

CLARK COUNTY, NEVADA

**CBE NO. 607098-24
MOBILE CRISIS INTERVENTION TEAM OUTREACH AND
ENGAGEMENT SERVICES PROGRAM**

HELP OF SOUTHERN NEVADA
NAME OF FIRM
Fuilala Riley, President/Chief Executive Officer
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1660 E. Flamingo Rd. Las Vegas, Nevada 89119
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
702-836-2113
(AREA CODE) AND TELEPHONE NUMBER
702-369-4089
(AREA CODE) AND FAX NUMBER
<u>friley@helpsonv.org</u>
E-MAIL ADDRESS

MOBILE CRISIS INTERVENTION TEAM OUTREACH AND ENGAGEMENT SERVICES PROGRAM N

This Contract is made and entered into this _____ day of _____ 2024, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and HELP OF SOUTHERN NEVADA (hereinafter referred to as PROVIDER), for MOBILE CRISIS INTERVENTION TEAM OUTREACH AND ENGAGEMENT SERVICES PROGRAM OUTREACH AND ENGAGEMENT SERVICES PROGRAM (hereinafter referred to as PROGRAM).

W I T N E S S E T H:

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 July 1, 2024 through June 30, 2025, with the option to renew for 4, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to reimburse PROVIDER for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed amount of \$11,004,454 for the duration of the Contract. COUNTY'S obligation to reimburse 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. All other remuneration will remain on a reimbursement basis unless specifically waived by COUNTY. Reimbursement will be paid after eligible expenses have been incurred and expended under this Contract in conformance with the terms and conditions of the Contract.

Advances may be approved at the discretion of the Chief Financial Officer. Requests for any advance must be submitted in writing on the letterhead of the requesting organization and bear the original signature of an authorized representative. Request must include detailed justification and spending plan regarding advance funds. COUNTY reserves the right to require any and all expenditures of advance funds to be fully documented prior to approving any reimbursements.

B. Progress Payments

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

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work. 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: SSRAD@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.

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, Gina Olivares, Social Service Manager, telephone number (702) 371-7396 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 Department
Attention: Jamie Sorenson, Director
1600 Pinto Lane
Las Vegas, Nevada 89106
Email: Jamie.Sorenson@ClarkCountyNV.gov

TO PROVIDER: HELP of Southern Nevada
Attention: Fuilala Riley
1660 E. Flamingo Rd.
Las Vegas, Nevada 89119
Email: Friley@helpsonv.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: _____ DATE
JESSICA COLVIN
Chief Financial Officer

PROVIDER:
HELP OF SOUTHERN NEVADA

By: _____ DATE

FULALA RILEY
President/Chief Executive Officer 5/21/2024

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: *Jason Patchett* _____ DATE
Jason Patchett (Jun 3, 2024 09:37 PDT)
JASON B. PATCHETT
Deputy District Attorney Jun 3, 2024

EXHIBIT A
MOBILE CRISIS INTERVENTION TEAM OUTREACH AND ENGAGEMENT SERVICES
PROGRAM
SCOPE OF WORK

1.0 Overview

Clark County Social Service (CCSS) provides a variety of services for needy residents of Clark County who are not assisted by other federal, state, or local programs. CCSS 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.

The Mobile Crisis Intervention Team (MCIT) Outreach and Engagement Services Program (PROGRAM) is intended to provide outreach and engagement services for households who are experiencing homelessness. PROGRAM shall support the unique needs of each client, support the goal of ending homelessness, and reduce incidences of utilization of high-cost public systems by implementing the best practices of Housing First, Progressive Engagement, Harm Reduction, Trauma-Informed Care, Motivational Interviewing, Housing Problem Solving, Shared Housing, Moving-On and Intensive Case Management (ICM).

Outreach is a critical first step toward meeting immediate needs, engaging in services, and eventually connecting to programs that will increase housing stability and lead toward self-sufficiency. Focused coordination will increase collaboration among outreach teams, agencies, and jurisdictions, as well as contribute toward effective strategic allocation of resources where most needed. This coordination will lead to individuals and families experiencing homelessness having increased access to supports that address immediate health and safety needs. Connecting these individuals to services aligns with CCSS mission of providing a safety net of human services, as well as to the vision of self-sufficiency for at-risk people.

By managing homeless outreach assistance requests and dispatching in a prioritized manner, regional outreach coordination will improve the responsiveness of outreach teams, leading toward increased engagement and service delivery to unsheltered individuals and families experiencing homelessness. Coordinated and expanded outreach will improve the safety and security for those currently unsheltered, as well as those living in areas adjacent to homeless encampments. Activities of this position will also increase collaborative efforts among teams and agencies toward reducing the number of unsheltered homeless throughout multiple jurisdictions. Increased focus on location mapping and outcomes analysis will ensure services are provided timely and efficiently where needed most.

Clark County (COUNTY) recognizes individuals as experts of their own lives and of their lived experience of homelessness. 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, HELP of Southern Nevada (PROVIDER) shall respect and trust individuals' self-knowledge, agency, and autonomy, while guiding and supporting each individual in their chosen goals. Individuals who have experienced homelessness shall be intentionally involved in program design, delivery, and evaluation of PROGRAM.

2.0 Scope of Program

COUNTY will administer County and regional funds to assist with the cost of operating the MCIT Outreach and Engagement Services Program (PROGRAM) in a community setting. PROGRAM is specifically designed to respond to requests for service and provide in-the-field crisis intervention, assessment, referral, and connection to services for those who have been living in an area not meant for human habitation. The overall goal of the PROGRAM is to be responsive to the needs of people experiencing unsheltered homelessness and connecting them to housing options thereby reducing the number of individuals experiencing unsheltered homelessness in Southern Nevada.

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

3.0 Definitions

Agency refers to the ability of people, individually and collectively, to influence their own lives and the society in which we live, the capacity, condition, or state of exerting power.

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

Basic Needs are physiological needs such as associated with the lowest level of human need on Maslow's Hierarchy of Needs, including food, water and shelter.

Bridge Housing is a hybrid of emergency shelter and transitional housing to serve the population that requires short term housing and supportive services to achieve self-sufficiency or to access available permanent housing.

Bridge Housing Project encompasses LINK-Outreach efforts, LINK-Case Management, Coordinated Entry, and all supportive services and linkages in order to identify the target population, stabilize, and transition clients into permanent housing.

Case Management is a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's health and human service needs that may include:

- Outreach and client identification: to attempt to enroll clients not using traditional or mainstream services.
- Assessment: to determine a person's current and potential strengths, weaknesses, and needs.
- Planning: to develop a specific, comprehensive, individualized plan.
- Linkage: to transfer clients to necessary services and treatments provided in the community.
- Client Advocacy: to intercede on behalf of a specific client or a class of clients to ensure equity and appropriate services.
- Crisis Intervention: to assist clients in crisis to stabilize through direct interventions and mobilizing needed supports and services.
- Resource Development: to attempt to create additional services or resources to address the needs of clients.
- Discharge Planning: to implement many of the above functions to help clients plan to transition from one type of setting or service program to another.

Chronically Homeless Individual is defined by current federal policy as a homeless individual with a disability who lives either in a place not meant for human habitation, a safe haven, or in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90 days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility. In order to meet the "chronically homeless" definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four (4) separate occasions in the last three (3) years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven (7) nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.

Community Housing Assessment Tool (CHAT) is a community developed tool used to identify client's needs and provide detailed information about risks, homeless chronicity and vulnerability based on an assessment. This tool is used to match clients to programs that meet their needs.

Community Management Information System (CMIS) also known as the Homeless Management Information System (HMIS) 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 experiencing homelessness, 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 homeless services.

Coordinated Entry System (as defined by HUD) means a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.

Crisis Stabilization is a health and mental health service that provides continuous 24-hour observation and supervision for individuals who are experiencing an acute crisis that may jeopardize their living situation. The goal of this service is to prevent hospitalization and establish community stabilization and safety plans.

Data Quality Standard is the number (or %) of client records created in CMIS that are complete and accurate. Data Quality Standard is set at 80% accuracy or better. All HUD-supported programs and all programs receiving grant funds are expected to correctly, timely and completely input data on at least 80% of its client records. This means that no more than 20% of the client files created by a PROVIDER in the CMIS 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 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.

e-Impact is a web-based grants management software tool used to collect, manage, and report on program-level outcome data which can be used to illustrate the impact of the collective work of service providers toward overall community goals.

Emergency Housing is immediate nighttime shelter with the additional option of short-term extended stay.

Emergency Shelter (ES) are sheltering programs that have minimal entry criteria, include time limits (varies by PROVIDER) where the duration is typically less than 90-120 days; are in a structure offering protection from the elements, provide restroom facilities and drinking water, are supervised and offer appropriate heating/cooling and proper ventilation. Generally, one hot meal is provided, and no fee is required. ES can include beds, units, temporary spaces, or motel/hotel vouchers to meet the emergency housing needs of persons and families who would otherwise be living on the streets. This does not include the programs and services that meet the definition of prevention, transitional housing, or permanent housing.

Equal Access Rule requires that HUD-assisted funded 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. The rule has since been expanded to require that service providers give equal access to programs, benefits, services, and accommodations in accordance with an individual's gender identity.

Harm Reduction is a set of practical strategies and ideas aimed at reducing negative consequences associated with alcohol and substance abuse. Refers to policies, programs, and practices that aim to reduce the harms associated with usage; complements approaches that seek to prevent or reduce the overall level of usage.

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.

- **The U.S. Department of Housing and Urban Development (HUD)** defines homelessness into four categories.

- **Category 1: Literally Homeless:** Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- **Category 2: Imminent Risk of Homelessness:** Individual or family who will imminently lose their primary nighttime residence, provided that: (i) Residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; and (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing.
- **Category 3: Homeless under other federal statutes:** Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: (i) Are defined as homeless under the other listed federal statutes; (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; (iii) Have experienced persistent instability as measured by two moves or more during the preceding 60 days; and (iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers.
- **Category 4: Fleeing/Attempting to Flee Domestic Violence:** Any individual or family who: (i) Is fleeing or attempting to flee their housing or the place they are staying because of domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions related to violence that has taken place in the house or has made them afraid to return to the house, including: trading sex for housing; trafficking; physical abuse; violence (or perceived threat of violence) because of the client's sexual orientation; (ii) Has no other residence; and (iii) Lacks the resources or support networks to obtain other permanent housing.

Housing First is a best practice model approach used to house and provide services for the homeless. Housing First rests on two premises: 1) the central goal is direct placement into permanent housing for those who are currently homeless, and 2) provision of appropriate individualized services (may include mental health and/or substance abuse treatment) are offered via follow-along services after housing placement to ensure long term housing stability. Housing First is an approach in which housing is offered to people experiencing homelessness without preconditions (such as sobriety, mental health treatment, or a minimum income threshold) or service participation requirements and in which rapid placement and stabilization in permanent housing are primary goals. Programs that use a Housing First approach promote the acceptance of clients regardless of their sobriety or use of substances, completion of treatment, or participation in services.

Housing Navigation Centers are places that will provide a place for unsheltered homeless to access housing navigation services as well as provide a respite from the weather during the hottest and coldest times of the year. Navigation Centers' case managers will work to connect clients to housing, income, public benefits, and health services to support people in changing their lives by making lasting social service and housing connections. Navigation Centers are different from traditional day shelters in that they have few barriers to entry and provide housing navigation and case management services. Unlike traditional day shelters, people with partners, pets and possessions are welcome at Navigation Centers.

Housing Problem-Solving approaches support the effective implementation of homelessness prevention, diversion, and rapid exit strategies. Housing problem-solving is a person-centered, short-term housing intervention that seeks to assist households in maintaining their current housing or identifying an immediate and safe housing alternative within their own social network. This strategy is a strengths-based approach that utilizes conversation and empowerment methods to help resolve the household's housing crisis.

Housing Services are services that assist people with obtaining housing. Services may include: development of housing plans, recruitment of housing units for homeless clients, assistance with housing placements and lease agreements, preparation of clients for successful transition to permanent housing, mediation between landlord and tenant, advocating for tenant rights, tenant education, etc. This may include positions such as: housing recruiter, housing harvester, housing specialist, etc., where individual persons are responsible for part, or all of the functions mentioned above.

Housing Stability is measured for short term support by successful exits to stable permanent housing. For permanent housing, maintenance of that housing should be a primary focus of outcomes measured.

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.

Mobile Crisis Intervention and Outreach for the Homeless (also known as MCIT) are teams paid for with County funds and is contracted with HELP of Southern Nevada (HELP) for the provision of services. The program is designed to provide in-the-field crisis intervention, assessment, referral and connection to services for those who have been living in an area not meant for human habitation such as a street, park, field, makeshift shelter, tent, abandoned building or other locations. The overall goal of MCIT is to decrease the number of street homeless by increasing the number of homeless households connected to stabilizing services, shelter and housing opportunities. Services are provided to homeless households free of charge. The types of teams include:

- **Proactive Team** - proactively routinely targets homeless encampments and other areas, county-wide, frequented by homeless persons.
- **Call-out Response Team** – primarily responds to requests for deployment as directed by Clark County staff.
- **LINK-Outreach Team** - is tasked with locating and stabilizing individuals referred directly from the Southern Nevada's Coordinated Entry referral process that are presumptively eligible for housing programs by offering temporary housing assistance and stabilizing supportive services.

Motivational Interviewing is a psychotherapeutic approach that attempts to move an individual away from a state of indecision or uncertainty and towards finding motivation to making positive decisions and accomplishing established goals.

Move-in Services are those activities that help a client physically move from their current living situation into a qualified housing unit. Services could include: packing supplies, packing assistance, furniture/appliance obtainment, or coordination of physical move (truck, movers, etc.).

Multidisciplinary Team is a group composed of members with varied but complimentary experience, qualifications, and skills that contribute to the achievement of a shared purpose or goal.

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.

Progressive Engagement seeks to end homelessness as rapidly as possible with the least amount of financial assistance and services needed to do so. It provides customized levels of assistance, starting with the least amount needed for stability and increasing and decreasing the amount as needed to ensure a household does not return to homelessness. This approach ensures that services and financial assistance are tailored to the household and stretches dollars further to serve more households experiencing homelessness. Progressive engagement understands that each household's situation is nuanced, and therefore different approaches, resources and timelines may be utilized.

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.

Social and Emotional Well-Being means the development of key competencies, attitudes, and behaviors that equip a person experiencing homelessness to avoid unhealthy risks and to succeed across multiple domains of daily life, including school, work, relationships, and community.

Southern Nevada Homelessness Continuum of Care (SNH CoC) is the official board acting on behalf of the Continuum of Care to further the mission of ending homelessness in Southern Nevada. The Board is made up of representatives from governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, homeless and formerly homeless persons and any other identified stakeholder that benefits the mission of ending homelessness in Southern Nevada. However, any person or organization interested in addressing homelessness is considered to be a part of the continuum. The Southern Nevada Homelessness Continuum of Care Board is responsible for overseeing Help Hope Home, Southern Nevada's plan to end homelessness. With the enactment of the HEARTH Act in 2009 the CoC is the entity that implements the HUD CoC program and includes all who choose to participate and are concerned with and/or are providing services to individuals and families who are experiencing homelessness. HUD CoC program is designed to:

- Promote a community-wide commitment to the goals of ending homelessness.
- Provide funding for efforts to rapidly re-house homeless individuals and families.
- Promote access to and effective use of mainstream programs.
- Optimize self-sufficiency among individuals and families experiencing homelessness.

Supportive Housing – options for clients exiting unsheltered homelessness:

Short-Term Supportive Housing, in connection with Crisis Stabilization, provides immediate step of supportive housing for continued stabilization and treatment services 24 hours a day, 7 days a week, for a time limited period of 60-90 days.

- **Recovery Housing** is housing in a client-initiated, abstinence-focused, and peer-supported community for people recovering from substance use issues. Typically, residents choose to actively participate together in community activities focused on supporting recovery. The key is that the program client has sought out this type of program as their preferred choice for supporting their personal commitment to their sobriety and holistic recovery.
- **Transitional Housing** is designed to provide housing in a room, apartment, or comparable setting, and supportive services to facilitate movement to independent living and self-sufficiency.

Long-Term Supportive Housing/Permanent Housing is community-based housing without a designated length of stay and includes both permanent supportive housing and rapid rehousing. To be permanent housing, the program client must be the tenant on a lease for a term of at least one year, which is renewable for terms that are a minimum of one month long and is terminable only for cause.

- **Rapid Rehousing** is defined as tenant-based rental assistance and supportive services, to be provided for up to 24 months, to assist a homeless individual or family with or without a disability to move as quickly as possible into permanent housing and achieve stability in that housing.
- **Permanent Supportive Housing** is defined as tenant-based rental assistance and supportive services, to be provided for an indefinite period of time, to assist a chronically homeless individual or family with a disability to move into permanent housing and assist them in living independently.

Supportive Services address the service needs of homeless individuals to help promote improvement in housing stability, education and/or employment, and social and emotional well-being. Supportive services may include, but are not limited to: 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.

Trauma-Informed Care and Practice is a strengths-based framework grounded in an understanding of and responsiveness to the impact of trauma. It emphasizes physical, psychological, and emotional safety for both providers and participants, and creates opportunities for participants to rebuild a sense of control and empowerment.

4.0 Target Population and Admission Criteria

1. Served client population must meet the definition of homeless as previously defined.

The following criteria **may not** be used to determine program eligibility and continued stay, unless agency established program policies and procedures are fair and equitable to all applicants, do not discriminate, and have been pre-approved by COUNTY program staff:

- Sobriety and/or commitment to be drug-free;
- Participation in treatment, religious services or other services and activities;
- History of criminal justice involvement;
- Employment/income;
- Payment or ability to pay; nor
- Identification.

5.0 Services

The purpose of this section is to provide a description of the services the PROVIDER is responsible to deliver. PROVIDER is expected to support households experiencing homelessness move as quickly as possible into permanent housing and achieve long-term stability through the provision of the following services described.

The Proactive team is expected, at a minimum, to:

- Routinely monitor geographical areas that consistently have a high number of households residing in areas not meant for human habitation, such as a street, park, field, makeshift shelter, tent, abandoned building, etc. Requests may be made from the COUNTY and other designated organizations. Households can include an individual, family, or cohabitating individuals.
- Provide Responder Assessments that assess the area for the number of homeless households present in a designated geographical space (e.g., lot, park, city block, private undeveloped property, etc.), environmental factors, and health and safety issues.
- Assess the health and safety status of the households residing in the area for medical, mental health, and substance abuse treatment needs, and provide immediate assistance upon consent of the individual.
- Determine a person's eligibility, current and potential strengths, weaknesses, and needs towards placement into a stabilizing treatment or housing situation.
- Participate in service planning and participation towards successfully transitioning the client to the case management provider. This should include case conferencing and co-facilitation of initial case management appointments to retain rapport with the client and support engagement in services.
- Monitor the outcome of the referral to ensure that each client is continuing to be stable or provide targeted outreach to households to attempt to stabilize them until they choose to engage in previously listed intervention strategies.
- Routinely monitor geographical areas that continue to have households residing in the space not meant for human habitation and offer the previous intervention strategies to assist households until they consent to engage in those strategies or until after the property or space has been vacated.
- Meet and case conference with appropriate organizations to identify needed services to improve responsiveness to interventions, e.g., census of housing beds, availability of inpatient services, etc., as needed.
- Advocate as needed on behalf of a specific client or group of clients to ensure equity and appropriate services are provided.
- Report outcomes of intervention requests to the COUNTY and other designated organizations.

The LINK-Outreach team is expected to provide a 50 percent or higher location rate and outreach services to located households to meet the necessary service provisions of the LINK Bridge Housing (LINK BH) Project that includes the following in coordination with LINK-Case Management:

- Respond to referral requests from LINK staff and develop a targeted location strategy to engage specific intended community member. Households can include an individual, family, or cohabitating individuals.
- Work very closely and collaborate with other outreach teams in an effort to locate intended individuals and/or households.
- Transport clients, when necessary, to obtain stabilizing medications, supportive services, and resources to stabilize in bridge housing.
- Provide move-in kits, food, emergency resources to stabilize in bridge housing. These resources should be provided on a case-by-case basis, depending on the unique needs of each household.
- Identify a safe, decent, and suitable bridge housing placement based on the needs of the client to include accessible placements that may be needed to accommodate a disability; transport the client to bridge housing for stabilization adhering to the CCSS bridge housing policies and procedures.
- Utilize the CTI model; work on developing a case plan with the client in bridge housing to support stabilization, integration, and retention in the program.
- Provide basic life skills training in bridge housing to ensure client can live in an independent setting.
- Document all service interactions and case notes in CMIS. Monthly reports will be generated from data collected in CMIS or like database system, including outcomes and performance measures.
- Conduct ongoing monitoring and evaluations of client progress and needs while in bridge housing.
- Conduct planning activities that move the client towards successfully transitioning to a permanent supportive housing provider. This should include case conferencing appointments to retain rapport and client engagement in service delivery.
- Advocate as needed on behalf of a specific client or group of clients to ensure equity and appropriate services are provided.
- Work closely with permanent housing service providers once housing opportunities have been identified to ensure a smooth transition for the clients.

The Call-out team is expected, at a minimum, to:

- Immediately respond to crisis intervention requests involving households who are residing in an area not meant for human habitation, such as a street, park, field, makeshift shelter, tent, abandoned building, etc. Requests must be made only from the COUNTY. Households can include an individual, family, or cohabitating individuals.
- Provide Responder Assessments that assess the area for the number of homeless households present in a designated geographical space (e.g., lot, park, city block, private undeveloped property, etc.), environmental factors, and health and safety issues.
- Assess the health and safety status of the households residing in the area for medical, mental health, and substance abuse treatment needs, and provide immediate assistance upon consent of the individual.
- Determine a person's eligibility, current and potential strengths, weaknesses, and needs towards placement into a stabilizing treatment or housing situation.
- Participate in service planning and participation towards successfully transitioning the client to the case management provider. This should include case conferencing and co-facilitation of initial case management appointments to retain rapport with the client support and engagement in services.
- Monitor the outcome of the referral to ensure that each client is continuing to be stable or provide targeted outreach to households to attempt to stabilize them until they choose to engage in previously listed intervention strategies.
- Meet and case conference with appropriate organizations to identify needed services to improve responsiveness to interventions, (e.g., census of housing beds, availability of inpatient services, etc.), as needed.
- Advocate as needed on behalf of a specific client or group of clients to ensure equity and appropriate services are provided.
- Work closely with the Mobile Crisis Intervention Proactive Team, when time permits, to routinely monitor and frequent geographical areas that continue to have households residing in the space not meant for human habitation and offer the previously defined intervention strategies to assist households until they consent to engage in those strategies or until after the property or space has been vacated.
- Report outcomes of intervention requests to the COUNTY.

Regional Outreach Coordination Services is expected, at a minimum, to:

- Develop and manage the entire scope of outreach dispatch and coordination among County-funded outreach teams.
- Research and implement a ticketing system, as well as develop a comprehensive reporting mechanism to illustrate location and volume of all outreach activity and to inform continuous improvement efforts. The ticketing system will serve as a mechanism to receive and document all homeless outreach requests and will include the ability to track follow-up efforts and results of outreach efforts.
- Develop and provide training on the ticketing system to County-funded outreach teams.
- Monitor outreach teams' workload in order to prioritize requests for homeless outreach assistance. After receipt and review of all requests for homeless outreach assistance, prioritize and dispatch outreach teams based on all teams' workloads.
- Coordinate among all involved parties abatement efforts within environmentally open areas of concern.
- Develop and implement a reporting mechanism or database that will assist in mapping the location and frequency of homeless outreach requests/responses. Maintain the database, retrieve, and analyze data, and present the data in a visual way for elected officials and jurisdictional leaders to strategize efforts that will better meet needs and address unsheltered homelessness. Provide monthly and/or quarterly reports to include all outreach activity and abatement resolution.
- Meet regularly with outreach teams to discuss successes, challenges, and concerns, review data, and strategize efforts toward service delivery improvements.
- Serve as the outreach liaison for all jurisdictional partners, including police departments, public works offices, leaders, and elected officials, as well as the media, businesses, and public citizens. Maintain positive relations with all interjurisdictional partners in responding to areas and issues of shared concern.

6.0 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 PROGRAMS in accordance with Nevada Revised Statutes, Nevada Administrative Codes, all other applicable federal, state and local regulations in collaboration with the provisions of the SNH CoC Written Standards and Quality Practices.** These written standards are intended to set basic, minimum requirements to ensure that programs are administered fairly and methodically. PROVIDERS are expected to remain bound by the terms of this scope of work and nothing in the standards shall be construed to relieve PROVIDER of this responsibility. PROVIDER is encouraged to contact COUNTY regarding unique client issues that may require flexibility with the provisions of the SNH CoC Written Standards. Any deviation must be approved by COUNTY in writing. While this program is not funded by HUD or federal funding, it is important to recognize that clients will transition from this program to federally-funded housing programs and therefore the established work must meet HUD guidelines to ensure clients are eligible for programs.
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 lived experience of homelessness to participate in the design, delivery, and evaluation of services for adults experiencing 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. **Participate in coordinated entry:** The community has developed a coordinated entry system that may be staffed by a third party. PROVIDER must participate and submit referrals to the coordinated entry system for clients unable to obtain sheltered housing through Housing Problem Solving activities.
5. **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.

6. **Provide Supportive Services:** Case managers will assist each client, as needed, to obtain appropriate supportive services, including assistance in obtaining permanent housing, and other services essential for achieving self-sufficiency, including but not limited to: transportation; educational supports; employment assistance; health care services; support with overall health and wellness; individual and group counseling; legal services; credit counseling; life skills including financial literacy, budgeting, shopping, meal preparation, conflict resolution, skills to support successfully living within a community, and aftercare.
7. **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.
8. **Complete mandatory training requirements.** All staff, at a minimum, must receive training in the following components.
 - a. Mental Health First Aid
 - b. Housing First
 - c. Trauma Informed Care
 - d. Motivational Interviewing
 - e. Harm Reduction
 - f. Conflict Resolution
 - g. CPI Verbal Intervention
 - h. CPR & AED Training
 - i. Ethics and Boundaries
 - j. Dementia Signs
 - k. Safety Training
 - l. Narcan Training
 - m. Any other trainings identified by parties as integral to service delivery of the program.

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 mandated subjects to all program operations staff, regardless of length of service, must be submitted to COUNTY through and COUNTY designated reporting portal as part of monthly reporting and in a timely manner after the completion of training. COUNTY may require additional training throughout the life of PROGRAM and shall allow adequate time for PROVIDER to ensure staff complete the training.

9. **Actively participate in Southern Nevada Homelessness Continuum of Care (CoC)** and community planning to end homelessness. PROVIDER must operate within the crisis response system rather than as an autonomous, standalone program. This includes actively participating in the CoC meetings and annual Point-In-Time counts. PROVIDER must work collaboratively with community and other providers serving clients. PROVIDER must also attend CoC sponsored trainings as related to this contract.
10. **Participate in Community Management Information System (CMIS) and COUNTY designated reporting portal:** PROVIDER shall enter data in a timely manner into CMIS in alignment with the Nevada CMIS Data Quality Plan and into COUNTY designated reporting portal as directed.

11. **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.
12. **Regularly report performance:** PROVIDER shall be responsible for reporting on outcomes to COUNTY including reducing the length of homelessness episodes, increasing exits to permanent housing, and reducing returns to homelessness.
13. **Additional Responsibilities:**
 - a. Employ management, staff, and volunteers with sufficient technical knowledge, skill, and expertise necessary to provide the services while ensuring appropriate staff-to-client ratios. Higher level case management and housing stabilization positions shall be provided to provide stabilization services to the high-need population being served, and to maximize opportunities to connect individuals to a variety of housing opportunities.
 - b. 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.
 - c. 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.
 - d. Enter real-time client service information into CMIS (to include recording the client's location on the Location tab whenever possible) and complete reports in COUNTY designated reporting portal by the 15th of each month. Monthly reports will be generated from data collected in CMIS.
 - e. 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.
 - f. 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 reports from CMIS or comparable DV database for DV shelters, the fee for each unit of service, and the total amount requested to support PROGRAM.
 - g. 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.
 - h. PROVIDER is responsible to participate with COUNTY within the local CoC in further development of improved provision of homeless case management and housing services. This includes collaboration with other homeless service providers to minimize duplication of service and maximize utilization of available resources.
14. **PROVIDER shall certify to:**
 - a. Have policies and procedures in place governing the work related to outreach services and of which ensures employee/client boundaries and appropriateness.
 - b. Maintain the confidentiality of records pertaining to any individual that is provided domestic violence prevention or treatment services through PROGRAM.
 - c. 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.
 - d. When applicable, take the educational needs of children into account when families are placed in housing and, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education.

- e. When applicable, to designate a staff person to be responsible for ensuring that children being served in PROGRAM are enrolled in school and connected to appropriate services in the community, including any early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of the title VII of the Act.
 - f. Ensure that PROVIDER, its officers, and employees are not debarred or suspended from doing business with the Federal Government.
 - g. Provide information, such as data and reports, as required by COUNTY.
 - h. Comply with such other terms and conditions as COUNTY and/or funders require; and
 - i. Have a grievance policy in place that addresses the process to appeal eligibility determinations, service provision and/or quality of care.
15. **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 CMIS 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. All staff shall be trained in and understand CMIS utilization expectations.
 - c. Track all data and performance results specific to evidenced based practices and client outcomes.
 - d. Ensure all appropriate staff are trained in relevant best practices.
 - e. Ensure all appropriate staff are trained in and understand CMIS utilization expectations; and
 - f. 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.

Outcome (OUTREACH): Participants will have increased access to supports that address immediate health and safety needs.		Proactive	LINK	Call Out	ROC
Major Tasks Necessary to Realize Outcomes (Activities):	Output Resulting from Tasks:				
Respond to crisis intervention requests made by the COUNTY and other designated organizations.	Number of callout requests received	x	x	x	
Conduct outreach to identify clients living in places not meant for human habitation such as washes, tunnels, deserts, abandoned buildings, freeway underpasses, etc.	Number of outreach contacts made	x	x	x	
Complete first responder assessments and provide them to the County designee.	Number of assessments administered	x			
Complete Outreach Request Reports and provide them to the County designee.	Number of assessments administered			x	
Obtain and document in CMIS any information disclosed by client willingly in order to aid in client tracking.	Number of client records established	x	x	x	
Provide non-perishable food items and water to clients in order to assist in gaining trust and reduce fear to accessing services.	Number of sets of food/water provided	x	x	x	
Provide bus passes as needed for appointments and transport after hours to Coordinated Entry (CE).	Number of bus passes provided Number of transports provided	x	x	x	
Complete follow-up monitoring of areas that continue to have homeless households present.	Number of follow up visits to geographical areas previously designated in callouts	x		x	
Maintenance of database to track outreach activity and encampment abatement efforts; monitoring of outreach teams; workload, prioritization of requests, and dispatch of teams to respond.	Number of tickets received Number of tickets followed-up Number of tickets resolved Monthly heat mapping of outreach activities				x
Target & Indicator: 80% of referred clients will be engaged and encouraged to access services necessary for stabilization.					
Outcome Measurements: CMIS – Number of client records established. (Plus, follow-up with encampment to ensure clients are served); Percentage of tickets that are resolved (ROC)					

Outcome (HOUSING): Participants will have increased initial housing stability.		Proactive	LINK	Call Out	ROC
Major Tasks Necessary to Realize Outcomes	Output Resulting from Tasks:				
Assess clients for housing needs and make appropriate referrals.	Number of assessments administered	x	x	x	
Transport clients to emergency lodging, bridge housing or other necessary destination as appropriate.	Number of transports provided	x	x	x	
Place clients in bridge housing and provide immediate stability services.	Number of clients placed in bridge housing Number of clients provided with supplies		x		
Develop case plans with clients in bridge housing to support stabilization, integration, and retention in programming.	Number of case plans developed		x		
Conduct housing problem solving conversations.	Number of HPS conversations Number of client resolutions from HPS conversations	x	x	x	
Assist client in application process at CE.	Number of client CHATs administered	x		x	
Monitor the outcomes of referrals to housing.	Number of housing follow-up and status services provided	x	x	x	
Assist client once in programming to make transition to new ICM, in order to ease client fears and concerns.	Number of all housing related services provided	x	x	x	
Target & Indicator: 80% of those referred for shelter/housing receive shelter or housing or related services					
Outcome Measurements: CMIS – Number of referred clients that reflect positive housing follow-up status. Number of clients that exit to housing. (Client follow-up and documentation into CMIS)					

Outcome: (MEDICAL): Clients experience increased medical stability, leading toward self-sufficiency.		Proactive	LINK	Call Out	ROC
Major Tasks Necessary to Realize Outcomes:	Output Resulting from Tasks:				
Screen clients for medical issues and make appropriate referrals.	Number of assessments administered Number of clients referred to medical treatment	x	x	x	
Transport clients to hospital or homeless clinic if needed.	Number of transports provided	x	x	x	
Utilize medical professionals to transport in life threatening situations.	Number of EMT transports utilized	x	x	x	
Monitor the outcomes of referrals to medical treatment.	Number of medical follow-up and status services provided	x	x	x	
Assist client once in programming to make transition to new ICM, in order to ease client fears and concerns.	Number all of medical related services provided	x	x	x	
Target & Indicator: 50% of clients that are referred for medical attention will access treatment.					
Outcome Measurements: CMIS – Number of referred clients that reflect positive medical follow-up status					

Outcome: (MENTAL HEALTH): Clients experience increased mental health, leading toward self-sufficiency.		Proactive	LINK	Call Out	ROC
Major Tasks Necessary to Realize Outcomes:	Output Resulting from Tasks:				
Licensed staff will assess clients for mental health needs and refer for psychiatric/medication evaluation.	Number of assessments administered Number of clients referred to mental health treatment	x	x	x	
Licensed staff will initiate L2K if client is presenting as a danger to self or others.	Number of L2Ks initiated	x	x	x	
Monitor the outcomes of referrals to mental health treatment.	Number of mental health follow-up and status services provided	x	x	x	
Assist client once in programming to make transition to new ICM, in order to ease client fears and concerns.	Number of all mental health related services provided	x	x	x	
Target & Indicator: 10% of clients that are referred for mental health treatment will access treatment toward mental health/psychiatric stabilization.					
Outcome Measurements: CMIS – Number of referred clients that reflect positive mental health follow-up status.					

Outcome: (ALCOHOL/SUBSTANCE ABUSE TREATMENT): Clients experience an increase in healthy functioning as a result of reduction of harm associated with alcohol and/or substance abuse, leading toward self-sufficiency.		Proactive	LINK	Call Out	ROC
Major Tasks Necessary to Realize Outcomes:	Output Resulting from Tasks:				
Licensed staff will assess clients for alcohol/substance abuse and treatment options and make appropriate referrals.	Number of assessments administered Number of clients referred to substance abuse treatment	x	x	x	
Transport clients to detox when necessary	Number of transports provided	x	x	x	
Monitor the outcomes of referrals to substance abuse treatment.	Number of substance abuse follow-up and status services provided	x	x	x	
Assist client once in programming to make transition to new ICM, in order to ease client fears and concerns.	Number of all substance abuse related services provided	x	x	x	
Target & Indicator: 10% of clients referred to alcohol/substance abuse treatment will access treatment.					
Outcome Measurements: CMIS – Number of referred clients that reflect positive substance abuse treatment follow-up status					

Outcome (SELF SUFFICIENCY) Clients will have improved transition to independent living and self-sufficiency through assistance that reduces barriers to self-sufficiency.		Proactive	LINK	Call Out	ROC
Major Tasks Necessary to Realize Outcomes:	Output Resulting from Tasks:				
Assess clients for legal and other issues associated with barriers to self-sufficiency and make appropriate referrals.	Number of assessments administered Number of legal referrals provided	x	x	x	
Assist clients with resolving or addressing legal issues.	Number of legal services provided	x	x	x	
Assist clients with identification and other related services.	Number of self-sufficiency barrier-addressing supports provided	x	x	x	
Monitor the outcomes of legal referrals and other issues associated with barriers to self-sufficiency.	Number of legal or self-sufficiency follow-up and status services provided	x	x	x	
Target & Indicator: 90% of clients experiencing barriers to obtaining self-sufficiency receive help to resolve their legal or identification issues					
Outcome Measurements: CMIS – Number of clients that receive services and reflect positive legal and identification follow-up status					

Outcome: DATA QUALITY: Data quality is improved through complete and accurate client records.		Proactive	LINK	Call Out	ROC
Major Tasks Necessary to Realize Outcomes:	Output Resulting from Tasks:				
Staff will enter program client information into CMIS as completely as possible, completing all data fields possible.	Number of complete client profiles (complete data fields)	x	x	x	
Staff will maintain case notes and client contact information in CMIS in a current timely manner.	Number of client records that reflect a case plan as well as monthly service and transaction	x	x	x	
Target & Indicator: 80% of clients will have CMIS records that reflect a case plan, as well as a monthly service and transaction.					
Outcome Measurements: CMIS – Percentage of CMIS client records that have both complete initial client information and all service activity included in CMIS.					

8.0 Quality Assurance

1. An annual progress report describing PROGRAM'S progress and activity is due within 90 days of the end of a PROGRAM year. This report will be generated by CCSS RAD from the CMIS and COUNTY designated reporting portal submissions made by PROVIDER.
2. Monthly and quarterly reports describing PROGRAM'S progress and activity may be required by the funder. Reports will be generated using information entered into CMIS and COUNTY designated reporting portal by PROVIDER.
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 through a virtual evaluation and/or in-person site visit evaluations. 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 COUNTY designated reporting portal 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

Performance Requirements	Proactive	LINK	Call Out	RDC
Number and type of outreach requests				x
Location and frequency of outreach requests and responses				x
Number of team dispatches	x		x	x
Enter real-time client service information in the Homeless Management Information System (CMIS) database (to include recording the client's location on the Location tab whenever possible); and complete reports in county designated reporting portal by the 15 th of each month.	x	x	x	
Number of clients served with Housing Problem Solving.	x	x	x	
Number of clients referred TO the community Coordinated Entry queue.	x		x	x
Number of clients referred FROM the community Coordinated Entry queue.		x		
Number of clients located.		x		x
Number of clients navigated from homelessness to bridge housing, non-congregate shelter, emergency shelter, or other sheltering program.	x	x	x	x
Number of clients placed into a permanent housing program (PH, RRH or TH-RRH)	x	x	x	x
Number of clients who completed the 3-month follow-up survey.		x		
Number of clients who completed the exit survey.	x	x	x	
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;	x	x	x	x
Number of clients who were approved for SSI/SSDI;	x		x	
Number of clients actively participating in the SOAR process;	x		x	
Number of clients self-selected out of the PROGRAMS, including the number of days in services and the reason(s) why they did not continue to participate; and	x	x	x	
Other items determined to be pertinent to the assessment of the program.	x	x	x	x

10.0 Budget

Table below reflects budget categories that correspond to the scope of work:

Budget Categories
MCIT – Proactive / Callout / LINK/ Regional Outreach Coordination
Direct Services: Direct Personnel, Travel, Direct Client Services (includes emergency lodging)
Operations: Communications, Supplies, Training, Occupancy Fee, Direct Administration
Indirect Admin: Indirect Personnel, Indirect Administration

EXHIBIT B
MOBILE CRISIS INTERVENTION TEAM OUTREACH AND ENGAGEMENT SERVICES 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 NO.607098-24; MOBILE CRISIS INTERVENTION TEAM OUTREACH AND ENGAGEMENT SERVICES PROGRAM OUTREACH AND ENGAGEMENT SERVICE 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.

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 INSURED 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)

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. 607098-24, entitled MOBILE CRISIS INTERVENTION TEAM OUTREACH AND ENGAGEMENT SERVICES 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 _____ 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.