

CLARK COUNTY, NEVADA

COVID-19 NON-CONGREGATE SHELTER SERVICES FOR LONG TERM CARE CBE NO. 606075-21

PALMA HOLDINGS LLC DBA THE AMERICANA ASSISTED LIVING
NAME OF FIRM
Marcelino Casal
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
3312 W. Charleston Boulevard Las Vegas, NV 89107
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 553-2580
(AREA CODE) AND TELEPHONE NUMBER
None
(AREA CODE) AND FAX NUMBER
<u>marce.casal@mywellcarepharmacy.com</u>
E-MAIL ADDRESS

COVID-19 NON-CONGREGATE SHELTER SERVICES FOR LONG TERM CARE

This Contract is made and entered into this _____ day of _____, 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and PALMA HOLDINGS LLC DBA THE AMERICANA ASSISTED LIVING (hereinafter referred to as PROVIDER), for Covid-19 Non-Congregate Shelter Services for Long Term Care (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$2,919,996, 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, 2021 through June 30, 2022. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) and in accordance with the monthly rate therein for the not-to-exceed amount of \$2,919,996. COUNTY'S obligation to pay PROVIDER cannot exceed 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 PROJECT is completed for the said fee.

B. Terms of Payments

1. Each invoice received by COUNTY must include a summary of the services to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. 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.
 - c. 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 B.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 B.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.

6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted to: Margaret LeBlanc Department of Family Services 5th Floor 500 Grand Central Parkway, Las Vegas, NV 89155.
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.

C. COUNTY'S Fiscal Limitations

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

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time, by written amendment, make 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, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of PROVIDER for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.
- 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, Danita Osborn, Department of Social Service, telephone number (702) 790-9011 or by email at danitao@clarkcountynv.gov 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 PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

- 1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than ten (10) calendar days written notice of intent to terminate; and
 - b. 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
Attn: Margaret LeBlanc
5th Floor Department of Family Services
500 South Grand Central Parkway
Las Vegas, NV 89155

TO PROVIDER: The Americana Assisted Living
Attn: Marcelino Casal
3312 W. Charleston Blvd.
Las Vegas, NV 89107

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 not employ unauthorized aliens in the performance of this Contract.

C. Non-Discrimination/Public Funds

The 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 Las Vegas Metropolitan Police Department and their employees, officers and agents of COUNTY and Las Vegas Metropolitan Police Department 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.

T. American Rescue Plan Act (ARPA) Funded Projects

PROVIDER, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

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

COUNTY:

CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

PROVIDER:

PALMA HOLDINGS LLC DBA THE AMERICANA ASSISTED LIVING

By: Marcelino Casal
MARCELINO CASAL
Chief Executive Officer

3/8/2022
DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: Elizabeth A. Vibert
ELIZABETH A. VIBERT
Deputy District Attorney

Mar 16, 2022

DATE

EXHIBIT A COVID-19 NON-CONGREGATE SHELTER SERVICES FOR LONG TERM CARE SCOPE OF WORK

1.0 Overview

Clark County Social Service provides a variety of services for needy residents of Clark County who are not assisted by other state, federal, or local programs. Social Service is responsible for ensuring that 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 rehousing, permanent supportive housing, and supportive services. Services are designed to meet community needs by addressing the underlying causes of homelessness and to identify the services necessary to support independence. This CONTRACT is intended to provide non-congregate shelter and housing services for households testing positive for COVID-19.

2.0 Scope of CONTRACT

COUNTY will administer funds to assist with the cost of operating a non-congregate shelter project for households who can't go home due to a high risk family member or households identified as "high risk" as defined by the Center for Disease Control (CDC) and/or the Southern Nevada Continuum of Care; and are experiencing homelessness. This CONTRACT will provide the care necessary to address COVID-19 but services will also include a housing-focused environment that promote engagement in housing-stability planning and service linkages to a variety of resources for clients to further their progress toward attaining housing. The CONTRACT is aimed at minimizing the spread and negative impact of COVID-19 among the unsheltered homeless in Southern Nevada and is designed to offer services to our homeless households impacted by COVID-19 through the provision of health care, referrals and emergency shelter.

The CONTRACT services shall be provided to COVID-19 households experiencing homelessness free of charge and with reasonable restrictions on the length of stay for the entire contract period. The CONTRACT goals are to provide health care and to end homelessness: minimizing an increase in the number of households impacted by COVID-19, permanently resolving housing crisis, facilitating self-resolution, reducing unsheltered homelessness, decreasing the number of frequent users of shelters, creating better system flow, connecting people to coordinated entry, and connecting people to other resources to help stabilize them once housed.

3.0 Definitions

Basic Needs are physiological needs such as hunger, thirst, bodily comforts, etc. associated with the lowest level of human need on Maslow's Hierarchy of Needs.

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 Supportive 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: assisting clients in crisis to stabilize through direct interventions and mobilizing needed supports and services
- Resource Development: attempting to create additional services or resources to address the needs of clients
- Discharge Planning: implementing many of the above functions to help clients plan to transition from one type of setting or service program to another

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.

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.

Clarity Human Services is a software application that is developed for human services client management. It is a web-based program that allows provider agencies to manage and secure client information. This software is used for the Homeless Management Information System (HMIS) for all homeless service providers in Nevada.

Critical Incident Report is a report that covers any "Critical Incident" which is any actual or alleged event or situation creating a significant risk of substantial or serious harm to the physical or mental health, safety or well-being of an individual(s) involved with the emergency shelter or intervention site.

Data Quality Standard is the number (or %) of client records created in HMIS that are complete and accurate. The Data Quality Standard is set at 80% accuracy or better. All HUD-supported projects and all projects receiving grant funds are expected to correctly 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 an agency in the HMIS system can have inadequate, inaccurate, or incomplete data entered for the client. To achieve a higher data quality rating, agencies must complete all data fields on all clients entered into the HMIS system. All data fields for each data record must be accurate and complete, which is tested each month by Clarity Human Services.

Diversion is a strategy that prevents homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing.

Effort Pledge is a statement that clients sign that acknowledges that they will do their best to work toward accomplishing housing goals outlined in the housing plan.

Emergency Shelter (ES) are sheltering programs that have minimal entry criteria, include time limits (varies by agency) where the duration is typically less than 90-120 days; are located in a structure offering protection from the elements, provide restroom facilities, meals (if appropriate), 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 available to meet the emergency shelter 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.

- Overflow: # of mats, beds, or spaces that are temporarily made available in an existing program.
- Off-Site Lodging: hotel or motel arrangements (apartment if used in place of a motel or hotel).
- Shelter: structure that contains units or beds to meet needs of emergency shelter.
- Seasonal: structure that only open during high demand periods.
- Low Demand: shelters (usually short-term Emergency Shelter) that have few, if any, behavior or conduct requirements.

These shelters focus on providing a safe, secure, violence-free place for homeless individuals to escape the outdoor elements and the uncertainties of life on the streets or in the desert encampments.

Diversion is a strategy that prevents homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing.

Effort Pledge is a statement that clients sign that acknowledges that they will do their best to work toward accomplishing housing goals outlined in the housing plan.

Emergency Shelter (ES) are sheltering programs that have minimal entry criteria, include time limits (varies by agency) where the duration is typically less than 90-120 days; are located in a structure offering protection from the elements, provide restroom facilities, meals (if appropriate), 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 available to meet the emergency shelter 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.

- Overflow: # of mats, beds, or spaces that are temporarily made available in an existing program.
- Off-Site Lodging: hotel or motel arrangements (apartment if used in place of a motel or hotel).
- Shelter: structure that contains units or beds to meet needs of emergency shelter.
- Seasonal: structure that only open during high demand periods.
- Low Demand: shelters (usually short-term Emergency Shelter) that have few, if any, behavior or conduct requirements.

These shelters focus on providing a safe, secure, violence-free place for homeless individuals to escape the outdoor elements and the uncertainties of life on the streets or in the desert encampments.

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.

Family includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, any group of persons presenting for assistance together with or without children and irrespective of age, relationship, or whether or not a member of the household has a disability. This includes any group of people that present together for assistance and identify themselves as a family are considered to be a family and must be served together as such.

Frequent Users are individuals who are the highest users of emergency rooms, jails, shelters, clinics, and other crisis service systems at a large cost to the communities in which they reside.

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.

Homeless 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 transitional housing for homeless persons who originally came from the street or an emergency shelter. Also, a person may 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.

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.

Household consists of one (or more) people who live in the same dwelling and share meals.

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 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 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. Housing 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 Housing Navigation Centers.

Housing Services are services that assist persons with obtaining housing. Services may include development of housing plans, recruitment of housing units for homeless clients, assistance with housing placements and lease agreements, preparing clients for successful transition to permanent housing, mediation between landlord and tenant, advocating for tenant rights, providing tenant education, etc. Positions to provide housing services may include 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.

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.

Supportive Housing

Short-Term Supportive Housing, in connection with Crisis Stabilization, provides an 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 participant 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 participant 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 persons, such as employment, health, drug abuse treatment, or education, to help homeless persons meet three overall goals: 1) achieve housing stability, 2) increase skill and/or income levels, and 3) obtain greater self-determination. Supportive services may include, but are not limited to: assistance in obtaining permanent housing, assistance in obtaining income supports, medical counseling and supervision, mental health and psychological counseling and supervision, employment counseling, substance abuse treatment and counseling, other services such as child care payments, transportation assistance, job placement or training, 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, that emphasizes physical, psychological, and emotional safety for both providers and participants, and that creates opportunities for participants to rebuild a sense of control and empowerment.

4.0 Target Population and Eligibility Criteria

Clients **MUST** be referred from the coordinated entry system by a Non-congregate Shelter (NCS) Matcher. The recipient cannot accept any referrals outside of the coordinated entry system for non-congregate shelter.

The following criteria **may not** be used to determine program eligibility and continued stay:

- Sobriety and/or commitment to be drug-free;
- Participation in religious services or activities;
- Participation in drug treatment services (including NA/AA);
- 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. The intent of non-congregate shelter assistance is to enable the quick resolution of the immediate health and housing crisis

The PROVIDER is expected to:

- Provide emergency housing for COVID-19 households who are not able to be reasonably accommodated elsewhere.
- Provide housing navigation services including a range of interventions to end participants' unsheltered status.
Required elements may include:
 1. Housing navigation services that focus on creating client-centered housing stability plans with all participants and work to reduce barriers to housing;
 2. Engaging individuals to link to additional services/programs including connection to public benefit programs, health, mental health, and drug treatment services, and job training or employment opportunities;
 3. Maintaining documentation of efforts and participants' choice to accept or refuse resource referrals/opportunities;

All services should:

- include clear communication regarding project assistance. In some instances, limited case management may continue after financial assistance ends if appropriate or requested by the household.
- be provided from a client-centered and client-driven service perspective. Clients should be actively engaged in problem solving conversations. A strengths-based approach to empower households should be used.

6.0 Responsibilities of PROVIDER

The purpose of this section is to provide a description of how the PROVIDER is expected to utilize the allocated funding to provide the highest quality of service to meet the necessary service provisions of the grant. The PROVIDER will:

1. **Ensure the operation of the Project is in accordance with Center for Disease Control (CDC), Nevada Revised Statutes, Nevada Administrative Codes, and all other applicable Federal, state and local regulations.**
PROVIDER is expected remain bound by the terms of this scope of work and PROVIDER is encouraged to contact COUNTY regarding unique client issues that may require flexibility with the provisions of this scope of work.
2. **Participate in coordinated entry:** The community modified the coordinated entry system by developing a matching system to meet the needs of persons who are at risk of or are impacted by COVID in order to appropriately match them to a non-congregate shelter facility to best meet their needs. PROVIDER will receive clients through this NCS matching process.
3. **Must comply with the policy and procedures outlined in the Southern Nevada Non-Congregate Shelter for High Risk Households Experiencing Homelessness Policy and Procedures Manual.**
4. **Utilize Trauma-Informed Care and Motivational Interviewing:** A Harm Reduction model, which does not require sobriety and addresses heavy drinking and/or drug use and its consequences, will also be utilized. The system design will effectively serve the target population in a welcoming and solutions-focused environment. PROVIDER shall adhere to all Continuum of Care and performance standards and requirements including recommendations from the regional planning process for creation and improvement of an effective homeless crisis response system.
5. **Comply with Equal Access Rule:** In alignment with the Equal Access Rule, PROVIDER will 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.
6. **Participate in Homeless Management Information System (HMIS):** PROVIDER will enter real time data in a timely manner into HMIS at client entry including the provision of all services and at program exit in alignment with the Nevada HMIS Data Quality Plan.

7. Additional Responsibilities:

1. Employ management, staff, and volunteers with sufficient technical knowledge, skill, and expertise necessary to provide the services while ensuring appropriate staff to client ratios. To provide stabilization to the high-need population being served, and to maximize opportunities to connect individuals to a variety of housing opportunities, higher level case management and housing stabilization positions should be provided.
2. Be available for consultation regarding the operation and progress of the CONTRACT with all parties to the funding agreement and at other reasonable times with advance notice as to not conflict with PROVIDER's other responsibilities.
3. Establish such fiscal and accounting procedures necessary to ensure the proper disbursement of, and account for 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 appropriate 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.
4. PROVIDER must submit to COUNTY's authorized representative a monthly invoice with a HMIS Program Funding Source Financial Detail Report by the 15th calendar day of each month for the previous month's services, which includes documentation of services provided via housing census reports from HMIS or comparable DV database for DV shelters, the fee for each unit of service, and the total amount requested to support the CONTRACT.
5. PROVIDER shall provide written notice to COUNTY of any program changes during the lifecycle of the contract.

8. PROVIDER will certify to:

1. Maintain the confidentiality of records pertaining to any individual or family that is provided domestic violence prevention or treatment services through the CONTRACT;
2. Ensure the address or location of any domestic violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such CONTRACT;

9. PROVIDER will perform activities to ensure proper CONTRACT administration, including, but not limited to the following:

1. Perform all eligibility determination and documentation;
2. Record all client service transactions, case notes, and supporting documentation as applicable, as close to real-time as possible and in accordance with data quality standards per the Nevada Data Quality Plan;
3. Track all data and performance results specific to evidenced based practices and client outcomes;
4. Ensure all appropriate staff are trained in relevant best practices;
5. Ensure all appropriate staff are trained in and understand HMIS utilization expectations;
6. Ensure incident management measures are in place to identify, analyze, and correct hazards to minimize adverse impact on operations;
7. Exit all clients out of HMIS at CONTRACT exit.

7.0 Performance Outcomes

All outcomes align with the vision of Clark County Social Service, which is self-sufficiency for at-risk people through a variety of services. The performance outcomes may vary depending upon which services are provided and the following is not all inclusive:

Outcome #1 (HOUSING): Clients experience increased housing stability resulting in a reduced likelihood of ongoing homelessness, leading toward self-sufficiency.	
Indicator 1: EXITS TO TRANSITIONAL HOUSING DESTINATIONS	
Major Tasks Necessary to Realize Outcomes (Activities)	Outputs Resulting from Tasks
Staff will assess clients entering shelter for specific needs and work together to search for housing using Housing First and harm reduction methods.	Number of completed assessments
Program will provide low-barrier non-congregate shelter for single adults and/or families.	Number total beds/units for households (unaccompanied individuals) Number of total beds/units for households (families) Number of total unique households served Number of average days (length of stay) for all households existing to any destination Number of average days (length of stay) for all households exiting to a permanent destination Number of total stayer households Number of average days (length of stay) for all stayer households % utilization rate
Target & Indicator: Percentage of households will exit to transitional housing during the operating year.	
Outcome Measurement: HMIS – Percent of total clients that are discharged to transitional housing as indicated in the Program Outcomes Report.	
Outcome #1 (HOUSING): Clients experience increased housing stability resulting in a reduced likelihood of ongoing homelessness, leading toward self-sufficiency.	
Indicator 2: EXITS TO PERMANENT HOUSING DESTINATIONS	
Target & Indicator: Percentage of households will exit to permanent (subsidized or unsubsidized) housing during the operating year.	
Outcome Measurement: HMIS – Percent of total clients that are discharged to permanent housing as indicated in the Program Outcomes Report.	

Outcome #2 (MEDICAL): Clients experience increased medical stability, leading toward self-sufficiency.	
Major Tasks Necessary to Realize Outcomes (Activities)	Outputs Resulting from Tasks
ICM will assess and screen clients for medical needs, make appropriate referrals, and support clients in improving and maintaining their medical stability.	Number of medical services provided
Target & Indicator: Percentage of clients showing improvement per pre- and post-test assessment, specific to medical stability.	

Outcome #3 (DATA QUALITY): Data quality is improved through complete and accurate client records.	
Indicator 1: HMIS PARTICIPATION AND DATA QUALITY	
Major Tasks Necessary to Realize Outcomes (Activities)	Outputs Resulting from Tasks
Staff will enter program participant information into HMIS as completely and as timely as possible, completing all data fields possible. Staff will exit clients out of HMIS at CONTRACT exit.	Number of completed client profiles (complete data fields) Number of project exits.
Target & Indicator: 20 of 25 (80%) possible points scored in HMIS Participation and Data Quality section of HMIS Performance Monitoring Report.	
Outcome Measurement: HMIS – Points scored per scoring logic associated with HMIS Participation and Data Quality section of Performance Monitoring Report.	

8.0 Quality Assurance

1. Monthly and quarterly reports describing the CONTRACT's progress and activity are being required by the funder. Reports will be generated using information entered into HMIS. Special reports may be required in addition to HMIS generated reports.
2. 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 agency leadership to discuss programs. PROVIDER will submit a written procedure for implementing the client feedback mechanism(s), and report on its progress when requested. PROVIDER shall also have a grievance and complaint process that every client is made aware at program entry.
3. CCSS will evaluate the PROVIDER's performance under this contract on a regular basis. Such evaluation shall include assessing the PROVIDER's compliance with all contract terms and performance standards and may occur monthly, quarterly, and/or semi-annually.
4. Client outcomes (measures of what happens to participants after receiving the service) will be reported with focus on the service provision areas; outcomes that address stability in the areas of housing, income, medical, mental health, substance treatment, and/or overall self-sufficiency; and the performance outcomes described in the previous section.
5. PROVIDER is expected to strive for and maintain a 100% HMIS participation and data quality standard.

9.0 Performance Requirements

1. Enter real-time client service information in the Homeless Management Information System (CMIS/HMIS) database;
2. Number of clients who were provided and/or referred and linked to health, including mental health, substance abuse treatment or other supportive services, and the status of these services and referrals/linkages for these clients;
3. Number of ongoing clients served by the PROVIDER;
4. Number of new clients served by the PROVIDER;
5. Number of clients self-selected out of the program, including the number of days in services and the reason(s) why they did not continue to participate;
6. Other items determined to be pertinent to the assessment of the program.

10. Compensation

1. COUNTY agrees to pay PROVIDER **\$243,333** per month for performance of services described in this Scope of Work not to exceed the amount of **\$2,919,996**. COUNTY's obligation to pay PROVIDER cannot exceed this amount. It shall be the PROVIDER's responsibility to ensure the hours and tasks are properly budgeted. PROVIDER shall submit to COUNTY a monthly invoice and summary of services in a format provided by COUNTY.
2. If client's data is not entered real time, invoices will not be paid until the data is correct in HMIS. PROVIDER acknowledges that if data is not in HMIS, it did not happen.
3. COUNTY may require budget revisions, depending upon funding levels. The program capacity and funding may be increased or scaled back based on community need and/or provider performance through the Amendment process.

Eligible Expenditures

- Observation beds
- 24/7 on-site supervision
- On-call nurse practitioner home health care visits, as needed
- Pharmacy delivery service
- Medication Oversight
- (3) meals per day and (2) snacks
- Laundry services
- Shower facilities
- Hygiene products
- Transitional housing services
- Housing navigation services
- Referrals to other appropriate providers to meet specific needs
- Other essential services and approved items

Location of Services: 100 South 14th St, Las Vegas, NV 89101

EXHIBIT B
COVID-19 NON-CONGREGATE SHELTER SERVICES FOR LONG TERM CARE
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. 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) Medical Expenses (\$5,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (H) Policy Number
 - (I) Policy Effective Date
 - (J) Policy Expiration Date
 - (K) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (L) Policy Number
 - (M) Policy Effective Date
 - (N) Policy Expiration Date
 - (O) Aggregate (\$1,000,000)
 8. Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
 10. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
1. INSURANCE BROKER'S NAME		PHONE	
ADDRESS		(A/C No. Ext): BROKER'S PHONE NUMBER	
		FAX (A/C No.): BROKER'S FAX NUMBER	
		E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED		INSURER A:	
2. PROVIDER'S NAME		3.	
ADDRESS		Company's	
PHONE & FAX NUMBERS		Best	
		Key Rating	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
4.	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	☒		(A)	(B)	(C)	EACH OCCURRENCE \$(D) 1,000,000 \$(E) MED EXP (Any one person) \$(F) 5,000 PERSONAL & ADV INJURY \$(G) 1,000,000 GENERAL AGGREGATE \$(H) 2,000,000 \$(I) DEDUCTIBLE MAXIMUM \$ 25,000
5.	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	☒		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident) \$(M) 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ DEDUCTIBLE MAXIMUM \$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below Y/N ☐	N/A					W/C STATUTORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - E.A. EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE \$(Q) 1,000,000

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

8. CBE NO. 606075-21; COVID-19 NON-CONGREGATE SHELTER SERVICES FOR LONG TERM CARE.**9. CERTIFICATE HOLDER****CANCELLATION**

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

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

10. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

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

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. 606075-21, entitled COVID-19 NON-CONGREGATE SHELTER SERVICES FOR LONG TERM CARE;
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.