

CLARK COUNTY, NEVADA

**RFQ NO. 606883-23
NON-CONGREGATE SHELTER**

NEW HOPE PLACEMENT, LLC DBA WELL CARE LIVING
NAME OF FIRM
Marcelino Casal Chief Executive Officer
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
3312 W. Charleston Boulevard Las Vegas, Nevada 89107
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 553-2580
(AREA CODE) AND TELEPHONE NUMBER
None
(AREA CODE) AND FAX NUMBER
marce@wc-health.com
E-MAIL ADDRESS

606883-23
NON-CONGREGATE SHELTER

This Contract is made and entered into this _____ day of _____ 2024, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and NEW HOPE PLACEMENT, LLC DBA WELL CARE LIVING (hereinafter referred to as PROVIDER), for NON-CONGREGATE SHELTER (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, 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 date of award through December 31, 2027, with the option to renew for 2, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A-1 through Exhibit A-4) for the fixed monthly fee amount on the Fee Schedule listed therein. COUNTY'S obligation to pay PROVIDER cannot exceed the fixed monthly fee amount for services. It is expressly understood that the entire work defined in Exhibit A-1 through Exhibit A-4 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.

COUNTY will pay PROVIDER for the implementation cost of the locations listed on Exhibit A-1 and Exhibit A-3. Implementation phase should be no more than 60 days once PROVIDER lease agreement for the listed location is signed. COUNTY will begin paying monthly fees once the implementation phase is complete and PROVIDER can start receiving clients.

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-1 through Exhibit A-4).

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 Scope of Work, Exhibit A-1 through Exhibit A-4.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Scope of Work, Exhibit A-1 through Exhibit A-4, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address. Invoice must also include documentation of services provided via housing census reports from HMIS or comparable database, the fee for each unit of service, and the total amount requested to support PROGRAM.

- 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 C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
- 4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
- 5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
- 6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
- 7. COUNTY shall not provide payment on any Invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Scope of Work, Exhibit A-1 through Exhibit A-4.
- 8. Invoices shall be submitted via email to:
SSRAD@ClarkCountyNV.gov and CCSSFiscalServices@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 PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A-1 through Exhibit A-4 of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

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

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or 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, Mary Cannizzaro, Clark County Social Service Grants Coordinator, telephone number (702) 659-0585 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. the opportunity to cure;
 - b. not less than sixty (60) 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 sixty (60) 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: Mary Cannizzaro
2424 N. Martin L King Blvd., Building C
Las Vegas, Nevada 89032

TO PROVIDER: New Hope Placement, LLC dba Well Care Living
Attention: Marcelino Casal
3312 W. Charleston Boulevard
Las Vegas, Nevada 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 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:
- to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
 - 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. Price Adjustment Requests

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

Consumer Price Index (CPI): All Urban Consumer, U.S. city average. Series ID: CUSR0000SA0 will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of CPI change or five (5) percent for an increase or decrease.

☐ Suitable Proof:

Print-out of CPI index and calculated increase.

☐ Drastic Market Conditions

Should drastic market conditions occur which dictate a significant price increase of any line item(s) during the term of Contract, COUNTY may consider these increases in addition to the allowed increases, providing PROVIDER submits written documentation and suitable proof by line item to COUNTY requesting permission and explaining in detail the unforeseen circumstances predating the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of the last price increase to the date of performance by an amount exceeding ten (10) percent. General industry correspondence with regards to market conditions are not suitable proof.

☐ Price Decrease

COUNTY shall receive the benefit of a price decrease to any line item at any time during the initial Contract term and for any subsequent term(s) if the decrease exceeds ten (10) percent of Contract price. If, at the point of exercising the price adjustment provision, market media indicators show that the prices have decreased, and that PROVIDER has not passed the decrease on to COUNTY, COUNTY reserves the right to place PROVIDER in default, terminate Contract, and such actions will reflect adversely against PROVIDER in determining the responsibility and non-responsibility of PROVIDER in future opportunities.

T. Companies that Boycott Israel

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

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

COUNTY:

CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

PROVIDER:


NEW HOPE PLACEMENT, LLC DBA WELL CARE LIVING

By: 
MARCELINO CASAL
Chief Executive Officer

10/09/2024
DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney


Sarah Schaerrer (Oct 15, 2024 12:12 PDT)
By: _____
SARAH SCHAERRER
Deputy District Attorney

10/15/2024

DATE

EXHIBIT A-1

LOW BARRIER NON-CONGREGATE SHELTER SCOPE OF WORK

1.0 OVERVIEW

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

COUNTY recognizes individuals as the 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 their central change agents; therefore, the **Low Barrier Non-Congregate Shelter (PROGRAM)** shall adopt a facilitative and supportive role to individuals' self-determination. In all aspects of PROGRAM, PROVIDER shall respect and trust individuals' self-knowledge, agency, and autonomy, while guiding and supporting each individual in their chosen goals.

2.0 SCOPE OF PROGRAM

COUNTY will administer COUNTY funds to assist with the cost of operating PROGRAM. PROGRAM services shall be provided to the target population free of charge with reasonable length of stay restrictions for the entire PROGRAM period. COUNTY will authorize funds made available to PROVIDER for PROGRAM year commencing on the date in Section I: Term of Contract.

PROVIDER shall operate a non-congregate emergency shelter to connect adults without children who have recently been released from a detention center and have exited into homelessness, or are currently in a detention center and will be exiting into homelessness, with a history of sexual offenses and/or violent felonies and are in need medical assistance, to provide housing, income, public benefits, and other services to help them reach a goal of self-sufficiency.

PROGRAM is directed toward providing emergency shelter space as quickly as possible, followed by tailored services. The PROGRAM shall provide the necessary services to include a housing-focused environment that promotes engagement in housing-stability, planning, and service linkage to a variety of resources for clients to further their progress toward attaining housing.

A non-congregate shelter provides short-term temporary housing (interim housing) for those eligible for housing program assistance. Ideally, an individual's stay will be less than ninety (90) calendar days. However, some circumstances may result in a longer period of program participation in order for an individual to access housing assistance - through a rapid rehousing or permanent supportive housing program. While individuals reside in a non-congregate shelter, they may receive additional supportive services. PROGRAM participants actively engaged in supportive services, working toward self-sufficiency, and establishing permanent housing, will not be prematurely discharged.

3.0 DEFINITIONS

Case Management under this scope includes a basic needs assessment for PROGRAM participants to obtain housing, plans, service coordination, case plan monitoring, and provides accountability support.

- A. **Document Readiness:** to assist with obtaining documents needed to obtain employment, and to enter a lease agreement as part of a housing program.
- B. **Assessment:** determine needs such as to overcome housing instability, and to develop goals that address identified barriers.
- C. **Linkage:** connect individuals to necessary services and resources available in the community (referrals), engaging them to link to additional services/programs - including public benefit programs, physical health, behavioral and/or mental health, and drug treatment services, as well as job training or employment opportunities.
- D. **Discharge Planning/Handoff:** transition individuals from one type of housing service to another - with the appropriate level of care - or to independency to support their long-term success.

Experiencing Homelessness/At-Risk of Experiencing Homelessness describes an individual based on the following:

- A. Has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human habitation.
- B. Has insufficient resources immediately available to attain housing stability.
- C. Is currently living in the home of another person, without a lease agreement, and is at-risk of eviction at any time.
- D. Has been notified that their right to occupy their current housing or living situation will be terminated.
- E. Lives in severely overcrowded housing.
- F. Lives in an emergency shelter; or without assistance from a service provider, they would be living on the street. This includes individuals being evicted within a week from a private dwelling.

Housing Navigation focuses on a) creating client-centered housing stability plans with all PROGRAM participants, and works to reduce barriers to housing, and b) developing landlord and housing outreach contacts, such as to provide an inventory of units/homes for individuals to potentially lease, within their respective budgets.

4.0 TARGET POPULATION AND ADMISSION CRITERIA

PROGRAM shall serve adults without children experiencing homelessness, or who may be at risk of homelessness, residing in Clark County, Nevada with the following minimum requirement:

- A. Persons who have recently been released from a detention center—who have exited into homelessness or are currently in a detention center and will be exiting into homelessness—with a history of sexual offenses and/or violent felonies and are in need medical assistance.

Point of Entry/Referral Process - PROGRAM shall accept individuals referred from COUNTY Navigation Center facilities, recognized homeless community organizations, and service providers on a case-by-case basis. Referrals will be coordinated through the Navigation Centers to ensure optimum pre-screening and person-centered needs are coordinated.

Preferred agencies/court system to submit referrals include:

- A. Las Vegas Metropolitan Police Department (Metro) Diversion Team - reduces the impact on entire system-detention center population/judges/attorney time costs.
- B. Probation and Parole,
- C. Specialty courts (e.g., Mental Health Court, Drug Court)

5.0 SERVICES

The purpose of this section is to provide a description of services the PROVIDER is responsible to deliver. The intent of non-congregate emergency shelter assistance is to provide a short-term safe space for families to receive housing navigation and support services to prepare for and transition quickly into long-term rapid rehousing or permanent supportive housing programs, or self-sufficient housing stability. In conjunction with the housing provided by the non-congregate shelter, services will also include case management, focused on reducing recidivism to homelessness, and addressing underlying barriers to self-sufficiency.

PROVIDER shall ensure equal access to services to all PROGRAM participants regardless of race, color, national origin, disability, sex (including gender identity and sexual orientation), and/or any other protected characteristics.

Minimally, PROVIDER shall:

- A. Operate a non-congregate emergency housing facility for adults without children experiencing homelessness, or who may be at risk of homelessness, and are in need of immediate short-term housing.
- B. Have 24/7 on-site supervision, on-property recreational activities, universal precaution and hygiene supplies, and laundry services for bedding. Further, PROGRAM shall offer each PROGRAM-enrolled individual three (3) meals and two (2) snacks per day.
- C. Provide pharmacy delivery service.
- D. Provide Nurse Practitioner Home Health Care visits as needed.

- E. Ensure enrolled individuals are entered into the Homeless Management Information System (HMIS) within forty-eight (48) hours of arrival.
- F. Provide medical or behavioral and/or mental health referrals.
- G. Provide emergency non-congregate shelter services to individuals, performing intake services within twenty-four (24) hours of arrival.
- H. Develop a case management plan within seven (7) days of intake.
- I. Provide PROGRAM individuals or households, in the case of couples, with supportive services tailored to meet their needs and assist them to achieve housing stability. Supportive services shall include, but not be limited to:
 - 1. Document readiness, i.e., birth certificate, valid state issued identification, Social Security card.
 - 2. Case management.
 - 3. Connections to income, public benefit programs (Welfare Supportive Services (DWSS), Medicaid, Temporary Assistance for Needy Families (TANF), Social Security Application - SSI/SSDI Outreach, Access, and Recovery (SOAR).
 - 4. Job training or employment opportunities.
 - 5. Primary care, mental health counseling, behavioral health therapist, psychiatric and behavioral health, substance abuse services or promoting integrated care services for co-occurring conditions essential for successful long-term outcomes.
 - 6. Referral assistance to undocumented Individuals, including but not limited to:
 - a. Referrals to Migration and Refugee Services (MRS) at Catholic Charities <https://www.catholiccharities.com/services/immigration-refugee-services>): Mexican, Cuban, Salvadorian, Honduran populations. An attorney is available to assist with immigration status based on income guidelines for those that are undocumented, Permanent Resident (Green Card holders) or Parole (Cuban).
 - b. Mexican population: Referrals to Mexican Consulate to obtain copies of vital records.
 - c. Referrals to Ethiopian Community Development Council, Inc. (ECDC) <https://www.ecdcus.org/>
 - d. Stupak Community Center: ESL and Citizen Classes for youth and families (702) 229-2488
 - e. Chicanos Por Las Causa (CPLC): resources for undocumented individuals. (702) 207-1614
 - 7. Links to additional services/programs.

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:

- A. Provide housing and case management to the agreed upon number of clients, at a minimum, per month (75% of total capacity-expected to be reached within 60-days of execution of this Contract or once room capacity has been met).
 - 1. If any rooms are unavailable for more than 30 days PROVIDER must notify COUNTY in writing on company letterhead of circumstances and provide a timeline and schedule for completion of repairs.
- B. Provide case management to the agreed upon number of clients, at a minimum, per month (75% of total capacity-expected to be reached within 60-days of execution of this Contract or once room capacity has been met).
- C. Provide Stabilization Services (Individualized Strengths-Based Approach) - An individualized, strengths-based approach depends on collaboration between the service provider and program participant, in which participants are viewed as equal partners in the change process. Following a strengths-based approach, tailored interventions are offered to allow participants input in identifying their strengths, needs, and goals.

1. Individuals with recovery challenges will be provided peer recovery, a support specialist, or a sponsor to apply a foundation to their lives to help them achieve long-term sobriety.
 2. Client-focused case management designed to meet the individual where they are, and to work with them to identify challenges they have encountered that present as barriers to reaching long-term goals, and to avoid reoffending into the criminal justice system.
- D. Provide Risk Assessment/Targeting Interventions (EBP for this subpopulation)
- E. Identify barriers for long-term offenders in obtaining housing, supportive services, and employment.
- F. Participate in weekly meetings with the COUNTY to review household barriers and discharge planning.
- G. Provide, and/or refer participants to, supportive service partners to ensure all services, support, and tools they require/request are readily available.
- H. Maintain documentation of efforts and individual's choice to accept or refuse resource referrals, opportunities, and services; youth case records/case notes which provide documentation regarding self-sufficiency, housing stability, and participant's choice to accept or refuse resource referrals/opportunities.
1. Enter case notes for each client contact into the Homeless Management Information System (HMIS) providing documentation to the COUNTY regarding management of service delivery.
 2. Enter intake/discharge dates into HMIS within forty-eight (48) hours of event; including exit reason and location if discharge is due to successful entry into a housing program or lease.
 3. Enter all youth contacts, category specific, into HMIS within forty-eight (48) hours of service delivery or contact.
- I. Perform housing navigation services - focused on creating person-centered housing stability plan to reduce barriers to housing. Housing navigation services include a range of interventions to end participants' unsheltered status. Required elements may include:
1. Assistance navigating the community's Coordinated Entry system.
 2. Housing/landlord search.
 3. Conduct Coordinated Entry Assessment, based on applicant vulnerability and optimal programmatic matching. Programs include rental assistance, rapid-rehousing, permanent supportive housing - all designed to exit clients from non-congregate shelter into permanent housing assistance through the specified program.
- J. Ensure that all services include:
1. Clear communication regarding project assistance
 2. Engagement from a participant-centered and participant-driven service perspective.
- K. Maintain availability of no less than 75% of total available rooms at each designated property due to occupancy or maintenance concerns.
- L. Maintain Universal Precaution Supplies on Site
- M. Provide Transportation via:
1. Bus Passes- Day or Month passes.
- N. Provide laundry Services- washers and dryers on site for personal laundry, industrial washers and dryers on site for linen and towels.
- O. Provide shower facilities- within each space.
- P. Provide access to free Wi-Fi.
- Q. Provide hygiene products upon request.
- R. Provide individual rooms with toilet and bath or shower facilities.
- S. Provide financial assistance to recover lost or stolen identification and/or documents.
- T. Maintain onsite access to donated clothing for job interviews, school appropriate attire and other necessities.
- U. Provide after-school tutoring and mentoring.
- V. Will allow basic dental services to be provided by 3rd party providers at the facility.
- W. Provide access to medical checkups and referrals.

7.0 ADDITIONAL RESPONSIBILITIES

PROVIDER shall also:

- A. Employ management, staff, and volunteers with sufficient technical knowledge, skill, and expertise to provide the services while ensuring appropriate staff-to-client ratios.
- B. Enter and update PROVIDER and PROGRAM information into Nevada 2-1-1 prior to the commencement of each year of services. A copy of the listing must be provided to COUNTY'S authorized representative.
- C. 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 seven (7) years upon completion of Contract, or termination of Contract, whichever comes first. All such records relating to any analysis or audit performed relative to the Contract will be retained for seven (7) years after such analysis or audit has been performed and any findings have been resolved. If 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.
- D. Submit an accurate and approved monthly invoice to COUNTY'S authorized representatives – SSRAD@ClarkCountyNV.gov and CCSSFiscalServices@ClarkCountyNV.gov by the fifteenth (15th) calendar day of each month for the previous month's services. The invoice must include documentation of services provided via housing census reports from HMIS or comparable database, the fee for each unit of service, and the total amount requested to support PROGRAM.
- E. Write and provide standard operating procedures to be approved and adopted by both Parties.
- F. Participate with COUNTY to further develop and improve homeless case management and housing services. This includes collaboration with other homeless service providers to minimize duplication of service and to maximize utilization of available resources.
- G. Ensure ongoing operation of PROGRAM in accordance with Nevada Revised Statutes, Nevada Administrative Codes, and all other applicable federal, state, and local regulations. PROVIDER is expected to remain bound by the terms of this scope of work and is encouraged to contact COUNTY regarding unique individual issues that may require flexibility with the provisions of the PROGRAM. Any deviation must be approved by COUNTY in writing.
- H. 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.
- I. Engage PROGRAM participants 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.
- J. Establish a grievance policy for individuals to express their grievances without compromising their eligibility or receipt of services offered through the PROGRAM.
- K. Complete mandatory training requirements. PROVIDER shall ensure all staff assigned to project are appropriately trained. PROVIDER shall keep adequate documentation of staff training in personnel files. COUNTY may require additional training throughout the life of PROGRAM and will allow adequate time for PROVIDER to ensure staff complete the training. All staff and volunteers, at a minimum, must receive training in the following components if appropriate to scope of PROGRAM:
 1. Mental Health First Aid
 2. Trauma Informed Care
 3. Harm Reduction
 4. Active Engagement
 5. Dementia Signs
 6. Housing Problem Solving
 7. Conflict Resolution
 8. Housing Problem Solving
 9. Maintain current CPR, AED & Basic First Aid Training
 10. Other training identified by COUNTY, or PROVIDER'S Clinical Director
- L. Participate in Homeless Management Information System (HMIS): PROVIDER shall ensure all appropriate staff are trained in and understand HMIS utilization expectations. PROVIDER shall:
 1. Record all individual service transactions, case notes, and supporting documentations as applicable, in HMIS within forty-eight (48) hours of the action in accordance with data quality standards per the Nevada Data Quality Plan.
 2. Ensure enrolled individual's location on the Location tab is entered and updated when applicable.

3. Maintain a 90% or higher HMIS participation and data quality standard.
 4. Track all data and performance results specific to enrolled individuals' outcomes within HMIS.
 5. Generate monthly reports from data collected in HMIS.
- M. Regularly Report Performance: PROVIDER is responsible for reporting on outcomes including:
1. Providing monthly reports describing PROGRAM'S progress and results. These reports must be submitted with the monthly invoice and, at a minimum, include the number of unique individuals served and how they exited PROGRAM.
 2. Ensuring that enrolled individual's outcomes (measures of what happens to PROGRAM participants because of receiving the service) shall be reported with focus on the service provision areas.
- N. 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 Parties.

8.0 BACKGROUND CHECK

- A. PROVIDER agrees to process a complete background check on all employees engaged in providing services under this Contract within thirty (30) days of the execution of this Contract and prior to any direct contact with referred participants prior to the commencement of such services.
- B. A complete background check will include having the person's information (i.e. fingerprints) searched through the following databases:
 1. NCIC (National Crime Information Center),
 2. NCJIS (Nevada Criminal Justice Information System)
 3. SCOPE II (Shared Computer Operation for Protection and Enforcement), and
 4. CANS (Child Abuse and Neglect Search in Nevada and in any other state the employee has resided during the last (5) years).
- C. PROVIDER shall provide COUNTY with a signed Certification of Compliance for PROVIDER and each employee or agent prior to that person having any direct contact with referred participants.
- D. Failure to complete background checks on PROVIDER and all employees and agents engaged in providing services under this Contract shall result in suspension of services and/or termination of Contract.

9.0 PROGRAM PARTICIPATION EXPECTATIONS

PROGRAM participants will be expected to:

- A. Sign and follow all required Admissions Forms and are subject to the following:
 1. Property will be searched for illegal items, weapons, etc. prior to room placement and throughout their stay.
- B. Participants will be expected to engage in self-care and self-help along with linked services identified and follow-through with appropriate referrals.
- C. Participants will be expected to engage in identifying barriers with mental health, behavioral health, substance abuse, or co-occurring disorders.

Participants/Households will be discharged when:

- A. Referred to and accepted into a supportive housing program (rapid rehousing, permanent supportive housing), programs that will continue to address the long-term housing needs of the participant.
- B. They have reached self-sufficiency, and have the means to exit PROGRAM, but are unwilling to discharge. Upon such circumstances, caregivers/households will be given a 30-day exit plan and discharge date.
- C. They refuse services.
- D. They turn down two (2) or more permanent housing options.
- E. They abandon the unit for 48 hours or more without contact.
- F. They violate program rules, policies, or the Occupancy Agreement.

10.0 RESPONSIBILITIES OF COUNTY

COUNTY will:

- A. Work collaboratively with PROVIDER.
- B. Determine if any participant may be eligible to participate in alternative transitional, rapid-rehousing, or permanent supportive housing. Refer and/or provide guidance to primary case management and secondary case management supports.
- C. Provide contract oversight for property management and on-site case management services.
- D. Track, compile, and maintain data on all referrals; share data and information between participating community partners and PROVIDER as allowed.
- E. Check HMIS for service history/CHAT completion.
- F. Act as contracting agent for PROGRAM.
- G. Facilitate planning meetings and ongoing collaborative efforts.
- H. Serve as point of communication for the PROVIDER and Referral Source and provide direction and guidance; communication; appropriate involvement to/with the PROVIDER.

11.0 QUALITY ASSURANCE

COUNTY will evaluate PROVIDER performance on a regular quarterly basis. Such evaluation will include assessing PROVIDER compliance with all Contract terms and performance standards.

12.0 FEE SCHEDULE

COUNTY agrees to pay PROVIDER the following rates:

- **\$91,500** per month for services (20 beds)
- **\$28,925** for 30 days one-time payment of implementation cost (based on but are not limited to: rent, salaries, insurance, utilities, property tax).

13.0 SERVICE LOCATION AND SERVICE PROVIDED

PROGRAM services are provided at the following location:

- A. Sana Living: 5975 W Twain Ave Suite B, Las Vegas, NV 89103

Service Provided
Facility
Individuals Served
Program Staffing
Client-Centered Case Management
Housing Navigation
Food (up to 3 meals per enrolled individual)

COUNTY will issue a purchase order(s) which will authorize the contractor to deliver and invoice for the product(s) and/or service(s) offered. A purchase order must be issued prior to the commencement of services.

EXHIBIT A-2

ADULTS WITHOUT CHILDREN NON-CONGREGATE SHELTER SCOPE OF WORK

1.0 OVERVIEW

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

COUNTY recognizes individuals as the 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 their central change agents; therefore, the **Adults Without Children Non-Congregate Shelter** (PROGRAM) shall adopt a facilitative and supportive role to individuals' self-determination. In all aspects of PROGRAM, PROVIDER shall respect and trust individuals' self-knowledge, agency, and autonomy, while guiding and supporting each individual in their chosen goals.

2.0 SCOPE OF PROGRAM

COUNTY will administer COUNTY funds to assist with the cost of operating PROGRAM. PROGRAM services shall be provided to the target population free of charge with reasonable length of stay restrictions for the entire PROGRAM period. COUNTY will authorize funds made available to PROVIDER for PROGRAM year commencing on the date in Section I: Term of Contract.

PROVIDER shall operate a non-congregate emergency shelter to connect adults without children experiencing homelessness, or who may be at risk of homelessness, to provide housing, income, public benefits, and other services to help them reach a goal of self-sufficiency.

PROGRAM is directed toward providing emergency shelter space as quickly as possible, followed by tailored services. The PROGRAM shall provide the necessary services to include a housing-focused environment that promotes engagement in housing-stability, planning, and service linkage to a variety of resources for clients to further their progress toward attaining housing.

A non-congregate shelter provides short-term temporary housing (interim housing) for those eligible for housing program assistance. Ideally, an individual's stay will be less than ninety (90) calendar days. However, some circumstances may result in a longer period of program participation in order for an individual to access housing assistance - through a rapid rehousing or permanent supportive housing program. While individuals reside in a non-congregate shelter, they may receive additional supportive services. PROGRAM participants actively engaged in supportive services, working toward self-sufficiency, and establishing permanent housing, will not be prematurely discharged.

3.0 DEFINITIONS

Case Management under this scope includes a basic needs assessment for PROGRAM participants to obtain housing, plans, service coordination, case plan monitoring, and provides accountability support.

- A. **Document Readiness:** to assist with obtaining documents needed to obtain employment, and to enter a lease agreement as part of a housing program.
- B. **Assessment:** determine needs such as to overcome housing instability, and to develop goals that address identified barriers.
- C. **Linkage:** connect individuals to necessary services and resources available in the community (referrals), engaging them to link to additional services/programs - including public benefit programs, physical health, behavioral and/or mental health, and drug treatment services, as well as job training or employment opportunities
- D. **Discharge Planning/Handoff:** transition individuals from one type of housing service to another - with the appropriate level of care - or to independency to support their long-term success.

Experiencing Homelessness/At-Risk of Experiencing Homelessness describes an individual based on the following:

- A. Has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human habitation.
- B. Has insufficient resources immediately available to attain housing stability.
- C. Is currently living in the home of another person without a lease agreement and is at-risk of eviction at any time.
- D. Has been notified that their right to occupy their current housing or living situation will be terminated.
- E. Lives in severely overcrowded housing.
- F. Lives in an emergency shelter; or without assistance from a service provider, they would be living on the street. This includes individuals being evicted within a week from a private dwelling.

Housing Navigation focuses on a) creating client-centered housing stability plans with all PROGRAM participants, and works to reduce barriers to housing, and b) developing landlord and housing outreach contacts, such as to provide an inventory of units/homes for individuals to potentially lease, within their respective budgets.

4.0 TARGET POPULATION AND ADMISSION CRITERIA

PROGRAM shall serve adults without children experiencing homelessness, or who may be at risk of homelessness, residing in Clark County, Nevada.

PROGRAM shall accept individuals referred from COUNTY Navigation Center facilities and recognized homeless community organizations and service providers on a case-by-case basis. Referrals will be coordinated through the Navigation Centers to ensure optimum pre-screening and person-centered needs are coordinated.

5.0 SERVICES

The purpose of this section is to provide a description of services the PROVIDER is responsible to deliver. The intent of non-congregate emergency shelter assistance is to provide a short-term safe space for families to receive housing navigation and support services to prepare for and transition quickly into long-term rapid rehousing or permanent supportive housing programs, or self-sufficient housing stability. In conjunction with the housing provided by the non-congregate shelter, services will also include case management, focused on reducing recidivism to homelessness, and addressing underlying barriers to self-sufficiency.

PROVIDER shall ensure equal access to services to all PROGRAM participants regardless of race, color, national origin, disability, sex (including gender identity and sexual orientation), and/or any other protected characteristics.

Minimally, PROVIDER shall:

- A. Operate a non-congregate emergency housing facility for adults without children experiencing homelessness, or may be at risk of homelessness, and are in need of immediate short-term housing.
- B. Have 24/7 on-site supervision, on-property recreational activities, universal precaution and hygiene supplies, and laundry services for bedding. Further, PROGRAM shall offer each PROGRAM-enrolled individual three (3) meals and two (2) snacks per day.
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 3. Connections to income, public benefit programs (Welfare Supportive Services (DWSS), Medicaid, Temporary Assistance for Needy Families [TANF], Social Security Application - SSI/SSDI Outreach, Access, and Recovery (SOAR).)
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 - a. Referrals to Migration and Refugee Services (MRS) at Catholic Charities <https://www.catholiccharities.com/services/immigration-refugee-services>: Mexican, Cuban, Salvadorian, Honduran populations. An attorney is available to assist with immigration status based on income guidelines for those that are undocumented, Permanent Resident (Green Card holders) or Parole (Cuban).
 - b. Mexican population: Referrals to Mexican Consulate to obtain copies of vital records.
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 7. Link to additional services/programs.

6.0 RESPONSIBILITIES OF PROVIDER

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- D. Participate in weekly meetings with the COUNTY to review household barriers and discharge planning.
- E. Provide and/or refer participants to supportive service partners to ensure all services, support, and tools they require/request are readily available.
- F. Maintain documentation of efforts and individual's choice to accept or refuse resource referrals, opportunities, and services; youth case records/case notes which provide documentation regarding self-sufficiency, housing stability, and participant's choice to accept or refuse resource referrals/opportunities.
 1. Enter case notes for each client contact into the Homeless Management Information System (HMIS) providing documentation to the COUNTY regarding management of service delivery.
 2. Enter Intake/discharge dates into HMIS within forty-eight (48) hours of event; including exit reason and location if discharge is due to successful entry into a housing program or lease.

3. Enter all contacts, category specific, into HMIS within forty-eight (48) hours of service delivery or contact.
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 3. Conduct Coordinated Entry Assessment, based on applicant vulnerability and optimal programmatic matching. Programs include rental assistance, rapid-rehousing, permanent supportive housing - all designed to exit clients from non-congregate shelter into permanent housing assistance through the specified program.
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- T. Will allow basic dental services to be provided by 3rd party providers at the facility.
- U. Provide access to medical checkups and referrals.

7.0 ADDITIONAL RESPONSIBILITIES OF PROVIDER

PROVIDER shall also:

- A. Employ management, staff, and volunteers with sufficient technical knowledge, skill, and expertise to provide the services while ensuring appropriate staff-to-participant ratios.
- B. Enter and update PROVIDER and PROGRAM information into Nevada 2-1-1 prior to the commencement of each year of services. A copy of the listing must be provided to COUNTY'S authorized representative.
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- D. Submit an accurate and approved monthly invoice to COUNTY'S authorized representatives – SSRAD@ClarkCountyNV.gov and CCSSFiscalServices@ClarkCountyNV.gov by the fifteenth (15th)

calendar day of each month for the previous month's services. The invoice must include documentation of services provided via housing census reports from HMIS or comparable database, the fee for each unit of service, and the total amount requested to support PROGRAM.

- E. Write and provide standard operating procedures to be approved and adopted by both Parties.
- F. Participate with COUNTY to further develop and improve homeless case management and housing services. This includes collaboration with other homeless service providers to minimize duplication of service and to maximize utilization of available resources.
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- I. Establish a grievance policy for individuals to express their grievances without compromising their eligibility or receipt of services offered through the PROGRAM.
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 - 4. Active Engagement
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 - 6. Housing Problem Solving
 - 7. Conflict Resolution
 - 8. Housing Problem Solving
 - 9. Maintain current CPR, AED & Basic First Aid Training
 - 10. Other training identified by COUNTY, or PROVIDER'S Clinical Director
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 - 1. Providing monthly reports describing PROGRAM'S progress and results. These reports must be submitted with the monthly invoice and, at a minimum, include the number of unique individuals served and how they exited PROGRAM.
 - 2. Ensuring that enrolled individual's outcomes (measures of what happens to PROGRAM participants because of receiving the service) shall be reported with focus on the service provision areas.

- M. 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 Parties.

8.0 BACKGROUND CHECK

- A. PROVIDER agrees to process a complete background check on all employees engaged in providing services under this Contract within thirty (30) days of the execution of this Contract and prior to any direct contact with referred participants prior to the commencement of such services.
- B. A complete background check will include having the person's information (i.e. fingerprints) searched through the following databases:
1. NCIC (National Crime Information Center),
 2. NCJIS (Nevada Criminal Justice Information System)
 3. SCOPE II (Shared Computer Operation for Protection and Enforcement), and
 4. CANS (Child Abuse and Neglect Search in Nevada and in any other state the employee has resided during the last (5) years).
- C. PROVIDER shall provide COUNTY with a signed Certification of Compliance for PROVIDER and each employee or agent prior to that person having any direct contact with referred participants.
- D. Failure to complete background checks on PROVIDER and all employees and agents engaged in providing services under this Contract shall result in suspension of services and/or termination of Contract.

9.0 PROGRAM PARTICIPATION EXPECTATIONS

PROGRAM participants will be expected to:

- A. Sign and follow all required Admissions Forms and are subject to the following:
1. Property will be searched for illegal items, weapons, etc. prior to room placement and throughout their stay.
- B. Participants will be expected to engage in self-care and self-help along with linked services identified and follow-through with appropriate referrals.
- C. Participants will be expected to engage in identifying barriers with mental health, behavioral health, substance abuse, or co-occurring disorders.

Participants/Households will be discharged when:

- A. Referred to and accepted into a supportive housing program (rapid rehousing, permanent supportive housing), programs that will continue to address the long-term housing needs of the participant.
- B. They have reached self-sufficiency, and have the means to exit PROGRAM, but are unwilling to discharge. Upon such circumstances, caregivers/households will be given a 30-day exit plan and discharge date.
- C. They refuse services.
- D. They turn down two (2) or more permanent housing options.
- E. They abandon the unit for 48 hours or more without contact.
- F. They violate program rules, policies, or the Occupancy Agreement.

10.0 RESPONSIBILITIES OF COUNTY

COUNTY will:

- A. Work collaboratively with PROVIDER.
- B. Determine if any participant may be eligible to participate in alternative transitional, rapid-rehousing, or permanent supportive housing. Refer and/or provide guidance to primary case management and secondary case management supports.
- C. Provide contract oversight for property management and on-site case management services.
- D. Track, compile, and maintain data on all referrals; share data and information between participating community partners and PROVIDER as allowed.

- E. Check HMIS for service history/CHAT completion.
- F. Act as contracting agent for PROGRAM.
- G. Facilitate planning meetings and ongoing collaborative efforts.
- H. Serve as point of communication for the PROVIDER and Referral Source and provide direction and guidance; communication; appropriate involvement to/with the PROVIDER.

11.0 QUALITY ASSURANCE

COUNTY will evaluate PROVIDER performance on a regular quarterly basis. Such evaluation will include assessing PROVIDER compliance with all Contract terms and performance standards.

12.0 FEE SCHEDULE

COUNTY agrees to pay PROVIDER the following rates:

- \$372,600 per month for services (108 beds)

13.0 SERVICE LOCATION AND SERVICE PROVIDED

PROGRAM services are provided at the following location:

- A. WellCare Living (dba Super 8): 4435 N. Las Vegas Blvd., Las Vegas, NV 89115

Service Provided
Facility
Individuals Served
Program Staffing
Client-Centered Case Management
Housing Navigation
Food (up to 3 meals per enrolled individual)

COUNTY will issue a purchase order(s) which will authorize the contractor to deliver and invoice for the product(s) and/or service(s) offered. A purchase order must be issued prior to the commencement of services.

EXHIBIT A-3
MENTAL/BEHAVIORAL HEALTH & SUBSTANCE USE DISORDER
NON-CONGREGATE SHELTER
SCOPE OF WORK

1.0 OVERVIEW

Clark County Social Service (CCSS) provides a variety of services for needy residents of Clark County, Nevada (COUNTY) who are not assisted by other federal, state, or local programs. CCSS 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 such as 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 to provide services necessary to support independence.

COUNTY recognizes individuals as the 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, the **Mental/Behavioral Health and Substance Use Disorder Non-Congregate Shelter** (PROGRAM) shall adopt a facilitative and supportive role to individuals' self-determination. In all aspects of PROGRAM, PROVIDER shall respect and trust individuals' self-knowledge, agency, and autonomy, while guiding and supporting everyone in their chosen goals.

2.0 SCOPE OF PROGRAM

COUNTY will administer COUNTY funds to assist with the cost of operating PROGRAM. PROGRAM services shall be provided to the target population free of charge with reasonable length of stay restrictions for the entire PROGRAM period. COUNTY will authorize funds made available to PROVIDER for PROGRAM year commencing on the date in Section I: Term of Contract.

PROVIDER shall operate a non-congregate emergency shelter to connect adults without children experiencing homelessness, or who may be at risk of homelessness, and who are living with a mental/ behavioral health issues or substance use disorder, to provide housing, income, public benefits, and other services to help them reach a goal of self-sufficiency.

PROGRAM is directed toward providing emergency shelter space as quickly as possible, followed by tailored services. The PROGRAM shall provide the necessary services to include a housing-focused environment that promotes engagement in housing-stability planning and service linkage to a variety of resources for participants to further their progress toward attaining housing.

A non-congregate shelter provides short-term temporary housing (interim housing) for those eligible for housing program assistance. Ideally, an individual's stay will be less than ninety (90) calendar days. However, some circumstances may result in a longer period of program participation in order for an individual to access housing assistance - through a rapid rehousing or permanent supportive housing program. While individuals reside in a non-congregate shelter, they may receive additional supportive services. PROGRAM participants actively engaged in supportive services, working toward self-sufficiency, and establishing permanent housing, will not be prematurely discharged.

COUNTY will provide funds to cover temporary Housing, Food, Case Management/Care coordination as a part of the facility rate. Other services including, but are not limited to outreach, assessment, case planning, service linkage, advocacy, crisis intervention, resource development, and continuing care/discharge planning support as well as clinical services, as deemed appropriate, will be provided by PROVIDER. The clinical and pharmacy services (MAT medications) will be billed to the insurance provider for each PROGRAM participant.

3.0 DEFINITIONS

Case Management under this scope includes a basic needs assessment for PROGRAM participants to obtain housing, plans, service coordination, case plan monitoring, and provides accountability support.

- A. **Document Readiness:** to assist with obtaining documents needed to obtain employment and enter a lease agreement as part of a housing program.

- B. **Assessment:** determine needs to overcome housing instability and develop goals that address identified barriers.
- C. **Linkage:** connect participants to necessary services and resources available in the community (referrals); engaging individuals to link to additional services/programs, including public benefit programs, physical health, behavioral and/or mental health, and drug treatment services, as well as job training or employment opportunities.
- D. **Discharge Planning/Handoff:** transition families - with the appropriate level of care – or to independency to support long-term success.

Experiencing Homeless/At-Risk of Homelessness describes a caregiver's housing conditions based on the following:

- A. Has a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human habitation.
- B. Has insufficient resources immediately available to attain housing stability.
- C. Is currently living in the home of another person without a lease agreement and is at-risk of eviction at any time.
- D. Has been notified that their right to occupy their current housing or living situation will be terminated.
- E. Lives in severely overcrowded housing.
- F. Lives in an emergency shelter; or without assistance from a service provider, they would be living on the street. This includes caregivers and families being evicted within a week from a private dwelling.

Housing Navigation focuses on a) creating client-centered housing stability plan with all PROGRAM participants and works to reduce barriers to housing, and b) develop landlord and housing outreach contacts, such as to provide an inventory of units/homes to potentially lease, within their respective budgets.

4.0 TARGET POPULATION AND ADMISSION CRITERIA

PROGRAM shall serve adults who are struggling with mental and behavioral health issues or substance use disorder and are experiencing homelessness or are at-risk of experiencing homelessness, and are referred through the courts, jail, shelters, community referrals, and/or are currently being served by the COUNTY and who have a demonstrable need for supportive community services.

The following criteria **may not** be used to determine PROGRAM eligibility nor to deny services to individuals once they have entered PROGRAM:

- A. Sobriety and/or commitment to be drug-free.
- B. Participation in treatment, religious services, or other services and activities.
- C. History of criminal justice involvement, other than Tier 3 Sex Offense(s) and/or a conviction(s) or pending charges of a felony violent crime.
- D. Employment/income.
- E. Payment or ability to pay.
- F. Identification.

5.0 SERVICES

The purpose of this section is to provide a description of services the PROVIDER is responsible to deliver. The intent of non-congregate emergency shelter assistance is to provide a short-term safe space for families to receive housing navigation and support services to prepare for and transition quickly into long-term rapid rehousing or permanent supportive housing programs, or self-sufficient housing stability. In conjunction with the housing provided by the non-congregate shelter, services will also include case management, focused on reducing recidivism to homelessness, and addressing underlying barriers to self-sufficiency.

PROVIDER shall ensure equal access to services to all PROGRAM participants regardless of race, color, national origin, disability, sex (including gender identity and sexual orientation), and/or any other protected characteristics. Minimally, PROVIDER shall:

- A. Operate a non-congregate emergency housing facility for adults without children who are living with substance use disorder and are experiencing homelessness, or may be at risk of homelessness, and are in need of immediate short-term housing.
- B. Maintain non-congregate emergency housing facility as a Structured Alcohol & Drug Free Supportive Living Environment with individual stays no longer than 90 days.
- C. Have 24/7 on-site supervision, on-property recreational activities, universal precaution and hygiene supplies, and laundry services for bedding. Further, PROGRAM shall offer each PROGRAM-enrolled individual three (3) meals and two (2) snacks per day.
- D. Ensure enrolled individuals are entered into the Homeless Management Information System (HMIS) within forty-eight (48) hours of arrival.
- E. Provide medical or behavioral and/or mental health referrals.
- F. Provide emergency non-congregate shelter services to individuals, performing intake services within twenty-four (24) hours of arrival.
- G. Develop a case management plan within seven (7) days of intake.
- H. Provide PROGRAM individuals or households, in the case of couples, with **supportive services** tailored to meet their needs and **assist** them to achieve housing stability. Supportive services shall include, but not be limited to:
 1. Document readiness, i.e., birth certificate, valid state issued identification, Social Security card,
 2. Case management,
 3. Connections to income, public benefit programs (Welfare Supportive Services (DWSS), Medicaid, Temporary Assistance for Needy Families (TANF), Social Security Application - SSI/SSDI Outreach, Access, and Recovery (SOAR)
 4. Job training or employment opportunities,
 5. Primary care, mental health counseling, behavioral health therapist, psychiatric and behavioral health, substance abuse services or promoting integrated care services for co-occurring conditions essential for successful long-term outcomes.
 6. Referral assistance to undocumented Individuals, including but not limited to:
 - a. Referrals to Migration and Refugee Services (MRS) at Catholic Charities <https://www.catholiccharities.com/services/immigration-refugee-services/>; Mexican, Cuban, Salvadorian, Honduran populations. An attorney is available to assist with immigration status based on income guidelines for those that are undocumented, Permanent Resident (Green Card holders) or Parole (Cuban).
 - b. Mexican population: Referrals to Mexican Consulate to obtain copies of vital records.
 - c. Referrals to Ethiopian Community Development Council, Inc. (ECDCC) <https://www.ecdcus.org/>
 - d. Stupak Community Center: ESL and Citizen Classes for youth and families (702) 229-2488
 - e. Chicanos Por Las Causa (CPLC): resources for undocumented individuals (702) 207-1614
- I. Linkage to any needed comprehensive Outpatient Medical and/or Behavioral Health Services including:
 1. Access and linkage to behavioral and medical services which can be provided in an outpatient setting, as applicable to the individualized needs of the participant.
 2. Pharmacy services: MAT products (i.e., Suboxone, Subutex, and Vivitrol, etc.) will be accessible through the program and will be billed to the appropriate insurance provider.
 - a. Each client will be connected to a substance use disorder (SUD) provider to monitor and prescribe MAT; Provider shall house the population in need of chemical dependence intensive outpatient services and be linked to those outpatient services at the facility.
 3. Linkage and access to detox facilities- warm hand off to and upon return between detox facility and Provider

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:

- A. Provide housing and case management to the agreed upon number of clients, at a minimum, per month (75% of total capacity-expected to be reached within 60-days of execution of this Contract or once room capacity has been met).
 - 1. If any rooms are unavailable for more than 30 days PROVIDER must notify COUNTY in writing on company letterhead of circumstances and provide a timeline and schedule for completion of repairs.
- B. Provide case management to the agreed upon number of clients, at a minimum, per month (75% of total capacity-expected to be reached within 60-days of execution of this Contract or once room capacity has been met).
- C. Provide 24/7 on-site security to adequately ensure a safe place for clients, regularly monitor the grounds, and periodically perform welfare checks / room searches through the duration of the individual's stay.
- D. Provide Stabilization Services (Individualized Strengths-Based Approach) - An individualized, strengths-based approach depends on collaboration between the service provider and program participant, in which participants are viewed as equal partners in the change process. Following a strengths-based approach, tailored interventions are offered to allow participants input in identifying their strengths, needs, and goals.
- E. Participate in regularly scheduled meetings with the COUNTY to review household barriers and discharge planning.
- F. Provide, and/or refer participants to, supportive service partners to ensure all services, support, and tools they require/request are readily available.
- G. Maintain documentation of efforts and individual's choice to accept or refuse resource referrals, opportunities, and services; youth case records/case notes which provide documentation regarding self-sufficiency, housing stability, and participant's choice to accept or refuse resource referrals/opportunities.
 - 1. Enter case notes for each participant contact into the Homeless Management Information System (HMIS) providing documentation to the COUNTY regarding management of service delivery.
 - 2. Enter intake/discharge dates into HMIS within forty-eight (48) hours of event; including exit reason and location if discharge is due to successful entry into a housing program or lease.
 - 3. Enter all youth contacts, category specific, into HMIS within forty-eight (48) hours of service delivery or contact.
- H. Perform housing navigation services - focused on creating person-centered housing stability plan to reduce barriers to housing. Housing navigation services include a range of interventions to end participants' unsheltered status. Required elements may include:
 - 1. Assistance navigating the community's Coordinated Entry system.
 - 2. Housing/landlord search.
 - 3. Conduct Coordinated Entry Assessment, based on applicant vulnerability and optimal programmatic matching. Programs include rental assistance, rapid-rehousing, permanent supportive housing - all designed to exit clients from non-congregate shelter into permanent housing assistance through the specified program.
- I. Ensure that all services include:
 - 1. Clear communication regarding project assistance
 - 2. Engagement from a participant-centered and participant-driven service perspective.
- J. Maintain availability of no less than 75% of total available rooms at each designated property due to occupancy or maintenance concerns.
- K. Maintain Universal Precaution Supplies on site.
- L. Provide transportation via:
 - 1. Bus Passes- Day or Month passes.

- M. Provide laundry services- washers and dryers on site for personal laundry, industrial washers and dryers on site for linen and towels.
- N. Provide shower facilities- within each space.
- O. Provide access to free Wi-Fi.
- P. Provide hygiene products upon request.
- Q. Provide individual rooms with toilet and bath or shower facilities.
- R. Provide financial assistance to recover lost or stolen identification and/or documents.
- S. Maintain onsite access to donated clothing for job interviews, school appropriate attire and other necessities.
- T. Provide after-school tutoring and mentoring.
- U. Will allow basic dental services to be provided by 3rd party providers at the facility.
- V. Provide access to medical checkups and referrals.

7.0 ADDITIONAL RESPONSIBILITIES OF PROVIDER

PROVIDER shall also:

- A. Employ management, staff, and volunteers with sufficient technical knowledge, skill, and expertise to provide the services while ensuring appropriate staff-to-participant ratios.
- B. Enter and update PROVIDER and PROGRAM information into Nevada 2-1-1 prior to the commencement of each year of services. A copy of the listing must be provided to COUNTY'S authorized representative.
- C. 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 seven (7) years upon completion of Contract, or termination of Contract, whichever comes first. All such records relating to any analysis or audit performed relative to the Contract will be retained for seven (7) years after such analysis or audit has been performed and any findings have been resolved. If 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.
- D. Submit an accurate and approved monthly invoice to COUNTY'S authorized representatives – SSRAD@ClarkCountyNV.gov and CCSSFiscalServices@ClarkCountyNV.gov by the fifteenth (15th) calendar day of each month for the previous month's services. The invoice must include documentation of services provided via housing census reports from HMIS or comparable database, the fee for each unit of service, and the total amount requested to support PROGRAM.
- E. Write and provide standard operating procedures to be approved and adopted by both Parties.
- F. Participate with COUNTY to further develop and improve homeless case management and housing services. This includes collaboration with other homeless service providers to minimize duplication of service and to maximize utilization of available resources.
- G. Ensure ongoing operation of PROGRAM in accordance with Nevada Revised Statutes, Nevada Administrative Codes, and all other applicable federal, state, and local regulations. PROVIDER is expected to remain bound by the terms of this scope of work and is encouraged to contact COUNTY regarding unique individual issues that may require flexibility with the provisions of the PROGRAM. Any deviation must be approved by COUNTY in writing.
- H. 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.
- I. Establish a grievance policy for individuals to express their grievances without compromising their eligibility or receipt of services offered through the PROGRAM.
- J. Complete mandatory training requirements. PROVIDER shall ensure all staff assigned to project are appropriately trained. PROVIDER shall keep adequate documentation of staff training in personnel files. COUNTY may require additional training throughout the life of PROGRAM and will allow adequate time for PROVIDER to ensure staff complete the training. All staff and volunteers, at a minimum, must receive training in the following components if appropriate to scope of PROGRAM:

1. Mental Health First Aid
 2. Trauma Informed Care
 3. Harm Reduction
 4. Active Engagement
 5. Dementia Signs
 6. Housing Problem Solving
 7. Conflict Resolution
 8. Housing Problem Solving
 9. Maintain current CPR, AED & Basic First Aid Training
 10. Other training identified by COUNTY, or PROVIDER'S Clinical Director
- K. Participate in Homeless Management Information System (HMIS): PROVIDER shall ensure all appropriate staff are trained in and understand HMIS utilization expectations. PROVIDER shall:
1. Record all individual service transactions, case notes, and supporting documentations as applicable, in HMIS within forty-eight (48) hours of the action in accordance with data quality standards per the Nevada Data Quality Plan.
 2. Ensure enrolled individual's location on the Location tab is entered and updated when applicable.
 3. Maintain a 90% or higher HMIS participation and data quality standard.
 4. Track all data and performance results specific to enrolled individuals' outcomes within HMIS.
 5. Generate monthly reports from data collected in HMIS.
- L. Regularly Report Performance: PROVIDER is responsible for reporting on outcomes including:
1. Providing monthly reports describing PROGRAM'S progress and results. These reports must be submitted with the monthly invoice and, at a minimum, include the number of unique individuals served and how they exited PROGRAM.
 2. Ensuring that enrolled individual's outcomes (measures of what happens to PROGRAM participants because of receiving the service) shall be reported with focus on the service provision areas.
- M. 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.

8.0 BACKGROUND CHECK

- A. PROVIDER agrees to process a complete background check on all employees engaged in providing services under this Contract within thirty (30) days of the execution of this Contract and prior to any direct contact with referred participants prior to the commencement of such services.
- B. A complete background check will include having the person's information (i.e. fingerprints) searched through the following databases:
 1. NCIC (National Crime Information Center),
 2. NCJIS (Nevada Criminal Justice Information System)
 3. SCOPE II (Shared Computer Operation for Protection and Enforcement), and
 4. CANS (Child Abuse and Neglect Search in Nevada and in any other state the employee has resided during the last (5) years).
- C. PROVIDER shall provide COUNTY with a signed Certification of Compliance for PROVIDER and each employee or agent prior to that person having any direct contact with referred participants.
- D. Failure to complete background checks on PROVIDER and all employees and agents engaged in providing services under this Contract shall result in suspension of services and/or termination of Contract.

9.0 PROGRAM PARTICIPATION EXPECTATIONS

PROGRAM participants will be expected to:

- A. Sign and follow all required Admissions Forms and are subject to the following:
 - 1. Property will be searched for illegal items, weapons, etc. prior to room placement and throughout their stay.
- B. Participants will be expected to engage in self-care and self-help along with linked services identified and follow-through with appropriate referrals.
- C. Participants will be expected to engage in identifying barriers with mental health, behavioral health, substance abuse, or co-occurring disorders.

Participants/Households will be discharged when:

- A. Referred to and accepted into a supportive housing program (rapid rehousing, permanent supportive housing), programs that will continue to address the long-term housing needs of the participant.
- B. They have reached self-sufficiency, and have the means to exit PROGRAM, but are unwilling to discharge. Upon such circumstances, caregivers/households will be given a 30-day exit plan and discharge date.
- C. They refuse services.
- D. They turn down two (2) or more permanent housing options.
- E. They abandon the unit for 48 hours or more without contact.
- F. They violate program rules, policies, or the Occupancy Agreement.

10.0 RESPONSIBILITIES OF COUNTY

COUNTY will:

- A. Work collaboratively with PROVIDER.
- B. Determine if any participant may be eligible to participate in alternative transitional, rapid-rehousing, or permanent supportive housing. Refer and/or provide guidance to primary case management and secondary case management supports.
- C. Provide contract oversight for property management and on-site case management services.
- D. Track, compile, and maintain data on all referrals; share data and information between participating community partners and PROVIDER as allowed.
- E. Check HMIS for service history/CHAT completion.
- F. Act as contracting agent for PROGRAM.
- G. Facilitate planning meetings and ongoing collaborative efforts.
- H. Serve as point of communication for the PROVIDER and Referral Source and provide direction and guidance; communication; appropriate involvement to/with the PROVIDER.

11.0 QUALITY ASSURANCE

COUNTY will evaluate PROVIDER performance on a regular quarterly basis. Such evaluation will include assessing PROVIDER compliance with all Contract terms and performance standards.

12.0 FEE SCHEDULE

COUNTY agrees to pay PROVIDER the following rate:

- **\$414,000** per month for services at the Mental/Behavioral Health and Substance Use Disorder Non-Congregate Shelter (120 beds)
- **\$95,400** for 30 days one-time payment of implementation cost (based on but are not limited to: rent, salaries, insurance, utilities, property tax, etc).

13.0 SERVICE LOCATION AND SERVICE PROVIDED

PROGRAM services are provided at the following locations:

- A. Aviation Inn: 5330 E Craig Rd, Las Vegas, NV 89115

Service Provided
Facility
Individuals Served
Program Staffing
Person-Centered Case Management
Housing Navigation
Food (up to 3 meals per enrolled individual)

COUNTY will issue a purchase order(s) which will authorize the contractor to deliver and invoice for the product(s) and/or service(s) offered. A purchase order must be issued prior to the commencement of services.

EXHIBIT A-4

HOUSING NAVIGATION CENTER

SCOPE OF WORK

1.0 OVERVIEW

Clark County Social Service (CCSS) provides a variety of services for needy residents of Clark County, Nevada (COUNTY) who are not assisted by other federal, state, or local programs. CCSS is responsible for ensuring that COUNTY meets its health, welfare and community responsibilities as set forth in the Nevada Revised Statutes and County Ordinances. CCSS provides programmatic services such as 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.

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 their central change agents; therefore, the **Housing Navigation Center (PROGRAM)** shall adopt a facilitative and supportive role to individuals' self-determination. In all aspects of PROGRAM, PROVIDER shall respect and trust individuals' self-knowledge, agency, and autonomy, while guiding and supporting each individual in their chosen goals.

2.0 SCOPE OF PROGRAM

COUNTY will administer COUNTY funds to assist with the cost of operating PROGRAM. PROGRAM services will be provided to the target population free of charge with reasonable length of stay restrictions for the entire PROGRAM period. COUNTY will authorize funds made available to PROVIDER for PROGRAM year commencing on the date in Section I: Term of Contract.

PROVIDER shall operate a Housing Navigation Center to connect youth and adults without children experiencing homelessness, or who may be at risk of homelessness, to provide housing, income, public benefits, and other services to help them reach a goal of self-sufficiency.

PROGRAM is directed toward providing emergency shelter space as quickly as possible, followed by tailored services. The PROGRAM shall provide the necessary services to include a housing-focused environment that promotes engagement in housing-stability planning and service linkage to a variety of resources for participants to further their progress toward attaining housing.

3.0 DEFINITIONS

Housing Case Management under this scope includes a basic needs assessment for PROGRAM participants to obtain housing, plans, service coordination, case plan monitoring, and provides accountability support.

- A. Document Readiness: to assist with obtaining documents needed to obtain employment, and to enter a lease agreement as part of a housing program.
- B. Assessment: determine needs such as to overcome housing instability, and to develop goals that address identified barriers.
- C. Linkage: connect individuals to necessary services and resources available in the community (referrals, conduct Community Housing Assessment Tool (CHAT) when appropriate), engaging them to link to additional services/programs - including public benefit programs, physical health, behavioral and/or mental health, and drug treatment services, as well as job training or employment opportunities.
- D. Discharge Planning/Handoff: transition individuals from one type of housing service to another - with the appropriate level of care - or to independency to support their long-term success.

Youth includes any young adult between the ages of seventeen and a half (17.5) years AND ineligible for child welfare involvement to twenty-four (24) years of age.

Experiencing Homelessness/At-Risk of Experiencing Homelessness describes an individual based on the following:

- A. Has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human habitation.
- B. Has insufficient resources immediately available to attain housing stability.

- C. Is currently living in the home of another person without a lease agreement and is at-risk of eviction at any time.
- D. Has been notified that their right to occupy their current housing or living situation will be terminated.
- E. Lives in severely overcrowded housing.

Housing Navigation focuses on a) creating person-centered housing stability plans with all program participants, and works to reduce barriers to housing, and b) developing landlord and housing outreach contacts, such as to provide an inventory of units/homes for youth to potentially lease, within their respective budgets.

4.0 TARGET POPULATION AND ADMISSION CRITERIA

PROGRAM will serve youth and adults without children experiencing homelessness or who may be at risk of homelessness residing in Clark County, Nevada and do not have a:

- A. Conviction of a Tier 3 Sex Offense.
- B. Conviction, or pending charges of a felony violent crime.

PROGRAM shall accept individuals who walk in on their own, are dropped off by law enforcement and/or fire department officials, referred from COUNTY recognized homeless community organizations, and homeless mobile crisis intervention teams.

5.0 SERVICES

The purpose of this section is to provide a description of services the PROVIDER is responsible to deliver. The intent of non-congregate emergency navigation center assistance is to provide a short-term safe space for individuals and families to receive housing navigation and support services to prepare for and transition quickly into long-term rapid rehousing or permanent supportive housing programs, or self-sufficient housing stability. In conjunction with the housing provided by the navigation center, services will also include case management, focused on reducing recidivism to homelessness, and addressing underlying barriers to self-sufficiency.

Minimally, PROVIDER will:

- A. Operate a non-congregate emergency housing facility for youth and adults without children experiencing homelessness, at risk of homelessness, or in need of immediate short-term housing. Short-term emergency housing is defined as a length of stay of no more than thirty (30) calendar days. Longer stays require authorization from COUNTY.
- B. Have 24/7 on-site supervision, on-property recreational activities, universal precaution and hygiene supplies, and laundry services for bedding. Further, PROGRAM shall offer each PROGRAM-enrolled individual three (3) meals and two (2) snacks per day.
- C. Provide pharmacy services.
- D. Provide Nurse Practitioner Home Health Care visits as needed.
- E. Ensure enrolled individuals are entered into the Homeless Management Information System (HMIS) within forty-eight (48) hours of arrival.
- F. Provide medical or behavioral and/or mental health screening, assessment, and referral as needed.
- G. Provide emergency non-congregate shelter services to individuals, performing intake services within twenty-four (24) hours of arrival.
- H. Develop a case management plan within seven (7) days of intake.
- I. Provide PROGRAM individuals or households, in the case of couples, with **supportive services** tailored to meet their needs and **assist** them to achieve housing stability. Supportive services shall include, but not be limited to:
 - 1. Document readiness, i.e., birth certificate, valid state issued identification, Social Security card,
 - 2. Case management,
 - 3. Connections to income, public benefit programs (Welfare Supportive Services (DWSS), Medicaid, Temporary Assistance for Needy Families [TANF], Social Security Application - SSI/SSDI Outreach, Access, and Recovery (SOAR)

4. Job training or employment opportunities,
5. Primary care, mental health counseling, behavioral health therapist, psychiatric and behavioral health, substance abuse services or promoting integrated care services for co-occurring conditions essential for successful long-term outcomes.
6. Referral assistance to undocumented Individuals, including but not limited to:
 - a. Referrals to Migration and Refugee Services (MRS) at Catholic Charities <https://www.catholiccharities.com/services/immigration-refugee-services>): Mexican, Cuban, Salvadorian, Honduran populations. An attorney is available to assist with immigration status based on income guidelines for those that are undocumented, Permanent Resident (Green Card holders) or Parole (Cuban).
 - b. Mexican population: Referrals to Mexican Consulate to obtain copies of vital records.
 - c. Referrals to Ethiopian Community Development Council, Inc. (ECDCC) <https://www.ecdcus.org/>
 - d. Stupak Community Center: ESL and Citizen Classes for youth and families (702) 229-2488
 - e. Chicanos Por Las Causa (CPLC): resources for undocumented individuals. (702) 207-1614
7. Link to additional services/programs.

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:

- A. Provide housing and case management to the agreed upon number of clients, at a minimum, per month (75% of total capacity-expected to be reached within 60-days of execution of this Contract or once room capacity has been met).
 1. If any rooms are unavailable for more than **30** days PROVIDER must notify COUNTY in writing on company letterhead of circumstances and provide a timeline and schedule for completion of repairs.
- B. Provide case management to the agreed upon number of clients, at a minimum, per month (75% of total capacity-expected to be reached within 60-days of execution of this Contract or once room capacity has been met).
- C. Provide Stabilization Services (Individualized Strengths-Based Approach) - An individualized, strengths-based approach depends on collaboration between the service provider and program participant, in which participants are viewed as equal partners in the change process. Following a strengths-based approach, tailored interventions are offered to allow participants input in identifying their strengths, needs, and goals.
- D. Participate in regularly scheduled meetings with the COUNTY to review household barriers and discharge planning.
- E. Provide, and/or refer participants to, supportive service partners to ensure all services, support, and tools they require/request are readily available.
- F. Maintain documentation of efforts and individual's choice to accept or refuse resource referrals, opportunities, and services; youth case records/case notes which provide documentation regarding self-sufficiency, housing stability, and participant's choice to accept or refuse resource referrals/opportunities.
 1. Enter case notes for each participant contact into the Homeless Management Information System (HMIS) providing documentation to the COUNTY regarding management of service delivery.
 2. Enter intake/discharge dates into HMIS within forty-eight (48) hours of event; including exit reason and location if discharge is due to successful entry into a housing program or lease.
 3. Enter all youth contacts, category specific, into HMIS within forty-eight (48) hours of service delivery or contact.
- G. Perform housing navigation services - focused on creating person-centered housing stability plan to reduce barriers to housing. Housing navigation services include a range of interventions to end participants' unsheltered status. Required elements may include:
 1. Assistance navigating the community's Coordinated Entry system.
 2. Housing/landlord search.

3. Conduct Coordinated Entry Assessment, based on applicant vulnerability and optimal programmatic matching. Programs include rental assistance, rapid-rehousing, permanent supportive housing - all designed to exit clients from non-congregate shelter into permanent housing assistance through the specified program.
- H. Ensure that all services include:
 1. Clear communication regarding project assistance
 2. Engagement from a participant-centered and participant-driven service perspective.
 - I. Maintain availability of no less than 75% of total available rooms at each designated property due to occupancy or maintenance concerns.
 - J. Maintain Universal Precaution Supplies on Site
 - K. Provide transportation via:
 1. Bus Passes- Day or Month passes.
 - L. Provide laundry services- washers and dryers on site for personal laundry, industrial washers and dryers on site for linen and towels.
 - M. Provide shower facilities- within each space.
 - N. Provide access to free Wi-Fi.
 - O. Provide hygiene products upon request.
 - P. Provide individual rooms with toilet and bath or shower facilities.
 - Q. Provide financial assistance to recover lost or stolen identification and/or documents.
 - R. Maintain onsite access to donated clothing for job interviews, school appropriate attire and other necessities.
 - S. Provide after-school tutoring and mentoring.
 - T. Will allow basic dental services to be provided by 3rd party providers at the facility.
 - U. Provide access to medical checkups and referrals.

7.0 ADDITIONAL RESPONSIBILITIES OF PROVIDER

PROVIDER shall also:

- A. Employ management, staff, and volunteers with sufficient technical knowledge, skill, and expertise to provide the services while ensuring appropriate staff-to-participant ratios.
- B. Enter and update PROVIDER and PROGRAM information into Nevada 2-1-1 prior to the commencement of each year of services. A copy of the listing must be provided to COUNTY'S authorized representative.
- C. 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 seven (7) years upon completion of Contract, or termination of Contract, whichever comes first. All such records relating to any analysis or audit performed relative to the Contract will be retained for seven (7) years after such analysis or audit has been performed and any findings have been resolved. If 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.
- D. Submit an accurate and approved monthly invoice to COUNTY'S authorized representatives – SSRAD@ClarkCountyNV.gov and CCSSFiscalServices@ClarkCountyNV.gov by the fifteenth (15th) calendar day of each month for the previous month's services. The invoice must include documentation of services provided via housing census reports from HMIS or comparable database, the fee for each unit of service, and the total amount requested to support PROGRAM.
- E. Write and provide standard operating procedures to be approved and adopted by both Parties.
- F. Participate with COUNTY to further develop and improve homeless case management and housing services. This includes collaboration with other homeless service providers to minimize duplication of service and to maximize utilization of available resources.
- G. Ensure ongoing operation of PROGRAM in accordance with Nevada Revised Statutes, Nevada

- H. Administrative Codes, and all other applicable federal, state, and local regulations. PROVIDER is expected to remain bound by the terms of this scope of work and is encouraged to contact COUNTY regarding unique individual issues that may require flexibility with the provisions of the PROGRAM. Any deviation must be approved by COUNTY in writing.
- I. 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.
- J. Establish a grievance policy for individuals to express their grievances without compromising their eligibility or receipt of services offered through the PROGRAM.
- K. Complete mandatory training requirements. PROVIDER shall ensure all staff assigned to project are appropriately trained. PROVIDER shall keep adequate documentation of staff training in personnel files. COUNTY may require additional training throughout the life of PROGRAM and will allow adequate time for PROVIDER to ensure staff complete the training. All staff and volunteers, at a minimum, must receive training in the following components if appropriate to scope of PROGRAM:
 - 1. Mental Health First Aid
 - 2. Trauma Informed Care
 - 3. Harm Reduction
 - 4. Active Engagement
 - 5. Dementia Signs
 - 6. Housing Problem Solving
 - 7. Conflict Resolution
 - 8. Housing Problem Solving
 - 9. Maintain current CPR, AED & Basic First Aid Training
 - 10. Other training identified by COUNTY, or PROVIDER'S Clinical Director
- L. Participate in Homeless Management Information System (HMIS): PROVIDER shall ensure all appropriate staff are trained in and understand HMIS utilization expectations. PROVIDER shall:
 - 1. Record all individual service transactions, case notes, and supporting documentations as applicable, in HMIS within forty-eight (48) hours of the action in accordance with data quality standards per the Nevada Data Quality Plan.
 - 2. Ensure enrolled individual's location on the Location tab is entered and updated when applicable.
 - 3. Maintain a 90% or higher HMIS participation and data quality standard.
 - 4. Track all data and performance results specific to enrolled individuals' outcomes within HMIS.
 - 5. Generate monthly reports from data collected in HMIS.
- M. Regularly Report Performance: PROVIDER is responsible for reporting on outcomes including:
 - 1. Providing monthly reports describing PROGRAM'S progress and results. These reports must be submitted with the monthly invoice and, at a minimum, include the number of unique individuals served and how they exited PROGRAM.
 - 2. Ensuring that enrolled individual's outcomes (measures of what happens to PROGRAM participants because of receiving the service) shall be reported with focus on the service provision areas.
- N. 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 Parties.

8.0 BACKGROUND CHECK

- A. PROVIDER agrees to process a complete background check on all employees engaged in providing services under this Contract within thirty (30) days of the execution of this Contract and prior to any direct contact with referred participants prior to the commencement of such services.

- B. A complete background check will include having the person's information (i.e. fingerprints) searched through the following databases:
 - 1. NCIC (National Crime Information Center),
 - 2. NCJIS (Nevada Criminal Justice Information System)
 - 3. SCOPE II (Shared Computer Operation for Protection and Enforcement), and
 - 4. CANS (Child Abuse and Neglect Search in Nevada and in any other state the employee has resided during the last (5) years).
- C. COUNTY requires that PROVIDER, or an employee or agent of PROVIDER, shall not have any of the criminal convictions, charges or pending charges listed on the Background Check Requirements of the Certification of Compliance.
- D. PROVIDER shall provide COUNTY with a signed Certification of Compliance, for PROVIDER and each employee or agent prior to that person having any direct contact with referred participants.
- E. Failure to complete background checks on PROVIDER and all employees and agents engaged in providing services under this Contract shall result in suspension of services and/or termination of Contract.

9.0 PROGRAM PARTICIPATION EXPECTATIONS

PROGRAM participants will be expected to:

- A. Sign and follow all required Admissions Forms and are subject to the following:
 - 1. Property will be searched for illegal items, weapons, etc. prior to room placement and throughout their stay.
- B. Participants will be expected to engage in self-care and self-help along with linked services identified and follow-through with appropriate referrals.
- C. Participants will be expected to engage in identifying barriers with mental health, behavioral health, substance abuse, or co-occurring disorders.

Participants/Households will be discharged when:

- A. Referred to and accepted into a supportive housing program (rapid rehousing, permanent supportive housing), programs that will continue to address the long-term housing needs of the participant.
- B. They have reached self-sufficiency, and have the means to exit PROGRAM, but are unwilling to discharge. Upon such circumstances, caregivers/households will be given a 30-day exit plan and discharge date.
- C. They refuse services.
- D. They turn down two (2) or more permanent housing options.
- E. They abandon the unit for 48 hours or more without contact.
- F. They violate program rules, policies, or the Occupancy Agreement.

10.0 RESPONSIBILITIES OF COUNTY

COUNTY will:

- A. Work collaboratively with PROVIDER.
- B. Determine if any participant may be eligible to participate in alternative transitional, rapid-rehousing, or permanent supportive housing. Refer and/or provide guidance to primary case management and secondary case management supports.
- C. Provide contract oversight for property management and on-site case management services.
- D. Track, compile, and maintain data on all referrals; share data and information between participating community partners and PROVIDER as allowed.
- E. Check HMIS for service history/CHAT completion.
- F. Act as contracting agent for PROGRAM.

- G. Facilitate planning meetings and ongoing collaborative efforts.
- H. Serve as point of communication for the PROVIDER and Referral Source and provide direction and guidance; communication; appropriate involvement to/with the PROVIDER.

11.0 QUALITY ASSURANCE

COUNTY will evaluate PROVIDER performance on a regular quarterly basis. Such evaluation will include assessing PROVIDER compliance with all Contract terms and performance standards.

12.0 FEE SCHEDULE

COUNTY agrees to pay PROVIDER the following rates:

- \$192,150 per month for services at Navigation Center Fremont (70 beds)

13.0 SERVICE LOCATION AND SERVICE PROVIDED

PROGRAM services are provided at the following locations:

- A. 2805 Fremont Street, Las Vegas, NV, 89101

Service Provided
Facility
Individuals Served
Program Staffing
Linkages to Detox, Mental/Behavioral Health, Medical/Pharmacy
Person-Centered Case Management
Housing Navigation
Food (up to 3 meals per enrolled individual)

COUNTY will issue a purchase order(s) which will authorize the contractor to deliver and invoice for the product(s) and/or service(s) offered. A purchase order must be issued prior to the commencement of services.

Certification of Compliance with Background Check Requirements

Clark County requires that an employee or agent of a provider of services to children or vulnerable populations, conduct an adequate background check¹ to ensure that their employees or agents who come in contact with children do not have any of the felony convictions, charges or pending charges for the following:

- I. Crime involving homicide, manslaughter, rape, physical assault and/or battery;
- II. Assault with use of firearm or other deadly weapon;
- III. Crime involving harm to a child, including child abuse/neglect and pornography and/or contributory delinquency;
- IV. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime;
- V. Domestic violence, including spousal abuse;
- VI. Possession, distribution, or use of any controlled substance or other drug related offense, including DUI within the last 5 years;
- VII. Abuse neglect, exploitation or isolation of older persons or vulnerable persons;
- VIII. Any offense involving fraud, theft, embezzlement, burglary, robbery, fraudulent conversion or misappropriation of property within the immediately preceding 7 years.

I _____ hereby certify that _____
(Provider Representative) (Employee/Agent)

has complied with the background check requirements as stated above. Upon request of the Program, I will provide certified confirmation of compliance with the above requirements.

Signature: _____ Date: _____
(Provider Representative)

¹ An adequate background check includes having the person's information (i.e. fingerprints) searched through the following databases: **NCIC** (National Crime Information Center), **SCOPE II** (Shared Computer Operation for Protection and Enforcement), and **CANS** (Child Abuse and Neglect Search).

**EXHIBIT B
NON-CONGREGATE SHELTER
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. **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.
- I. **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.
- J. **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.
- K. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.

- L. **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.
- M. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- N. **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
- O. **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) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 5. Worker's Compensation
 6. Professional Liability
 - (I) Policy Number
 - (J) Policy Effective Date
 - (K) Policy Expiration Date
 - (L) Aggregate (\$1,000,000)
 7. Description: RFQ 606883-23 Non-Congregate Shelter (must be identified on the initial insurance form and each renewal form).
 8. 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
 9. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER

1. INSURANCE BROKER'S NAME
ADDRESS

CONTACT
NAME:PHONE
(A/C No. Ext): BROKER'S PHONE NUMBERFAX
(A/C No.): BROKER'S FAX NUMBERE-MAIL
ADDRESS: BROKER'S EMAIL ADDRESS

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

2. PROVIDER'S NAME
ADDRESS
PHONE & FAX NUMBERS

INSURER A:

3.

INSURER B:

Company's

INSURER C:

Best

INSURER D:

Key Rating

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

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE \$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$(E) 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.	X					MED EXP (Any one person) \$(F) 5,000
							PERSONAL & ADV INJURY \$(G) 1,000,000
							GENERAL AGGREGATE \$(H) 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DEDUCTIBLE MAXIMUM \$ 25,000
5.	AUTOMOBILE LIABILITY			(N/A)			COMBINED SINGLE LIMIT (Ea accident) \$(M)
	<input checked="" type="checkbox"/> ANY AUTO	X					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM \$
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/>	N/A					E.L. EACH ACCIDENT \$
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - E.A. EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
7.	PROFESSIONAL LIABILITY			(I)	(J)	(K)	AGGREGATE \$(L) 1,000,000

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

8. RFQ NO.606883-23; NON-CONGREGATE SHELTER

9. CERTIFICATE HOLDER

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

CANCELLATION

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

10. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFQ NUMBER AND CONTRACT NAME:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

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

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as RFQ No. 606883-23, entitled NON-CONGREGATE SHELTER
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.