

**CLARK COUNTY, NEVADA**  
**CONTRACT FOR**  
**OUTPATIENT SUBSTANCE ABUSE COUNSELING FOR JUVENILE TREATMENT**  
**RFP NO. 605726-20**

<b>LISA DURETTE MD PLLC DBA HEALTHY MINDS</b>
<b>NAME OF FIRM</b>
Melissa Paller, Clinical Director
<b>DESIGNATED CONTACT, NAME AND TITLE</b> (Please type or print)
526 Tonopah Dr. Ste. 160 Las Vegas, Nevada 89106
<b>ADDRESS OF FIRM</b> INCLUDING CITY, STATE AND ZIP CODE
(702) 419-8920
<b>(AREA CODE) AND TELEPHONE NUMBER</b>
(702) 619-7310
<b>(AREA CODE) AND FAX NUMBER</b>
<u>MelissaPaller@HealthyMindsLV.com</u>
<b>E-MAIL ADDRESS</b>

**CONTRACT FOR OUTPATIENT SUBSTANCE  
ABUSE COUNSELING FOR JUVENILE TREATMENT**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and LISA DURETTE MD PLLC DBA HEALTHY MINDS (hereinafter referred to as PROVIDER), for Outpatient Substance Abuse Counseling For Juvenile Treatment (hereinafter referred to as PROJECT).

**WITNESSETH:**

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the fee schedule provided. The fee schedule is inclusive of all costs associated with the service 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 June 30, 2022, with the option to renew for 4, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

**SECTION II: COMPENSATION AND TERMS OF PAYMENT**

**A. Compensation**

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A). COUNTY'S obligation to pay PROVIDER cannot exceed the fixed fees provided in Scope of Work (Exhibit A, Section E. Compensation – Collection of Fees No. 4. Service Fees and No. 5 Additional Fees and Services).

**B. Terms of Payments**

1. Each invoice received by COUNTY must include actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. PROVIDER agrees to provide a monthly invoice detailing the first name and last initial of each participant, reimbursed amounts, and unpaid balance due from COUNTY. The PROVIDER's invoice shall be provided no later than the 5<sup>th</sup> day of the month following receipt of services. In addition, the PROVIDER shall provide a quarterly and annual report detailing the name of each participant, allowable charges, sliding fee arrangement charges, amount collected by agency from participant, and amount billed to COUNTY.
  - c. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this Contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>.
  - d. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.

- e. 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. 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.
4. 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.
5. 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.
6. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
7. Invoices shall be submitted to: Fiscal Services, 200 Lewis Avenue, Las Vegas, NV 89155.
8. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

C. County's Fiscal Limitations

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

**SECTION III: SCOPE OF WORK**

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

**SECTION IV: CHANGES TO SCOPE OF WORK**

- A. COUNTY may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER'S cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of PROVIDER for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

## **SECTION V: RESPONSIBILITY OF PROVIDER**

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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, Specialty Courts Administrator, telephone number (702) 671-4505 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

## **SECTION VIII: TIME SCHEDULE**

- A. Time is of the essence of this Contract.
- B. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.

## **SECTION IX: SUSPENSION AND TERMINATION**

### **A. Suspension**

COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
  - a. not less than ten (10) calendar days written notice of intent to terminate; and
  - b. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
  - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
    - i. not less than ten (10) calendar days written notice of intent to terminate; and
    - ii. an opportunity for consultation with COUNTY prior to termination.
  - b. If termination is for COUNTY'S convenience, COUNTY shall pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination, but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
  - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
    - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
    - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER'S default.
  - b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
  - c. If after termination for failure of PROVIDER to fulfill contractual obligations it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

**SECTION X: INSURANCE**

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

## **SECTION XI: NOTICES**

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Eighth Judicial District Court  
Attn: Court Executive Officer  
200 Lewis Avenue, 2<sup>nd</sup> Floor  
Las Vegas, Nevada 89155

TO PROVIDER: Lisa Durette MD PLLC dba Healthy Minds  
Attn: Melissa Paller  
526 Tonopah Dr. Ste. 160  
Las Vegas, Nevada 89106

## **SECTION XII: MISCELLANEOUS**

### **A. Independent Contractor**

PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.

### **B. Immigration Reform and Control Act**

In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will not employ unauthorized aliens in the performance of this Contract.

### **C. Non-Discrimination/Public Funds**

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

### **D. Assignment**

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

### **E. Indemnity**

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and the employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

### **F. Governing Law**

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
  - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

I. Covenant

PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

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

K. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.

M. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

N. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

O. Force Majeure

PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

P. Severability

If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.

Q. Non-Endorsement

As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

R. Public Records

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All bid documents are available for review following the bid opening.

S. Companies that Boycott Israel

PROVIDER certifies that, at the time it submitted its Bid, 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:

LISA DURETTE MD PLLC DBA HEALTHY MINDS

By: \_\_\_\_\_

*Melissa Paller*  
MELISSA PALLER  
Clinical Director

*1/24/22*  
\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON  
District Attorney

By: *Elizabeth A. Vibert*

ELIZABETH A. VIBERT  
Deputy District Attorney

\_\_\_\_\_  
Mar 15, 2022

\_\_\_\_\_  
DATE

## **EXHIBIT A**

### **OUTPATIENT SUBSTANCE ABUSE COUNSELING FOR JUVENILE TREATMENT SCOPE OF WORK**

The Eighth Judicial District Court Juvenile Drug programs offer professional services used by the Eighth Judicial District Court for the purpose of providing a positive alternative to detention and breaking the cycle of alcohol and drug use for juvenile delinquents to prevent recidivism in the juvenile justice system through rehabilitation. An essential component of these programs is engaging specialized service PROVIDERS capable of working with this population to help participants address both the physiological and psychological root of their substance abuse and work towards sustaining alcohol and drug-free lives.

#### **A. RESPONSIBILITIES OF PROVIDER**

1. **TREATMENT:** PROVIDER shall provide substance abuse and mental health treatment for Juvenile Drug Court participants who are ordered into the Juvenile Drug Court Treatment Program by the District Court Juvenile Division. The treatment services shall be tailored to meet the individual needs of each participant. All program participants shall be provided individual, group, specialty groups if needed, family counseling sessions and any additional Treatment as needed.
2. **SERVICES:** The services offered by the PROVIDER may include but are not limited to the following:
  - a) Intake and Assessment
  - b) Treatment Planning
  - c) Individual, Group and Family Counseling
  - d) Parent Education and Support Meetings
  - e) Connection to other Services
  - f) Case Management
  - g) Recreational Therapy
  - h) Client Progress Reports for use by the Juvenile Drug Court Team
  - i) Discharge/Aftercare Planning
  - j) Aftercare Services
  - k) Positive Peer/Alumni Mentoring Opportunities
  - l) Transportation
  - m) Psychological Services
3. **PROTOCOLS:** PROVIDER shall perform all work in accordance with treatment modalities and methodologies as approved by COUNTY as well as the 16 Key Strategies for Juvenile Drug Courts recommended by the National Drug Court Institute and subject to compliance with this Scope of Project (SOP).
4. **STAFF PARTICIPATION:** PROVIDER shall provide staff approved by COUNTY to attend Juvenile Drug Court hearings and pre-court meetings as required by COUNTY

#### **B. TREATMENT REQUIREMENTS**

1. **RATIOS:** PROVIDER shall maintain a 12:1 participant to counselor ratio for therapeutic groups and 10:1 for recreational therapy groups.
2. **SESSIONS:** All individual and group counseling sessions will be a minimum of 50 minutes and a maximum of 90 minutes in length and may be longer based upon the PROVIDER'S clinical recommendations.
3. **TREATMENT:** COUNTY and PROVIDER hereby agree that the following requirements are the minimum required under the terms of this SOP. Changes to the treatment requirements may be altered in writing by mutual agreement of COUNTY and PROVIDER.

Phase One: Three (3) Substance Abuse Treatment contacts per week for a period of at least four (4) weeks, based upon the participant's compliance with program requirements and clinical necessity. Treatment contacts shall be based upon the assessed needs of the individual and shall include at least two (2) substance abuse group counseling sessions per week and at least one (1) of the following each week: an individual substance abuse, mental health, or family counseling session or a group or recreational therapy activity approved by COUNTY.

Phase Two: Two (2) Substance Abuse Treatment contacts per week for a period of a least twelve (12) minimum of 14 to 16 weeks, based upon the participant's compliance with program requirements. Treatment contacts shall be based upon the assessed needs of the individual and shall include at least two (2) substance abuse group counseling sessions per week and the option of one (1) of the following each week: an individual substance abuse, mental health, or family counseling session (50 minutes) or a group or recreational therapy activity approved by COUNTY.

Phase Three: Two (2) Substance Abuse Treatment contacts per week for a period of a at least sixteen (16) minimum of 12 weeks, based upon the participant's compliance with program requirements. Treatment contacts shall be based upon the assessed needs of the individual and shall include at least one (1) substance abuse group counseling session per week and at least one (1) of the following each week: an individual substance abuse, mental health, or family counseling session and a group or recreational therapy activity approved by COUNTY.

Phase Four: One (1) Substance Abuse Treatment contact per week for a period of at least four (4) weeks, based upon the participant's compliance with program requirements. Treatment contacts shall be based upon the assessed needs of the individual and shall include a substance abuse group counseling session (50 minutes), at least one (1) individual counseling session prior to program completion, at least one (1) family counseling session prior to program completion, or recreational therapy activity or group activity approved by COUNTY. Part of the treatment plan for this phase should also include relapse prevention planning, identifying a community support group, and finding a mentor.

Intensive Outpatient Treatment (IOP): Five (5) Substance Abuse Treatment contacts per week for a period of four 4 to twelve 12 weeks, based upon the participant's compliance with program requirements and clinical necessity. Treatment contacts shall be based upon the assessed needs of the individual and shall include at least three (3) substance abuse group counseling sessions per week, including an IOP specific group, and at least two (2) of the following each week: an individual substance abuse, mental health, or family counseling session and a group or recreational therapy activity approved by COUNTY.

Transitional: Participants that are placed in the Transitional track receive the same treatment as described above in Phase 1-4 and IOP but only for an estimated period of 12 weeks. This track is for participants who have been recently released from a residential, inpatient, or correctional facility and require an appropriate step-down program before returning to the community.

First STEP: Three (3) Substance Abuse Treatment contacts per week for a period of 12 weeks, based upon the participant's program needs and clinical necessity. Treatment contacts shall be based upon the assessed needs of the individual and shall include at least two (2) substance abuse group counseling sessions per week and at least one (1) of the following each week: individual substance abuse, mental health, or family counseling session, a group or recreational activity, or a community activity approved by COUNTY. Participants in this track meet criteria for Level 1 outpatient services with low level use and do not meet criteria for higher level of care.

4. SERVICE PERIOD: PROVIDER is required to provide services a minimum of six (6) days per week. Hours of operation will be scheduled to provide reasonable access to services for program clients. Hours of operation must accommodate a minimum of 90% of the participants. Hours of operation to provide reasonable access to services for program clientele (around school hours, client and family work schedules, etc.). Scheduled treatment services may be provided within the five weekdays, but one weekend day will be made available for any missed groups, individual sessions, or mandatory activities.
5. CLIENT RECORDS: PROVIDER shall maintain detailed individual client records documenting intake assessments, notes, completion/dismissal details, the treatment goals and progress each program participant makes towards successfully completing his/her treatment plan. PROVIDER will maintain the records until the youth reaches the age of 28 years old and be able to provide to COUNTY within fourteen (14) days upon request,

PROVIDER shall maintain detailed client records documenting individual intake assessments, treatment notes, program progress towards individualized treatment goals, behavioral plans, successes and barriers clients are experiencing in treatment, and discharge notes.

#### C. ADMINISTRATIVE REQUIREMENTS

1. DCCM: PROVIDER shall enter and maintain the Drug Court Case Management System (DCCM) data for all participants, including but not limited to all drug testing results, missed/no show drug testing, participation in counseling sessions, missed/no show counseling sessions, and any other treatment information relevant to the participants' compliance or non-compliance with the Juvenile Drug Court program requirements. All required information must be entered into DCCM within 24 hours of services provided to participant.



2. REFERRALS: PROVIDER shall, when appropriate, provide referrals to program participants for other identified services intended to enhance the participants' success that are beyond the scope of services provided under this Contract SOP. PROVIDER and COUNTY shall not be liable for payment for such services.
3. STAFF TRAINING: PROVIDER must require participation of its counseling staff in the advanced training of pharmacology, DSM-V, trauma informed care, cultural diversity, and advanced group counseling.
4. BACKGROUND CHECK: PROVIDER must require a state and federal background check for all counseling staff and any staff that may have direct contact with the participants. Staff members who provide transportation must have a DMV report. (see Section J below for more information)
5. COURT COORDINATOR MEETINGS: PROVIDER shall participate in a weekly meeting or as needed with the Court Coordinator and all involved staff to discuss participant progress and Program issues. PROVIDER hereby understands that information discussed in the meeting will cover any and all issues including, but not limited to mental health issues and impressions.

D. OBSERVING UA'S (OPTIONAL)

1. OBSERVED COLLECTION: Drug testing is to be conducted through the observed collection of participants' urine specimens.
2. All observed drug tests will be placed into the DCCM.
3. PROVIDER will complete the chain of custody and submit the drug test to the approved contract vendor contracted PROVIDER

E. .COMPENSATION – COLLECTION OF FEES

1. INSURANCE REIMBURSEMENT: PROVIDER shall seek reimbursement for all services rendered pursuant to this contract SOP, to the extent possible, either through each participant's Medicaid coverage and/or private insurance coverage.
2. INSURANCE DOCUMENTATION: PROVIDER must provide documentation demonstrating that COUNTY is the payer of last resort. PROVIDER must submit all pars, approvals and denials to COUNTY.
3. INSURANCE PANNELING: PROVIDER will actively pursue becoming paneled with insurance companies that they are not currently paneled with. PROVIDER will keep COUNTY updated as to which insurance companies they are paneled with at all times and notify COUNTY of any changes.
4. SERVICE FEES: In the event services are not reimbursable through Medicaid, other insurance, or alternative funding available to PROVIDER, COUNTY shall pay PROVIDER for services up to the following:

\$150.00	per Assessment;
\$60.00	per Individual or Family Outpatient Counseling (substance abuse);
\$80.00	per Individual or Co-occurring Individual (mental health);
\$89.00	per Family Session (substance abuse and mental health) Family Session;
\$28.00	per Group Counseling Session;
\$250.00	Psychiatric Intake / Assessment
\$	Psychological Services
\$150.00	Psychological follow-up services, per 30 minutes
\$75.00	Crisis Intervention, per 30 minutes
\$28.00	Case Management
\$1.50	per Observed UA Collection Fee;

- Any PROVIDER who is not willing to accept this fee structure, will not be considered for award.

5. ADDITIONAL FEES AND SERVICES: PROVIDER may seek reimbursement for costs for the following, with prior COUNTY approval, and the materials are to be used exclusively for the Juvenile Drug program participants, not to exceed the listed amount:

\$ 250/month	Client/Program Supplies
\$ 25/hour	Required meetings/Court Staffing/COUNTY
\$ 2,500/year	Training/Travel

6. REPORTING: PROVIDER shall agree that any non-compliance with treatment, changes in participant condition, or non-payment of fees must be immediately reported to the Case Manager/COUNTY.

F. INFORMATION SYSTEM AND AUDIT:

1. AUDITS AND REVIEWS: PROVIDER will cooperate with COUNTY or its designees in any reviews, audits, data collection, or studies conducted for or on the Juvenile Drug Court program and shall provide such financial and program data as may be required.
2. DCCM: PROVIDER will utilize the DCCM System for purposes specified in this Contract SOP, as well as any other information relevant to a participant's involvement in the Juvenile Drug Court program, as requested by COUNTY. PROVIDER agrees to utilize such a system(s) only for the purposes specified in this Contract SOP. PROVIDER further understands that all data and/or information in the DCCM System is the sole and exclusive property of COUNTY and must be surrendered to COUNTY at the expiration or termination of this Contract SOP or upon demand of COUNTY.
3. INTEGRATION WITH DCCM SYSTEM: COUNTY is aware of at least one (1) software program that integrates with the DCCM System. Paracelsus is a web-based toxicology results system that integrates with the DCCM System. The software provides web-based order entry, chain of custody documentation, bar coding (used to integrate with drug testing instruments), multi-tiered hierarchy, random color code scheduling, online reports, and the ability to invoice. PROVIDER may use Paracelsus or other software that will integrate with the DCCM System and shall be responsible to procure and pay for the software.
4. LICENSING: PROVIDER will utilize staff in the performance of this Contract SOP that are licensed or certified as required by Nevada statutes, rules, or regulations.

G. STANDARDS FOR SUBSTANCE ABUSE AND MENTAL HEALTH COUNSELING:

1. QUALIFICATIONS: PROVIDER will ensure that its employees shall have the skills, training, and expertise to conduct client intakes and assessments; provide case management services that include, but are not limited to preparing written treatment plans and monitoring and documenting client progress in relation to treatment plans; work with clients to develop goals and objectives and making adjustments to the level of care as needed; provide both individual and group counseling services; and, develop and carry out program discharge and aftercare plans.
2. SAPTA Certifications: PROVIDER shall be certified by Nevada's Substance Abuse Prevention and Treatment Agency (SAPTA) for the appropriate level of care: Level 1 certification if providing Outpatient Services and Level 2 certification if providing Intensive Outpatient Services. The PROVIDER must also be certified in Adolescent services. Proof of current SAPTA certification must be submitted every year.
3. SUBSTANCE ABUSE COUNSELORS: PROVIDER will ensure that all substance abuse counselors shall have active licenses based upon their respective board's current requirements and, at a minimum, be CADC certified or in a CADC Internship under a Licensed (LADC) Supervisor by the State of Nevada Board of Examiners of Alcohol, Drugs and Gambling. If the counselor is an intern, a Board Supervisor must also be onsite and/or employed by the PROVIDER or the organization must comply with state Board regulations regarding supervision appropriately.
4. MENTAL HEALTH SERVICES: PROVIDER will ensure that all clinical staff employed or retained to provide mental health services under this Contract SOP shall have at a minimum a Master's Degree in counseling, social work, or a related field and have one or more of the following licenses: LCADC (Licensed Clinical Alcohol and Drug Counselor), LCSW (Licensed Clinical Social Worker), LMFT (Licensed Marriage and Family Therapist), LCPC (Licensed Clinical Professional Counselor) or associated internship under a licensed supervisor as approved by their respective boards. If the therapist is an intern, information on the therapist's Board Supervisor must also be provided if the Supervisor is not onsite or employed by the PROVIDER.

H. CONFIDENTIALITY:

1. SCOPE OF CONFIDENTIALITY: In the performance of services under this Agreement SOP, PROVIDER may become aware of information, which is private or confidential to the students, the participant's families, COUNTY the judges, Clark County employees and the Commissioners PROVIDER agrees to keep all such information confidential and use such information only in performance of this Agreement SOP. This provision shall not be construed to interfere with any obligations imposed on the PROVIDER, pursuant to NRS 432B.220, to report the known or suspected abuse or neglect of a child.

I. QUALITY ASSURANCE

PROVIDER agrees to document via email, when necessary, pertinent conditions or issues that arise in the normal course of program activity that may adversely impact outcomes. The protocol will be as follows:

1. Court Coordinator/PROVIDER will identify an issue.
2. Court Coordinator will collaborate with PROVIDER to resolve the issue and will schedule a resolution meeting, if needed.
3. If PROVIDER and Court Coordinator cannot resolve the issue, the matter will be presented to the presiding Hearing Master for resolution. Both PROVIDER and Case Manager agree to comply with the Hearing Master's decision.
4. PROVIDER agrees to cooperate with COUNTY in any reviews, audits, clinical observations, data collection, or studies conducted for or on the Drug Court Treatment Program.

J. STATISTICAL REPORTS:

PROVIDER is required to provide the Hearing Master of Juvenile Drug Court with bi-annual written statistical reports for the programs for the Juvenile Drug Court. These statistical reports are due to the Hearing Master by the close of business (COB) on June 1st and January 2nd each year throughout the life of this contract SOP. The bi-annual reports must provide a written overview of the respective programs, statistical data on (1) the number of participants, (including the ethnicity, age and family composition of participants), (2) program participation (including prior substance abuse/mental health program participation/completion, programs youth have been assigned to participate in, their rates of participation and successful completion), (3) school attendance and/or workforce training rates, (4) program graduation rates (including time in program and phase completion), (5) family program participation (including rates of parent participation/attendance) and (6) recidivism rates (defined as COUNTY involvement before, during and after (up to 36 months of) program completion).

PERSONNEL ISSUES:

1. BACKGROUND CHECKS: PROVIDER will conduct background checks on each of PROVIDER'S employees, volunteers, externs, etc., regardless of whether that person has direct contact with any youth. Background checks must be performed prior to the person associating with PROVIDER and at least every five (5) years after the initial background check is complete.
  - i. DJJS Standard: Background checks performed by PROVIDER must meet or exceed the requirements of a background check performed on an employee of the Department of Juvenile Justice Services as outlined in Nevada Revised Statute 62G.353. PROVIDER shall deny employment, volunteer positions, externships, etc. to any person whose background check reveals a substantiated report of child abuse or neglect or any pending charges or convictions of a crime listed in Nevada Revised Statute 62G.353 (a). If PROVIDER is unable to perform background checks in accordance with this provision, PROVIDER may submit background check requests to the Department of Juvenile Justice for processing. In these circumstances, PROVIDER will not be given a copy of the background check results but will be provided with a "pass/fail" result.
  - ii. BACKGROUND CHECK MAINTENANCE: PROVIDER will maintain the results of all background checks performed on its employees, volunteers, externs, etc. for five (5) years after that person is no longer associated with PROVIDER. PROVIDER will allow the Juvenile Drug Court Coordinator to review/audit PROVIDER'S compliance with background checks and youth record retention.

**EXHIBIT B**  
**OUTPATIENT SUBSTANCE ABUSE COUNSELING FOR JUVENILE TREATMENT**  
**INSURANCE REQUIREMENTS**

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. PROVIDER'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. *If the deductible is "zero" it must still be referenced on the certificate.*
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and **any auto** used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- I. **Professional Liability:** PROVIDER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- J. **Workers' Compensation:** PROVIDER shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure to Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- L. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY,

caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.

- N. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4<sup>th</sup> Floor, Las Vegas, Nevada 89155
- P. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
  2. PROVIDER'S name, complete address, phone and fax numbers.
  3. Insurance Company's Best Key Rating
  4. Commercial General Liability (Per Occurrence)
    - (A) Policy Number
    - (B) Policy Effective Date
    - (C) Policy Expiration Date
    - (D) Each Occurrence (\$1,000,000)
    - (E) Medical Expenses (\$5,000)
    - (F) Personal & Advertising Injury (\$1,000,000)
    - (G) General Aggregate (\$2,000,000)
  5. Automobile Liability (Any Auto)
    - (H) Policy Number
    - (I) Policy Effective Date
    - (J) Policy Expiration Date
    - (K) Combined Single Limit (\$1,000,000)
  6. Worker's Compensation
  7. Professional Liability
    - (L) Policy Number
    - (M) Policy Effective Date
    - (N) Policy Expiration Date
    - (O) Aggregate (\$1,000,000)
  8. Description: RFP 605726-20 Outpatient Substance Abuse Counseling for Juvenile Treatment (must be identified on the initial insurance form and each renewal form).
  9. Certificate Holder:

Clark County, Nevada  
c/o Purchasing and Contracts Division  
Government Center, Fourth Floor  
500 South Grand Central Parkway  
P.O. Box 551217  
Las Vegas, Nevada 89155-1217
  10. Appointed Agent Signature to include license number and issuing state.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
<b>4.</b>	GENERAL LIABILITY	<b>X</b>		(A)	(B)	(C)	EACH OCCURRENCE	\$ (D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY							
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
<b>5.</b>	AUTOMOBILE LIABILITY	<b>X</b>		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$ (M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO							
	<input type="checkbox"/> ALL OWNED AUTOS							
	<input type="checkbox"/> SCHEDULED AUTOS							
	<input type="checkbox"/> HIRED AUTOS							
	<input type="checkbox"/> NON-OWNED AUTOS							
<b>6.</b>	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	<b>N/A</b>					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below							
	E.L. EACH ACCIDENT						\$	
	E.L. DISEASE - E.A. EMPLOYEE						\$	
	E.L. DISEASE - POLICY LIMIT						\$	
<b>7.</b>	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$ (Q) 1,000,000

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

**8.** CBE NO. 605726-20; OUTPATIENT SUBSTANCE ABUSE COUNSELING FOR JUVENILE TREATMENT.**9. CERTIFICATE HOLDER****CANCELLATION**

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

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

**10. AUTHORIZED REPRESENTATIVE**

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POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

Name of Person or Organization:

CLARK COUNTY, NEVADA  
C/O PURCHASING & CONTRACTS DIVISION  
500 S. GRAND CENTRAL PKWY 4<sup>TH</sup> 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.