

CLARK COUNTY, NEVADA
CBE NO. 606959-24
INTENSIVE IN-HOME AND CASE MANAGEMENT SERVICES
FOR TRUANCY PREVENTION

JUSTICEWORKS NV, LLC
NAME OF FIRM
Dipesh Chauhan M.A., Director of Program Development
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1500 Ardmore Blvd, Suite 410 Pittsburgh, Pennsylvania 15221
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(610) 841-3004
(AREA CODE) AND TELEPHONE NUMBER
(610) 841-3501
(AREA CODE) AND FAX NUMBER
dchauhan@justiceworksyouthcare.com
E-MAIL ADDRESS

INTENSIVE IN-HOME AND CASE MANAGEMENT SERVICES FOR TRUANCY PREVENTION

This Contract is made and entered into this _____ day of _____ 2024, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and JUSTICEWORKS NV, LLC (hereinafter referred to as PROVIDER), for INTENSIVE IN-HOME AND CASE MANAGEMENT SERVICES FOR TRUANCY PREVENTION hereinafter referred to as PROJECT)

WITNESSETH:

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

WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from date of award through June 30, 2024, with the option to renew for 4, 1-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) for the not-to-exceed amount of \$2,112,365.80. COUNTY'S obligation to pay PROVIDER cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee

B. Progress

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

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work.
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 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. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as: airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this Contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>.
 - c. 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
 - d. 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

- 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.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted to: DJJS Finance, 601 N. Pecos Rd., Las Vegas, NV 89101, DJJSFinance@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 of this Contract.

SECTION IV: CHANGES TO SCOPE OF WORK

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

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER 'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days COUNTY may terminate this Contract for default.
- C. PROVIDER has, or 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 Yolanda Bennett, Manager, Department of Juvenile Justice Services, telephone number (702) 455-0992 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. PROVIDER shall complete the PROJECT in accordance with the milestones contained in Exhibit A of this Contract.
- C. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.

SECTION IX: SUSPENSION AND TERMINATION

- A. Suspension

COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY 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 ten (10) calendar days written notice of intent to terminate; and
 - c. an opportunity for consultation with the terminating party prior to termination.
 - 2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.

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

SECTION X: INSURANCE

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

SECTION XI: NOTICES

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

TO COUNTY: Department of Juvenile Justice Services
TPOP Program
2000 E. Flamingo Road
Las Vegas, NV 89119
BennetY@ClarkCountyNV.gov

TO PROVIDER: JusticeWorks NV, LLC
1500 Ardmore Blvd, Suite 410
Pittsburgh, PA 15221

SECTION XII: MISCELLANEOUS

A. Independent Contractor

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

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will verify the identity and employment eligibility of anyone employed under this Contract.

C. Non-Discrimination/Public Funds

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

D. Assignment

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

E. Indemnity

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

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

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

H. Audits

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

I. Covenant

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

J. Confidential Treatment of Information

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

K. ADA Requirements

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

L. Subcontractor Information

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

PROVIDER shall have all directors, officers, partners, members, interns, volunteers and/or employees with its own organization providing services under this Scope or Work submit to a background check for criminal offense history and any substantiated child abuse/neglect (CANS) prior to being involved in this agreement or provide evidence of cleared background checks that meet COUNTY requirements. Any directors, officers, partners, members, interns, volunteers, and/or employees providing services under this Scope of Work and affiliated with PROVIDER convicted of a crime defined in NRS 62B.275 or any substantiated child abuse/neglect case shall not have any contact with parents, guardians, primary caregivers, or youth involved in the program.

R. Safeguarding of Client Information and Client Confidentiality

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

S. 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.

T. 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.

U. 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 Consumers. U.S. City average. Series ID: CUUR0000SA0 will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of CPI or PPI change or four (4) 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 predicated the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of CONTRACT execution, to the date of performance by an amount exceeding four (4) 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 four (4) 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.

V. Companies that Boycott Israel

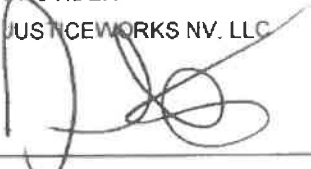
PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating 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:
JUSTICEWORKS NV. LLC
By:  _____
DANIEL S. HEIT
President/CEO
3-21-24
DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: Jason Patchett
Jason Patchett (Mar 6, 2024 16:09 PST) _____
JASON B. PATCHETT
Deputy District Attorney
Mar 6, 2024
DATE

EXHIBIT A
INTENSIVE IN-HOME AND CASE MANAGEMENT SERVICES FOR TRUANCY PREVENTION
SCOPE OF WORK

Intensive in-home and Case Management Services is a program to connect people who have specific skills and knowledge with youth to help youth develop and reach positive academic, career, and personal goals. Intensive in-home and case management service helps break down barriers and creates opportunities for success.

Youth and families referred to provider may have a wide range of circumstances and behaviors adversely affecting their ability to regularly attend school such as, educational disabilities, anxiety disorders, personality disorders, behavior disorders, food and housing instability, social and economic barriers, and parenting challenges. Youth and families referred may also possess co-existing and/or co-occurring issues related to mental health and substance abuse. Providers should also take into account factors such as problematic family relationships, social isolation, poor social skills, negative peer relationships, exposure to violence in the home, and the presence or absence of social supports to the youth when designing services.

The Family Resource Specialist (FRS) will collaborate with the Truancy Prevention Outreach Program (TPOP) Manager in identifying truant youth. The FRS will develop a service plan with input from the youth (when age-appropriate), family, TPOP manager, and school. Service coordination includes visiting the home, physically getting youth to school, and providing resources for truancy prevention.

PROVIDER shall provide for one or more of the following services:

1. Provide resources for students and families who are struggling with truant behaviors.
2. Teach socially acceptable behavior employing techniques such as behavior modification & positive reinforcement.
3. Teach personal development skills such as goal setting, independence, and self-advocacy.
4. Provide individual truancy support in the classroom under the supervision of teachers and administration.
5. Provide truancy support in the home under the supervision of caretakers.
6. Develop and implement strategies to meet the needs of students with a variety of disabilities.
7. Conduct individual and group counseling sessions utilizing the WhyTry curriculum when student's needs match the program.
8. Maintain accurate and complete student records, and prepare reports on children and activities, as required by federal and state laws, district policies, and administrative regulations.
9. Submit accurate, required client notes within 24 hours of service and complete required reports within assigned timeframes.
10. Confer with parents or guardians, other teachers, counselors, and administrators to resolve students' behavioral and academic problems.
11. Collaborate with JWYC supervisory staff to share feedback and provide training for teachers.
12. Conduct weekly family sessions within the home and community of the youth and parents/caregivers to discuss progress and provide additional support.
13. Provide FASST Conferencing as necessary.

Intensive in-home and case management services frequency of services provided to each youth should be variable and determined by the level of need exhibited by the youth and family. Providers shall have a clearly articulated theoretical approach that outlines the underlying philosophy, method and primary mode of each service. In-home services are required to be in person, not via telemedicine or through video/internet service.

Providers are responsible for providing COUNTY with a type written monthly progress report on each youth receiving services within the first ten (10) business days the month after a youth receives services. PROVIDER(s) providing services are responsible for providing COUNTY with a type written discharge summary within five (5) business days of the conclusion of services, regardless of any outstanding balance owed for the services.

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

COUNTY requires that evaluations, assessments, treatment plans, monthly progress summaries and discharge summaries be faxed and/or submitted electronically in a portable document format (.pdf) upon completion to the assigned Community Navigator.

Requirements

Knowledge and Skills

1. Knowledge and skills necessary to provide skills acquisition training.
2. Understanding of the various participants and the contributions they make to the youth's treatment or case plan.
3. Knowledge and understanding of crisis intervention techniques and ability to utilize those techniques.
4. Child/adolescent development
5. Ability to develop and implement a youth and family treatment plan
6. Ability to provide services in any language(s) other than English via PROVIDER's staff.

Services

1. Delivery of the service will occur within the youth's home, the community and/or other locations specified by the provider in the proposal
2. Service is specifically designed to be time-limited with clear goals for completion, and the organization has a standard for the length of service which is appropriate to the program model.
3. Core services offered shall focus on helping youth and families identify and address maladaptive behavior patterns, learned critical thinking skills essential for success and developed a plan to restore compulsory school attendance
4. Assess needs of the youth and risk across a broad range of major life domains and areas.
5. Prioritize services through mutual effective treatment planning, goals and objectives.
6. Participate on the interdisciplinary team to develop and actualize resources on behalf of the youth and family.
7. Participate with COUNTY in identifying core services to support the youth and family.
8. Provide goal-oriented interventions and teaching of skills to improve the stability of the current placement/family setting and its ability to cope with the emotional/behavioral needs of the youth.
9. Maintain youth/family case records, including all pertinent forms relating to interventions (i.e., consents, releases, client data, treatment/case plan activity, progress notes and discharge summaries).
10. Communicate (verbal/written) all information regarding achieving case plan goals with the youth's assigned

community navigator.

11. Develop and implement a discharge plan and referral linkage to services.
12. Provide all necessary reports and summaries of services.
13. Maintain record keeping in goal-oriented format.
14. Participate in ongoing training to support and to maintain adequate services for youth needs.
15. Provision of youth and family assessment of strengths, needs and risk factors.
16. Maintain service logs for youth receiving services.
17. Maintain monthly contact with assigned community navigator for review of treatment progress and case plan activities.
18. Develop and implement termination plan or closure plan when youth and families exit mentoring and case management services and referral/linkage to other necessary services.
19. Provider staff is available flexible hours to accommodate client needs including evenings and weekends.
20. Provider staff is available for after-hour crisis intervention.
21. Maintain program evaluation and outcome data.

Education and Experience Requirements

PROVIDER personnel shall meet the following qualifications as specified below:

1. Two (2) years of college course work in the human services, social science, education, or criminal justice, or two (2) years of professional level experience in providing casework and/or mentoring services to youth and families;
2. A minimum of one year of experience in working with troubled families and/or at-risk youth; and
3. Possess a valid Nevada Class C driver's license.

Responsibility of PROVIDER

1. The provider will supervise the youth in the program to assure that the youth's needs are being met.
2. Provider must design the in-home and case management services to be a time limited intervention consistent with the program model. Justification to extend the identified time limit must be clearly documented in the youth's case file and approved by COUNTY.
3. Provider shall respond to referrals within three (3) business days. When the provider is unable to make contact with the youth and/or family, provider shall notify the assigned community navigator.
4. Provider shall participate as a team member with COUNTY to jointly identify and evaluate the youth's needs and develop and implement the treatment plan when providing counseling. Provider shall have a written treatment plan within five (5) business days. The plan shall respond to presenting problems and assessment of identified needs. The plan shall describe proactive treatment goals, which are measurable, time limited and have monitored outcomes. Discharging planning shall include described strategies and anticipated time of goal achievement.
5. Provider shall submit a monthly written progress report to COUNTY on each youth receiving services. The report shall explain the treatment plan, goal, anticipated time of goal achievement and progress made toward the goals.

6. Provider shall not transport youth outside of Clark County, Nevada without written notice and approval of COUNTY.

GENERAL REQUIREMENTS

The following are requirements for Mentoring and Case Management Services

1. Provider shall accept COUNTY clients regardless of race, color, creed, national origin, ancestry, gender, marital status, disability, religious or political affiliation, age, or sexual orientation.
2. Provider shall provide a minimum of twenty (20) hours of training to all staff providing direct services to include, but not limited to, skill development, boundaries, cultural/heritage sensitivity and awareness, role descriptions, confidentiality, liability and legal mandates, communication skills, adolescent development, and leadership skills.
3. All provider employees, contractors, interns, externs, and volunteers shall receive training on mandatory reporting laws pertaining to child abuse, neglect, and maltreatment.
4. Provider shall embrace the following characteristics:
 - a. Empowering families to define goals and implement their solutions with the goal of becoming less dependent on service providers;
 - b. Teaching families to advocate for, identify and access community resources with the goal of strengthening the family's ability to prevent and resolve future challenges; and
 - c. Instilling hope and belief that change is possible and that family can have a positive impact on their circumstances.
5. Provider shall comply will all laws, rules and regulations applicable to the performance of services contained in their proposal.
6. All services provided shall be conducted by qualified personnel that are appropriately trained for their assigned responsibilities.
7. Provider shall keep names and circumstances surrounding each youth receiving services confidential in accordance with federal and state law including Nevada Revised Statute (NRS) 62H.025.
8. Provider shall have a clearly defined model and theoretical framework that supports service interventions utilized program wide.
9. Provider shall provide COUNTY verbal and/or written information related to the services provided each youth upon request.
10. Provider shall work together with COUNTY to plan and carry out appropriate plans for the discharge of each youth who has received services in cooperation with the assigned community navigator.
11. Provider shall not terminate a youth from services due to those behaviors for which they were referred, except for those behaviors the provider would normally exclude youth at intake or when behavior is escalating and creating a significant danger to the youth, others, or the community.
12. Submission of specific program and youth data on a monthly basis, such as census, incident, and discharge information.
13. Provider shall permit the removal, discharge, or termination of any youth in the care of the COUNTY, upon such request from COUNTY.
14. Provider shall notify the assigned community navigator within one working day of any failure of a youth/family to attend a scheduled appointment.
15. Except in emergencies, the provider shall request prior approval for any medical and/or psychological services to be provided on behalf of a youth in the program not covered in this contract. This prior approval shall be requested from the Manager or Assistant Manager of the appropriate Division within COUNTY and documented in the provider's case record.

16. Provider shall participate as a team member with COUNTY to jointly identify and evaluate the youth's needs and assist in the development and/or implementation of the youth's case plan.
17. Provider shall implement quality assurance to monitor the frequency of contacts, quality of service provision, implementation and outcome of services provided.
18. Providers with multiple sites are responsible to ensure consistency of program services throughout program sites. Provider will go onsite to provide supervision, consultation, technical assistance, and crisis management. Provider shall provide and document the above services at a frequency of no less than one service visit per month, per site.
19. Provider shall notify COUNTY immediately when any of the following occur to youth receiving services from the provider: death, serious illness, accident, runaway, physical restraint, abuse and/or neglect investigations, delinquent or criminal acts, and any behavior which is considered by the provider to be dangerous to the community or provider staff. This notification does not absolve or preclude provider from any requirement to notify, report, contact or call law enforcement and/or a child protective service agency.
20. Maintain program evaluation and outcome data.

Background Checks for Criminal History and Substantiated Child Abuse or Neglect

National Goals

Services provided a youth under this agreement shall be directed toward achievement of one or more of the following goals:

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

Referral Procedures

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

Records

1. Provider shall maintain individual records for each client as required by law.
2. Intake information on intake/referral packet and any other assessment related to service justification.
3. Ongoing Assessment - youth's needs for the services provided.
4. School records as appropriate.
5. Individual treatment plan and revisions for each youth.
6. Written monthly progress.
7. Progress notes showing progress made toward the goals established in the treatment plan.
8. Incident reports - provide written incident report to DJJS Probation Administration and the assigned community navigator immediately regarding accident, runaway, physical restraint, commission of delinquent acts and any allegations of abuse/neglect.
9. Contacts are interactions made with youth's family, school officials, and other agency personnel. Date of contact shall be noted.
10. Discharge Summary must be completed when the case is being closed and shall include the reason for closure at the time of discharge.
11. Maintain books, records, documents, accounting procedures/practices and other evidence, which sufficiency and appropriately reflect all direct and indirect program costs.
12. Collect and provide outcome data on effectiveness of program.
13. Provider shall maintain personnel records for each staff as required per Nevada Revised Statute (NRS) 424.034 or by any other applicable federal or state law.

Responsibilities of COUNTY

1. COUNTY shall make provider visits monthly. The community navigator will assess the youth's needs and determine if the youth is receiving adequate treatment in accordance with their needs.
2. COUNTY shall notify the provider when any of the following events occur with the parents, guardians or primary caregiver of youth supervised by COUNTY and in the care of the provider: death, serious illness, or accident.
3. COUNTY shall work jointly with the provider to plan and carry out appropriate plans for the discharge of each youth in COUNTY's care from the provider's program. COUNTY shall furnish the provider with the information needed to adequately prepare the youth for discharge and subsequent placement.
4. COUNTY shall provide the provider with the youth's case plan and assessment results, upon request.
5. COUNTY shall provide the PROVIDER with the applicable insurance information and/or Medicaid information for youth receiving services, if applicable.

Discipline and Physical Restraints

1. Provider and/or sub-contractor are prohibited from using corporal punishment as a form of discipline.
2. Provider and/or sub-contractor are prohibited from using any form of demanding or harsh punishment as a form of discipline.
3. Provider and/or sub-contractor are strongly discouraged from practicing physical restraint of youth. Physical restraint of youth may be practiced only if: (a) all methods of verbal and environmental de-escalation have failed, (b) the presenting behavior of the youth demonstrates a clear and present danger to himself, provider staff or community, (c) Provider and staff have been trained in a nationally recognized model of physical restraint and verbal de-escalation. Provider shall require all direct care staff to complete annual training in a nationally recognized model

of physical restraint and verbal de-escalation of youth, if their policies allow for any form of physical restraint. Provider shall maintain a written physical restraint log documenting each incident of physical restraint as to youth's name, date, time, precipitating circumstances and outcome.

4. Physical restraint of youth may not be associated with or applied as a punishment. Provider and subcontractor are prohibited from using any mechanical, leather or tie-down restraints of any kind.
5. Physical restraint has the meaning defined in NRS Chapter 433 as amended. Provider shall comply with all sections of NRS Chapter 433 that pertain to physical restraint or environmental deprivation of youth.

Religious Proselytism

Provider is prohibited from using direct financial assistance received from Clark County to support or engage in "explicitly religious activities," which includes "activities that involve overt religious content such as worship, religious instruction, or proselytization." Other examples of explicitly religious activities and materials include devotional exercises, production or dissemination of devotional guides or other religious materials, or counseling in which mentors introduce religious content. More specifically, providing devotional booklets during a program or leading a group prayer among clients receiving mentoring and case management services are examples of social service activities that are explicitly religious. While it is not feasible to develop a comprehensive list of all "explicitly religious activities," each of these is an example of an activity that is not religiously neutral because it promotes or endorses religion.

Application of the prohibition against explicitly religious activity must be consistent with the First Amendment of the U.S. Constitution, which both prevents the government from promoting or sponsoring religion and protects privately initiated religious expression and activities from government interference and discrimination. This means that staff carrying out programs supported by direct financial assistance through this SOW, and the materials disseminated by staff persons in those programs, must be neutral in their treatment of religion. Neither staff nor materials used in these programs should promote, endorse, or favor religious beliefs over non-religious beliefs, nor shall they disparage religious beliefs in any way. Further, they shall not express a judgment with regard to religious beliefs or non-belief or seek to influence the beliefs of participants with respect to religion.

Faith-based organizations need to ensure that programs directly supported by Clark County comply with the requirement that these programs are religiously neutral, various protections also exist to ensure that faith-based organizations do not have to change their religious identities after receiving an award from Clark County. Religious entities may receive awards from Clark County to support social service programs "without impairing their independence, autonomy, expression outside the programs in question, or religious character." Accordingly, a faith-based organization that applies for, or participates in, a social service program supported with Clark County financial assistance may continue to carry out its mission in this way, including the definition, development, practice, and expression of its religious beliefs. At the same time, it shall not use funding from this SOW to support or engage in any explicitly religious activities and those activities must be both separate in time or location from any funding received through this SOW.

**EXHIBIT B
INTENSIVE IN-HOME AND CASE MANAGEMENT SERVICES FOR TRUANCY PREVENTION
FEE SCHEDULE**

Service	Description	Fees
Support for TPOP/ Truancy Remediation Services	<ol style="list-style-type: none"> 1. Collaborate with TPOP team to identify high risk youth with truant behavior. 2. Coordinate care of youth with TPOP, school, family, and youth through FASST conferencing. <ol style="list-style-type: none"> a. Identify positive supports for the youth. 3. Provide WhyTry Curriculum along with family preservation services. <ol style="list-style-type: none"> a. Assist youth in creating self-resiliency; b. Address obstacles in the youth's life for success; c. Support caregivers with basic parenting assistance; d. Identify academic challenges and provide resources; e. Operate utilizing restorative practices; and f. Provide Competency Development for youth. 4. Offer assistance to Teachers during class time. 5. Offer assistance to parents on evening and weekends. 6. Address external variables that the youth identify as hurdles to success. 7. Youth and families should expect contact with Family Resource Specialist about 2-4 times per week. 	\$31,820.59 per month for Truancy remediation to support TPOP. This includes Truancy Remediation supportive staff and services for approximately 15 families at any given time (residing in Clark County)

EXHIBIT C
INTENSIVE IN-HOME AND CASE MANAGEMENT SERVICES FOR TRUANCY PREVENTION
CERTIFICATION OF COMPLIANCE WITH BACKGROUND CHECK REQUIREMENTS

Clark County requires that an employee or agent of a provider of services to children in the care, custody, supervision and/or jurisdiction of the Clark County Department of Juvenile Justice Services ("DJJS") conduct an adequate background check¹ to ensure that their employees or agents who come in contact with children referred by DJJS 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 conversions 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 Clark County Department of Juvenile Justice Services, I will provide certified confirmation of compliance with the above requirements.

Signature _____

(Provider Representative)

Date: _____

EXHIBIT D
INTENSIVE IN-HOME AND CASE MANAGEMENT SERVICES FOR TRUANCY PREVENTION
INSURANCE REQUIREMENTS

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

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

- M. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- N. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s)
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- P. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (G) Policy Number
 - (H) Policy Effective Date
 - (I) Policy Expiration Date
 - (J) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (K) Policy Number
 - (L) Policy Effective Date
 - (M) Policy Expiration Date
 - (N) Aggregate (\$1,000,000)
 8. Description: CBE Number 60659-24 Intensive In-Home and Case Management Services for Truancy Prevention (must be identified on the initial insurance form and each renewal form)
 9. Certificate Holder:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME			
	PHONE (A/C No. Ext.)	BROKER'S PHONE NUMBER	FAX (A/C No.)	BROKER'S FAX NUMBER
	E-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
	INSURER E:			
	INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS		
4.	GENERAL LIABILITY <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		X	(A)	(B)	(C)	EACH OCCURRENCE	\$(D)	1,000,000
							PERSONAL & ADV INJURY	\$(G)	1,000,000
							GENERAL AGGREGATE	\$(H)	2,000,000
							DEDUCTIBLE MAXIMUM	\$	25,000
5.	AUTOMOBILE LIABILITY <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		X	(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M)	1,000,000
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
							DEDUCTIBLE MAXIMUM	\$	25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS	OTHER	\$
							E L EACH ACCIDENT	\$	
							E L DISEASE - E A EMPLOYEE	\$	
							E L DISEASE - POLICY LIMIT	\$	
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q)	1,000,000

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

8. CBE NO.806959-24; INTENSIVE IN-HOME AND CASE MANAGEMENT SERVICES FOR TRUANCY PREVENTION

9. CERTIFICATE HOLDER

CANCELLATION

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

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

10. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

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

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. 606959-24, entitled INTENSIVE IN-HOME AND CASE MANAGEMENT SERVICES FOR TRUANCY PREVENTION
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 E
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.