assessment.
T	Time-Bound – Based on Scope of Work, there are established parameters to respond to referrals within three (3) business days.

Goal Two

S	Specific – Of the families who complete the initial assessment, 80% successfully complete outpatient mental health or outpatient substance abuse services.
M	Measurable – DJJS and vendors are able to track how many youths have been referred, how many sessions youth have completed, and overall program completion.
A	Attainable – Yes, this is a reasonable and attainable percentage. If the vendor bids on the RFQ they should have the resources to attain this goal.
R	Relevant – In order for youth and families to complete needed outpatient mental health and outpatient substance abuse services (majority are court ordered), youth need to complete the initial assessment. It is beneficial for Clark County communities if youth complete the program as it might reduce recidivism.
T	Time-Bound – Based on assessment outcomes there are time parameters established for length of services.

Goal Three

S	Specific – 100% completion of vendor / caregiver exit meeting as outlined by the Scope of Work.
M	Measurable – Vendors can measure if the exit meeting took place.
A	Attainable – This is a reasonable and attainable goal.
R	Relevant – It is important for caregivers to have an overview of their child's progress throughout the program; including participation, effort, success, struggles and future goals at time of exit meeting.
T	Time-Bound – This will be completed prior to termination of services with vendor.

Licenses

PROVIDER must possess all applicable current licenses to provide substance abuse counseling services and/or mental health counseling in the state where services will be provided and to conduct business in the county and state. License to be included are as follows:

- City/Municipality;
- County; and
- State.

PROVIDER shall maintain all required licenses and/or permits during the life of any agreement with COUNTY and comply with all rules and regulations of any and all applicable licensing agent or authority.

EXHIBIT B
OUTPATIENT SUBSTANCE ABUSE COUNSELING AND MENTAL HEALTH
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 NO.607291-24; OUTPATIENT SUBSTANCE ABUSE COUNSELING AND MENTAL HEALTH (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 NUMBERFAX
(A/C No.): BROKER'S FAX NUMBERE-MAIL
ADDRESS: BROKER'S EMAIL ADDRESS

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

2. PROVIDER'S NAME
ADDRESS
PHONE & FAX NUMBERS

INSURER A:

3.

INSURER B:

Company's

INSURER C:

Best

INSURER D:

Key Rating

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	S(D) 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY							
	☐ CLAIMS-MADE ☒ OCCUR.							
		X					PERSONAL & ADV INJURY	S(E) 1,000,000
							GENERAL AGGREGATE	S(F) 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						DEDUCTIBLE MAXIMUM	\$ 25,000
	☐ POLICY ☒ PROJECT ☐ LOC.							
5.	AUTOMOBILE LIABILITY			(G)	(H)	(I)	COMBINED SINGLE LIMIT (Ea accident)	S(J) 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS	X					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 STATU- TORY LIMITS	OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		N/A			E.L. EACH ACCIDENT	\$
	describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
7.	PROFESSIONAL LIABILITY			(K)	(L)	(M)	AGGREGATE	S(N) 1,000,000

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

8. RFQ NO.607291-24; OUTPATIENT SUBSTANCE ABUSE COUNSELING AND MENTAL HEALTH

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

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ACORD 25 (2010/05)

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POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFQ NUMBER AND CONTRACT NAME: RFQ NO.607291-24; OUTPATIENT SUBSTANCE ABUSE COUNSELING AND MENTAL HEALTH

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. 607291-24, entitled OUTPATIENT SUBSTANCE ABUSE COUNSELING AND MENTAL HEALTH
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.

EXHIBIT D
FEE SCHEDULE

Outpatient Substance Abuse Counseling	Price	Unit of Measure
Assessment	\$164	Per assessment
Assessment "No Shows"	\$66	Per no-show up to two no-shows
In-Home Assessment	\$207	Per assessment
In-Home Assessment "No Shows"	\$69	Per no-show up to two no-shows
Individual or Family Counseling Session	\$113	Per hour
Individual or Family Counseling Session "No Shows"	\$52	Per no-show up to two no-shows
In-Home Individual or Family Counseling Session	\$138	Per hour
In-Home Individual or Family Counseling Session "No Shows"	\$54	Per no-show up to two no-shows
Group Counseling Session per youth	\$44	Per hour
Group Counseling Session "No Shows"	\$26	Per no-show up to two no shows
Psychotherapy Crisis – One Hour	\$157	Per Hour
Crisis Intervention – Per 15 Minutes	\$37	Per 15 minutes
Drug Test if Applicable	\$46	Per test

Outpatient Mental Health Counseling	Price	Unit of Measure
Assessment	\$174	Per assessment
Assessment "No Shows"	\$68	Per no-show up to two no-shows
In-Home Assessment	\$210	Per assessment
In-Home Assessment "No Shows"	\$82	Per no-show up to two no-shows
Individual or Family Counseling Session	\$112	Per hour
Individual or Family Counseling Session "No Shows"	\$56	Per no-show up to two no shows
In-Home Individual or Family Counseling Session	\$149	Per hour
In-Home Individual or Family Counseling Session "No Shows"	\$64	Per no-show up to two no-shows
Group Counseling Session per youth	\$42	Per hour
Group Counseling Session "No Shows"	\$20	Per no-show up to two no-shows
Psychotherapy Crisis – One Hour	\$155	Per Hour
Crisis Intervention – Per 15 Minutes	\$36	Per 15 minutes