

CLARK COUNTY, NEVADA

RFP NO. 606549-23 SUBSTANCE USE TREATMENT

CMJ RECOVERY NV LLC DBA VOGUE RECOVERY CENTER
NAME OF FIRM
Janice Vaysberg, Chief Financial Officer
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
4011 McLeod Drive Las Vegas, Nevada 89121
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(847) 345-5541
(AREA CODE) AND TELEPHONE NUMBER
N/A
(AREA CODE) AND FAX NUMBER
jvaysberg@aliyahg.com
E-MAIL ADDRESS

SUBSTANCE USE TREATMENT

This Contract is made and entered into this _____ day of _____, 2025, by and between CLARK COUNTY, NEVADA, ON BEHALF OF LAS VEGAS JUSTICE COURT, hereinafter collectively referred to as "COUNTY and individually referred to as "COUNTY" for CLARK COUNTY, NEVADA and "COURT" for LAS VEGAS JUSTICE COURT, and CMJ RECOVERY NV LLC DBA VOGUE RECOVERY CENTER hereinafter referred to as PROVIDER), for SUBSTANCE USE TREATMENT 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/COURT and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COURT agrees to retain PROVIDER for the period from August 1, 2024 through June 30, 2025, with the option to renew for 4, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COURT within the scope of this Contract.

SECTION II: COMPENSATION AND TERMS OF PAYMENT**A. Compensation**

COURT agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) and in accordance with the rates listed there in Fee Schedule (Exhibit B). COURT'S obligation to pay PROVIDER cannot exceed the applicable rates in Exhibit B. 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. As authorized by law, PROVIDER shall bill third party payors (e.g. Medicaid, private insurance, etc.) for services provided within the timeline set by the third-party payor or Medicaid for COURT participants that are Medicaid eligible. COUNTY shall not pay for a claim that is denied for payment by payor source due to untimely billing submitted by PROVIDER. PROVIDER shall exhaust all payment sources before billing COUNTY. PROVIDERS shall accept contracted rate as payment in full and shall not request "balance-bill" payment from COUNTY.
2. Each invoice received by COURT 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.
3. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COURT.
4. COURT, 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.
 - (i) Information Detailing
 - (ii) Client Name
 - (iii) Type of Service provided
 - (iv) Date of Service provided
 - (v) Duration of Service

- 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 COURT.
 - 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. COURT'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.
5. No penalty will be imposed on COURT if COURT fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COURT will receive no discount for payment within that period.
 6. In the event that legal action is taken by COURT or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COURT'S available unencumbered budgeted appropriations for the PROJECT.
 7. COURT 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.
 8. COURT 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.
 9. Invoices shall be submitted to: LVJCFinanceDivision@ClarkCountyNV.gov.
 10. COURT 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. COURT'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 COURT'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COURT'S obligations under it shall be extinguished at the end of the fiscal year in which COURT fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COURT'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 COURT'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. COURT 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 COURT 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 COURT.

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/COURT 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/COURT 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/COURT, 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 COURT 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/COURT 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/COURT.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY/COURT in the performance of services under this Contract and will be available for consultation with COUNTY/COURT at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will follow COURT'S standard procedures as followed by COURT'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 COURT 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. COURT'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/COURT 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 COURT 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 COURT shall become the property of COURT and shall be delivered to COURT'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 COURT. COURT shall have the right to reproduce all documentation supplied pursuant to this Contract.

- I. The rights and remedies of COURT 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 COURT.
- B. Approval by COURT of PROVIDER'S request to subcontract, or acceptance of, or payment for, subcontracted work by COURT 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/COURT 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 COURT'S approval of PROVIDER'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COURT

- A. COURT 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 COURT'S representative, Charles Mapp, Sr., Las Vegas Justice Court Administrator telephone number (702) 671-3100 or LJVCAAdministration@ClarkcountyNV.gov or their designee. COURT'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 COURT'S representative may be reported in writing as needed to PROVIDER. It is understood that COURT'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. COURT 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 COURT 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 COURT'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 COURT'S written approval.

SECTION IX: SUSPENSION AND TERMINATION

- A. Suspension
COUNTY/COURT may suspend performance by PROVIDER under this Contract for such period of time as COUNTY/COURT, 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/COURT wishes to suspend. Upon such suspension, COURT 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/COURT to resume performance. In the event COUNTY/COURT 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/COURT based on appropriated funds and approval by COURT.

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/COURT 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/COURT prior to termination.
 - b. If termination is for COUNTY/COURT'S convenience, COURT 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 COURT, COURT 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 COURT 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 COURT'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/COURT.
4. Upon termination, COURT 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, COURT 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 COURT 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 C incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit C 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, COURT 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 COURT: Las Vegas Justice Court
Attn: Court Administrator
200 Lewis Avenue, 2nd Floor
Las Vegas, Nevada 89155-2511

TO PROVIDER: Vogue Recovery Center
4011 McLeod Drive
Las Vegas, Nevada 89121

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/COURT, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY/COURT, 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/COURT 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/COURT 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/COURT 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/COURT shall be void.

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY/COURT and their employees, officers and agents of COUNTY/COURT 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/COURT may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY/COURT 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/COURT 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/COURT 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/COURT) 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/COURT 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/COURT to ensure contract compliance. PROVIDER agrees to provide COUNTY/COURT 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 D). The information provided in Exhibit D 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/COURT is bound only by COUNTY/COURT agents acting within the actual scope of their authority. COUNTY/COURT is not bound by actions of one who has apparent authority to act for COUNTY/COURT. The acts of COUNTY/COURT agents which exceed their contracting authority do not bind COUNTY/COURT.

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/COURT 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. HIPAA - Confidentiality Regarding Participants

45 CFR § 164.512(e)(1)(i):

Uses and disclosures for which an authorization or opportunity to agree or object is not required.

(e) Standard: Disclosures for judicial and administrative proceedings (1) Permitted disclosures. A covered entity may disclose protected health information in the course of any judicial or administrative proceeding: (i) In response to an order of a court or administrative tribunal, provided that the covered entity discloses only the protected health information expressly authorized by such order.

R. Non-Endorsement

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

S. 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.

T. Survival

The following sections will survive the closing and/or termination of this contract; Section II, Compensation and Terms of Payment and Section XII, Miscellaneous, letter E, letter F, letter H, letter J, letter N, letter T.

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 Department of Finance, Purchasing and Contracts Division, Purchasing Deputy Director, 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/COURT'S approval of the new Price(s). Only one (1) written price adjustment request(s) will be accepted from PROVIDER per renewal term. The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.

Consumer Price Index (CPI): All Urban Consumer, U.S. city average. Series ID: CUSR0000SA0 will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of CPI 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/COURT may consider these increases in addition to the allowed increases, providing PROVIDER submits written documentation and suitable proof by line item to COUNTY/COURT 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 the last price increase, 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/COURT 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/COURT, COUNTY/COURT 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 ON BEHALF OF
LAS VEGAS JUSTICE COURT

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

PROVIDER:

CMJ RECOVERY NV LLC DBA VOGUE RECOVERY CENTER

By: *J Vaysberg*
JANICE VAYSBERG
Chief Financial Officer

2/14/25

DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: *Sarah Schaerrer*
Sarah Schaerrer (Apr 3, 2025 07:58 PDT)
SARAH SCHAERRER
Deputy District Attorney

04/03/2025

DATE

EXHIBIT A SUBSTANCE USE TREATMENT SCOPE OF WORK

A. Purpose

The Las Vegas Justice Court Specialty Court Treatment Program targets non-violent offenders who have serious addictions to drugs and/or alcohol. The purpose of these programs is to provide professional substance abuse treatment services to these offenders as a positive alternative to incarceration. The goal is to afford these offenders the opportunity to break their cycle of substance use and criminal recidivism through rehabilitation. An essential component of these programs is engaging specialized service providers, which are capable of working with this population, to help them address both the physiological and psychological root of their substance abuse and work towards sustaining drug-free lives.

The benefit of this collaboration is to better serve the at-risk substance abuse addiction population who often lack access to resources and recidivate at a higher rate as a result. The restorative benefits of this collaboration are to aide with treatment, sustainable resources, gainful employment, vocational training, mental stability and/or a combination of outcomes which will lower the risk of recidivism. For those identified in need of crisis intervention, PROVIDER will fill the gaps which exist in the continuum of care, so that the target population is linked to quality care PROVIDERS during the time they are most at risk of relapse and/or recidivism.

The COURT seeks PROVIDER'S who can offer the following treatment services and transportation if applicable, with appropriate step-down treatment to its participants and meet the requirements as detailed in this Scope of Work:

B. Services

COURT will screen participants who are in need of substance abuse treatment and/or co-occurring mental health treatment. COURT will identify participants who may need a medication assisted protocol or supportive housing and/or transitional housing services. COURT and PROVIDER will work collaboratively to ensure that all participants referred to PROVIDER will be assessed and evaluated to determine treatment and/or services needed. There will be no fee for those eligible to receive or are receiving full fee for service Medicaid and/or Medicare and/or other insurance coverage.

C. General Requirements

- a. Services shall be provided in the least restrictive environment that is appropriate to the individual participant's strengths and needs.
- b. Services shall reflect treatment that is individualized to provide for the unique needs of each participant.
- c. PROVIDER shall provide verification of SAPTA or other appropriate professional licensure or certification as required by the Nevada Revised Statute (NRS), Nevada Administrative Code (NAC), and the rules and requirements promulgated by their specific licensing board(s).

Medically Managed Detox

PROVIDER shall provide services for medically managed detoxification. PROVIDER shall provide medically managed detoxification services to individuals age eighteen (18) and older who have a substance use disorder for which medical detoxification is medically necessary. The treatment services shall be tailored to meet the individual needs of each participant.

The services may include but are not limited to the following:

- Conduct admissions 24 hours per day, seven (7) days per week;
- Perform an initial intake evaluation,
- Conduct a physical examination, including medical history and laboratory testing;
- Conduct a diagnostic evaluation and a risk assessment;
- Provide medical management and monitoring of withdrawal from a substance or substances;
- Provide 24/7 medical management and monitoring of co-existing medical conditions;
- Develop, with each individual, a recovery plan;
- Provide appropriate observation and precautions for individuals who may be suicidal;
- Conduct discharge planning and make confirmed referrals to appropriate aftercare services and supports;
- Regular Urinalysis Testing;
- Attend and submit documentation of trainings the courts may request the agency to perform to stay current with drug court best practice models (examples includes NADCP events)
- Wrap Around Case Management
- Linkages to other Services

- Evidenced based Risk & Needs Screenings
- Aiding in Identifying documents & medical benefits including food stamps, employment needs, housing, and transportation needs.
- Transport participant to submit to random drug screenings, court status checks and any court mandated appointments and pick up from Local Jail.

Inpatient/Residential Treatment (Men/Women)

PROVIDER shall provide substance abuse and and/or co-occurring mental health treatment. PROVIDER shall supply Inpatient services to adults participating in the specialty courts programs. The treatment services shall be tailored to meet the individual needs of each client and all program participants shall be provided individual and group counseling sessions and additional services.

The services shall include but are not limited to the following:

- Intake and Assessment
- Treatment Planning
- Residential Treatment with medically assisted if necessary
- Sober Living facilities
- Regular Urinalysis Testing * randomized, observed testing
- Educational / Vocational Assessment and Assistance
- Individual and Group Counseling
- Co-occurring treatment
- Specialty groups (i.e. Grief and loss, MRT, trauma, gender/age specific, impulse control, anger management etc.)
- Parent Education and Support Meetings
- Couples, Family, and Children's therapy
- Linkages to other Services- Case Management
- Client Progress Reports for use by the Court
- Discharge/Aftercare Planning
- Aftercare Services
- For participants needing residential treatment, transport participants from the Clark County Detention Center to PROVIDER'S intake offices after initial assessment, clearance, and admittance by PROVIDER'S staff.

Inpatient Residential Placements: During the 30 to 60-day clinically based program, PROVIDER will provide an appropriate level of care (based on a clinical assessment) to each participant, as well as 24-hour monitoring, stabilization, counseling, meals, and housing, in a licensed residential inpatient facility and then transitioning them into a sober living environment. PROVIDER will utilize multiple therapeutic services to assess and treat adult participants. Each participant will receive a 24-hour comprehensive supervised residential treatment program and be assessed by a licensed clinician to determine the appropriate level of care based on American Society of Addiction Medicine (ASAM) criteria. The period of services shall not exceed 30 days per participant per calendar year, unless deemed clinically necessary and with prior authorization from the COURT. PROVIDER shall reassess the participant's level of care and submit the ASAM to the COURT, every thirty days, as clinical justification for continued stay in Level 3 treatment. PROVIDER shall transport all inpatient participants to all necessary appointments, including but not limited to, dental, medical, COURT status checks, etc. At no point during their time away from the inpatient facility shall a participant be unsupervised by the PROVIDER'S staff, unless the Court is notified in advance and authorization is provided. Participants shall not be granted off-site unsupervised passes without prior approval from the COURT staff.

Medication Focused Residential Placements: During the 30 to 60-days clinically based program, PROVIDER will provide an appropriate level of care (based on a clinical assessment) to each participant, as well as 24-hour monitoring, stabilization, counseling, meals, medication management, family program, support groups, and housing, in a licensed residential inpatient facility and then transitioning into a sober living environment. PROVIDER will utilize multiple therapeutic services to assess and treat adult participants and their family. Each participant will receive a 24-hour comprehensive supervised residential treatment program and be assessed by a licensed clinician to determine the appropriate level of care based on American Society of Addiction Medicine (ASAM) criteria. The period of services shall not exceed 30 days per participant per calendar year, unless deemed clinically necessary and with prior authorization from the COURT. If a participant is deemed clinically appropriate for additional time, it is at the discretion of the Court to extend treatment. PROVIDER shall reassess the participant's level of care and submit the

ASAM to the COURT, every thirty days, as clinical justification for continued stay in in-patient treatment. PROVIDER shall transport all in-patient participants to all necessary appointments, including but not limited to, dental, medical, social services, Department of Motor Vehicles, and COURT, etc. At no point during their time away from the inpatient facility shall a participant be unsupervised by the PROVIDER'S staff, unless the COURT is notified in advance and authorization is provided. Participants shall not be granted off-site unsupervised passes without prior approval from the COURT staff.

Medication management must consist of the medication being taken as prescribed. PROVIDER'S staff must observe the client taking the medication, the PROVIDER'S staff will keep a medication log documenting the medication taken, time, date, and if taken or refused, a medication count will be completed once a week and reported to the COURT, and any medication changes or concerns are to be immediately documented to the COURT.

- PROVIDER shall provide participants in residential treatment with a medical evaluation. This is to include a medical history and physical, laboratory, medical screening, urinalysis and on-going pharmacological interventions to assist in addressing cravings and maintaining long-term abstinence.
- PROVIDER shall provide comprehensive case management, discharge planning, and assistance with coordination of wrap around habilitation services such as long-term housing, permanent housing, and assistance with obtaining EBT/food stamps, medical care, Medicaid, and other government entitlements such as Social Security for all residents.
 - As part of participant supervision, PROVIDER shall keep a record detailing participant's job schedules and all other activities that require them to be off property. PROVIDER shall report all curfew violations to the COURT. These records shall be made available to COURT upon request.
 - Connect all participants to social service needs, i.e., insurance, physicals, psychiatric services, SNAP/EBT and food services, clothing services, etc.
 - Provide a discharge plan for each participant to ensure the security of stable housing after the participant leaves the program.
 - Attend and submit documentation of trainings the Courts may request the agency to perform to stay current with drug court best practice models (examples includes NADCP events).

Partial Hospitalization Program

PROVIDER shall provide substance abuse and/or co-occurring mental health treatment. PROVIDER shall supply Partial Hospitalization Program services to adults participating in the Las Vegas Justice Court specialty courts programs. The treatment services shall be tailored to meet the individual needs of each client and all program participants shall be provided individual and group counseling sessions, access to medical care and medication if needed, and additional services. Participants may be stepping down from an Inpatient program and do not require 24-hour supervision yet benefit from a high level of support.

The services shall include but are not limited to the following:

- Intake and Assessment
- Individualized Treatment Planning and therapeutic services
- Individual and Group Counseling must utilize Evidenced Based curriculum (MI, CBT, Solution Focused, Client-Centered, Choice/Reality Therapy, etc.)
- Co-occurring treatment
- Complete ASAM LOC screening every 30 days
- Couples, Family, and Children's therapy (if applicable not required)
- Linkages to other Services- Case Management
- Client Progress Notes uploaded in the DCCM for use by the COURT
- Proper referrals to Step down Services based on evidenced risk and needs screenings.

Intensive Outpatient

PROVIDER shall provide substance abuse and/or co-occurring mental health treatment. PROVIDER shall supply IOP services to adults participating in the specialty courts programs. The treatment services shall be tailored to meet the individual needs of each client and all program participants shall be provided individual and group counseling sessions and additional services. IOP can be a step down from Inpatient and PHP treatment services. PROVIDER must use evidence-based treatment curriculum for all groups offered. Evidenced Based curriculum (Motivational Interviewing-MI, CBT, Solution Focused, Client-Centered, Choice/Reality Therapy, etc.).

PROVIDER must ensure that the Intake and Assessment process is timely and concise. PROVIDER must provide orientation and intake within the first 24 – 48 hours after referral to the agency by the COURT. First individual appointment must take place within 7 days after intake assessment by the agency.

PROVIDER shall provide a SAPTA Certification of Intensive Outpatient (IOP) level of care that includes, but is not limited to, the following components: requires engagement and support through structured interaction several days per week with the participant in a program that generally maintains hours of service 9-19 hours per week. Maximum 90 days in length and if in longer must provide clinical proof to the COURT to justify extended stay in IOP LOC.

The services shall include but are not limited to the following:

- Intake and Assessment
- Individualized Treatment Planning and therapeutic services
- Individual and Group Counseling
- Co-occurring treatment
- Individual and Group Counseling must utilize Evidenced Based curriculum (Motivational Interviewing-MI, CBT, Solution Focused, Client-Centered, Choice/Reality Therapy, etc.)
- Wrap Around Case Management
- Linkages to other Services
- Evidenced based Risk & Needs Screenings
- Aiding in Identifying documents & medical benefits including food stamps, employment needs, housing, and transportation needs.
- Complete ASAM LOC screening every 30 days
- Couples, Family, and Children's therapy (if applicable not required)
- Client Progress Notes uploaded in the DCCM for use by the COURT
- Proper referrals to Step down Services based on evidenced risk and needs screenings.
- Criminal Thinking Groups if stable and court mandated (examples include: Moral Reconnection Therapy-MRT, evidenced based Criminal Conduct workbooks/criteria) (if applicable not required).
- Regular Urinalysis Testing;
- Develop, with each individual, a recovery plan;
- Provide appropriate observation and precautions for individuals who may be suicidal;
- Conduct discharge planning and make confirmed referrals to appropriate aftercare services and supports;
- Have a clinical liaison attend weekly staffing with COURT Coordinator and COURT staffing.
- Peer support;
- Access to providers Sober living / Transitional living
- Attend and submit documentation of trainings the courts may request the agency to perform in order to stay current with drug court best practice models (examples includes NADCP events).
- Transport participant to submit to random drug screenings, court status checks and any court mandated appointments and pick up from Local Jail.

D. Responsibilities

COURT:

Provide PROVIDER with a list of participants who have been assessed and identified as appropriate to receive treatment services.

Refer participants needing treatment services to PROVIDER to complete any additional assessment needed prior to acceptance into PROVIDER'S treatment program.

Release eligible in-custody participants at a mutually agreed upon time into the treatment programming with PROVIDER.

PROVIDER:

PROVIDER will abide by all COURT Policies and Procedures.
Provide outcomes to COURT point of contact as requested.

PROVIDER must use evidence-based treatment/medical models.

PROVIDER cannot exclude accepting COURT participants on a medication assisted treatment plan through the COURT'S program.

E. Communication and Collaboration:

1. PROVIDER and COURT shall maintain consistent and effective communication and collaboration with one another.
2. PROVIDER shall communicate program updates or changes immediately no later than 24 hours that include: staffing changes, programmatic changes, and new program services being offered, or any other material changes in PROVIDER'S organization that may affect PROVIDER'S ability to provide treatment services.
3. PROPOSER shall be available for weekly court staffing.
4. PROVIDER shall communicate any challenges and/or concerns impacting the ability to provide services to Court Division Administrator immediately, no later than 24 hours upon identifying the issue.

F. Record Keeping and Documentation

PROVIDER shall maintain detailed individual participant records documenting the progress each program participant makes towards successfully completing his/her discharge plan and/or their step down in LOC.

In addition, PROVIDER shall enter and maintain the Drug Court Case Management (DCCM) System, individually, for all participants, including but not limited to all drug testing results, recommendations and any other treatment information relevant to the participants' compliance or non-compliance with their requirements. All required information must be entered into DCCM within 24 hours of services provided to participant.

G. Other Services Provided

Case Management

1. Case Management in substance abuse treatment involves a coordinated approach to support individuals struggling with addiction or substance use disorders. It ensures that clients receive the appropriate services and interventions needed to address their unique needs, helping them achieve long-term recovery, and improve their quality of life.
 - i. Assessment and Evaluation
 - ii. Care Plan Development
 - iii. Service Coordination
 - iv. Monitoring and Support
 - v. Referral and Linkage
 - vi. Advocacy
 - vii. Discharge Planning and Aftercare
2. Case Management plays a crucial role in supporting individuals with substance/mental use disorders throughout their recovery journey. By providing personalized care plans, coordinating resources, and offering ongoing support, case managers help individuals navigate the challenges of addiction treatment and work toward lasting recovery. The integration of Case Management into substance abuse treatment can significantly improve outcomes by ensuring that clients receive the comprehensive care they need to succeed in their recovery.

Intake/Clinical Assessment/Orientation

1. The intake process is the first stage in the course of treatment, during which basic demographic, medical, and psychiatric information is collected. The purpose is to acquire pertinent background information that will assist the PROVIDER(S) in understanding the client's requirements and goals.
 - i. Demographic Information
 - ii. Presenting Issues
 - iii. Medical History
 - iv. Family and Social History
 - v. Safety Assessment
 - vi. Consent for Treatment

2. The Clinical Assessment is a more in-depth evaluation of the client's mental health and emotional well-being. It helps the clinician understand the underlying issues contributing to the client's distress and guides the treatment plan.
 - i. Psychological Evaluation: This may include interviews, questionnaires, or standardized assessment tools to evaluate emotional, psychological, and cognitive functioning.
 - ii. Diagnosis: Using the information gathered, the clinician may offer a diagnosis (using DSM-5 or ICD-10 criteria) or rule out certain conditions.
 - iii. Strengths and Resources: Identifying strengths (e.g., coping mechanisms, support systems) and resources available to the client.
 - iv. Risk Assessment: This includes assessing any imminent risks (e.g., self-harm, suicidality, substance abuse, aggression).
 - v. Treatment Needs: The assessment identifies whether therapy, medication, or other forms of treatment are necessary, and the level of care required (e.g., outpatient, inpatient).

Intake: Gathering essential background information, identifying the reason for seeking care, and conducting a preliminary safety check.

Clinical Assessment: A deeper exploration into the client's psychological health, including diagnostic evaluation and identification of treatment needs.

Orientation: Providing an overview of the treatment process, clarifying roles and expectations, and educating the client about the treatment structure and their rights.

These steps are crucial for creating a strong foundation for the therapeutic relationship, ensuring that the client's needs are adequately addressed, and promoting a safe and effective treatment experience.

Individual Outpatient Treatment Session - Substance Abuse

1. An individual outpatient substance abuse treatment session often includes a personalized approach tailored to the person's specific requirements. Outpatient treatment means that the patient does not stay at a treatment facility overnight but rather attends regular sessions during the day or week.
2. **Assessment:** Before beginning outpatient treatment, the individual usually undergoes an intake or assessment session, which helps clinicians understand the severity of the substance use, mental health concerns, medical history, and personal triggers. This information is used to develop a treatment plan.
3. **Goal Setting:** The therapist and the client work together to set specific treatment goals. This may include achieving sobriety, improving coping strategies, or addressing underlying emotional or mental health issues that contribute to substance use.
4. An individual outpatient substance abuse therapy session provides a safe and supportive environment in which to analyze one's behavior, feelings, and thoughts. The goal is to assist the client in addressing the underlying causes of their substance use, developing sober-living techniques, and improving overall well-being.

Individual Outpatient Treatment Session - Mental Health

1. Individual outpatient treatment A session in mental health is a one-on-one therapeutic appointment between a client and a licensed mental health professional (such as a therapist or counselor) in a non-residential setting. These sessions often target and treat a wide range of mental health conditions, such as anxiety, depression, trauma, stress, marital problems, and other emotional or psychological issues.
2. Outpatient treatment eliminates the need for the individual to stay in a hospital or residential institution and allows them to continue with their everyday activities (job, school, family life, etc.) while receiving treatment.
3. Sessions typically last 45-60 minutes, though the length can vary.
4. Frequency can range from weekly to monthly, depending on the individual's needs, progress, and treatment plan. In the beginning, more frequent sessions may be recommended, and later on, the sessions may be spaced out.
5. Individual outpatient treatment sessions in mental health allow patients to work through personal issues with the assistance of a certified therapist. These sessions are designed to help people understand and manage mental health challenges, develop coping techniques, and make good changes in their lives. Individuals can attain their mental health goals, increase their emotional well-being, and improve their overall quality of life by implementing individualized, evidence-based therapy.

Group Outpatient Treatment - Substance Abuse and/or Mental Health

1. Clients with co-occurring diagnoses are provided mental health services concurrently with their primary substance use disorder through formal care. Clinicians utilize the diagnoses within individual Treatment Planning for clients to create problems, goals, and objectives with statuses that are updated depending on the level of care. Inpatient and Partial Hospitalization clients also have access to a provider who conducts medication management through on-site assessments and evaluations with nursing monitoring medication. All client care is documented and audited within the EMR system, KIPU. Clients are educated by clinical and nursing staff about mental health disorders to ensure quality care. Staff integrate evidence-based materials in creating their curriculum based on client needs. PROVIDER'S programming is structured to include, process, psychoeducational, medical aspects of recovery, relapse prevention, and recovery skills. Each clinical staff utilizes evidenced curriculum, including, but not limited to, DBT, Motivational Interviewing, Solution-Focused, CBT, Seeking Safety, EMDR, CPT, etc.

Coordinated Care Housing Program (Sober Living)

1. Includes transitional housing placements, to include double-occupancy housing with utilities and garbage services included, dedicated to individuals in the Las Vegas Justice Court Specialty Courts who are concurrently engaged in treatment through COURT specified treatment providers, and transportation for all Coordinated Care Residents for treatment.

**EXHIBIT B
SUBSTANCE USE TREATMENT
FEE SCHEDULE**

Substance Use Treatment	Rate	UOM
Medically Managed Detox	\$1,000.00	Day
Inpatient/Residential Treatment (Men/Women)	\$750.00	Day
Partial Hospitalization Program	\$500.00	Day
Intensive Outpatient	\$200.00	Day
Outpatient Treatment Fee Schedule	\$200.00	Day
Other Services Provided		
Case Management	\$ 50.00	Each
Intake/Clinical Assessment/Orientation	\$100.00	Each
Individual Outpatient Treatment Session - Substance Abuse	\$100.00	Each
Individual Outpatient Treatment Session - Mental Health	\$100.00	Each
Group Outpatient Treatment - Substance Abuse and/or Mental Health	\$100.00	Each
Coordinated Care Housing Program (Sober Living)	\$50	Day
Transportation Fee		
GSA	\$0.655	per mile

EXHIBIT C
SUBSTANCE USE 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 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: RFP Number 606549-23 Substance Use 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).

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	
INSURED 2. PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	3. NAIC #	
	INSURER A: Company's	
	INSURER B: Best	
	INSURER C: Key Rating	
	INSURER D:	
	INSURER E:	
INSURER F:		

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

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

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

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

8. RFP NO.606549-23; SUBSTANCE USE TREATMENT

9. CERTIFICATE HOLDER

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

CANCELLATION

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

10. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP 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 RFP No. 606549-23, entitled SUBSTANCE USE TREATMENT
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 D
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: _____	Telephone Number: _____
	Contact Person: _____	_____
	Description of Work: _____	
	Estimated Percentage of Total Dollars: _____	
	Business Type:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> SBE <input type="checkbox"/> VET
		<input type="checkbox"/> DVET <input type="checkbox"/> ESB
2.	Subcontractor Name: _____	Telephone Number: _____
	Contact Person: _____	_____
	Description of Work: _____	
	Estimated Percentage of Total Dollars: _____	
	Business Type:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> SBE <input type="checkbox"/> VET
		<input type="checkbox"/> DVET <input type="checkbox"/> ESB
3.	Subcontractor Name: _____	Telephone Number: _____
	Contact Person: _____	_____
	Description of Work: _____	
	Estimated Percentage of Total Dollars: _____	
	Business Type:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> SBE <input type="checkbox"/> VET
		<input type="checkbox"/> DVET <input type="checkbox"/> ESB

☐ No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.