

CLARK COUNTY, NEVADA
CLARK COUNTY WORKFORCE ECONOMIC STABILITY
TRAINING INITIATIVE
CBE NO. 606057-21

CULINARY ACADEMY OF LAS VEGAS
NAME OF FIRM
Edmund Wong, Chief Executive Officer
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
710 W. Lake Mead Blvd. North Las Vegas, Nevada 89030
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 924-2146
(AREA CODE) AND TELEPHONE NUMBER
None
(AREA CODE) AND FAX NUMBER
<u>ewong@theculinaryacademy.org</u>
E-MAIL ADDRESS

CLARK COUNTY WORKFORCE ECONOMIC STABILITY TRAINING INITIATIVE

This Contract is made and entered into this _____ day of _____ 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and CULINARY ACADEMY OF LAS VEGAS (hereinafter referred to as PROVIDER), for Clark County Workforce Economic Stability Training Initiative (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$7,601,225 for the entire contract term based on budget appropriation, including all travel, lodging, meals and miscellaneous expenses; and

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

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from July 1, 2021 through June 30, 2022, with the option to renew for 4, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) and in accordance with the rates listed therein not-to-exceed amount of \$7,601,225 for the entire contract term based on budget appropriation. 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 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. 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 via email to: SSRAD@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, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

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

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.



- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - 1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. COUNTY'S review, approval, acceptance, or payment for any of PROVIDER'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.

- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Danita Osborne-Morris, Senior Management Analyst, Clark County Social Service-RAD, 702-790-9011 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

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

SECTION IX: SUSPENSION AND TERMINATION

- A. Suspension
 COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.
- B. Termination
 - 1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than ten (10) calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
 - 2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY shall pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination, but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Termination for Default

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

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit 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, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

SECTION XI: NOTICES

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

TO COUNTY: Clark County Social Service
Attention: Kristin Cooper
1600 Pinto Lane
Las Vegas, Nevada 89105

TO PROVIDER: Culinary Academy of Las Vegas
Attention: Edmund Wong
710 W. Lake Mead Blvd.
North Las Vegas, Nevada 89030



SECTION XII: MISCELLANEOUS

A. Independent Contractor

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

B. Immigration Reform and Control Act

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

C. Non-Discrimination/Public Funds

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

D. Assignment

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

E. Indemnity

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

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

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



H. Audits

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

I. Covenant

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

J. Confidential Treatment of Information

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

K. ADA Requirements

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

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit 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 is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

O. Force Majeure

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

P. Severability

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

Q. Non-Endorsement

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



R. Public Records

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

S. Companies that Boycott Israel

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



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:
CULINARY ACADEMY OF LAS VEGAS

By: *Edmund Wong*
EDMUND WONG
Chief Executive Officer

2/7/2022
DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

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

Feb 17, 2022
DATE

(Signature)

EXHIBIT A
SCOPE OF WORK
CLARK COUNTY WORKFORCE ECONOMIC SUSTAINABILITY TRAINING INITIATIVE
Culinary Academy of Las Vegas Advance Nevada

1.0 Overview

Clark County Social Service provides a variety of services for needy residents of Clark County who are not assisted by other state, federal, or local programs. Clark County Social Service (CCSS) is responsible for ensuring that the County meets its health, welfare, and community responsibilities as set forth in the Nevada Revised Statutes and County Ordinances with a primary focus on childless adults. CCSS provides programmatic services targeted at various levels to include emergency housing, transitional housing, rapid rehousing, permanent supportive housing, and supportive services. Services are designed for various levels of vulnerable adults to address the underlying causes of homelessness and services necessary to support independence. The Clark County Workforce Economic Sustainability Training (CCWEST) projects will provide access to the hospitality industry and to other vocational programs offered with wraparound services.

One such project is the Culinary Academy of Las Vegas' *Advance Nevada Initiative*. This initiative launched in 2020 is designed to effectively coordinate training, job development and employment resources that support the growth of a diverse and well-qualified hospitality sector workforce in Las Vegas.

The Advance Nevada Initiative is intended to provide workforce development, training, and employment services including vocational programming in the hospitality industry and access to other vocational programs offered with wraparound services. To move clients toward self-sufficiency, they must have the appropriate knowledge, resources and workplace skills that will enable them to become self-sufficient and stable, reduce unemployment, chronic underemployment and poverty in high risk Las Vegas area communities. In support of this goal are the following objectives:

- To prepare Las Vegas residents for training and employment opportunities in the hospitality service sector;
- To fulfill hiring needs of hospitality service sector employers with qualified candidates that are job ready, possess the skills and abilities to perform evolving job duties in crisis and non-crisis environments, and hold knowledge and passion for the industry;
- To educate workforce support system providers and jobseekers about the hospitality industry; and
- To provide them with relevant and current information on connecting to jobs, careers, and/or relevant training.

Initial collaborative partners include but are not limited to Clark County and select partners, Culinary Academy of Las Vegas (CALV) and contributing employer partners (Strip and non-Strip Casinos & Resorts and restaurants), Unite Here Culinary and Bartenders Union, community-based nonprofit organizations, industry employers and local enterprises.

2.0 Scope of Project

Clark County (COUNTY) will provide funds to the Culinary Academy of Las Vegas (PROVIDER) for the cost of operating *Clark County Workforce Economic Sustainability Training Initiative* (PROGRAM), a hospitality skills and employment services program. The PROGRAM is designed to effectively coordinate training and employment resources that support the growth of a diverse and well-qualified hospitality sector workforce in Las Vegas. Clients will receive hands-on training, pre-employment



services and supportive services. The PROGRAM shall provide client-centered and evidence-based workforce development practices to address the needs of the client and support ending homelessness.

PROVIDER will operate the PROGRAM in conformance with the requirements set forth in Scope of Work (Exhibit A) and Program Plan (Exhibit B).

3.0 Definitions

Americans with Disabilities Act gives civil rights protections to individuals with disabilities. This site is a one-stop source for information pertaining to the ADA.

Case Management is a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's health and human service needs that may include:

- **Outreach and client identification:** to attempt to enroll clients not using normal regular or mainstream services;
- **Assessment:** to determine a person's current and potential strengths, weaknesses and needs;
- **Planning:** to develop a specific, comprehensive, individualized plan;
- **Linkage:** to transfer clients to necessary services and treatments provided in the community;
- **Client Advocacy:** to intercede on behalf of a specific client or a class of clients to ensure equity and appropriate services;
- **Crisis Intervention:** assisting clients in crisis to stabilize through direct interventions and mobilizing needed supports and services;
- **Resource Development:** attempting to create additional services or resources to address the needs of clients;
- **Discharge Planning:** implementing many of the above functions again to help client plan to transition from one type of setting or service program to another.

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

Community Management Information System (CMIS) also known as the Homeless Management Information System (HMIS) is a computerized data collection application designed to capture client-level information over time on the characteristics and service needs of men, women, and children experiencing homelessness, while also protecting client confidentiality. It is designed to aggregate client-level data to generate an unduplicated count of clients served within a community's system of homeless services.

Coordinated Entry System (as defined by HUD) is a centralized or coordinated process designed to coordinate program client intake assessment and provision of referrals. A centralized or coordinated assessment system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.

Data Quality Standard is reflected by the number (or %) of client records created in CMIS/HMIS that are complete and accurate. The Data Quality Standard is set at 80% accuracy or better. All projects



receiving grant funds are expected to correctly and completely input data on 80% of its client records. This means that no more than 20% of the client files created by an agency in the CMIS/HMIS system can have inadequate, inaccurate, or incomplete data entered for the client. To achieve a higher data quality rating, agencies must complete all data fields on all clients entered into the CMIS/HMIS system. All data fields for each data record must be accurate and complete, which is tested each month by Clarity Human Services.

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

e-Clmpact is an online grant management tool used to collect, manage, and report on program-level outcome data. It is a tool utilized by CCSS to organize grant and contract information and used by contracted providers to complete monthly reporting requirements associated with performance and outcome measurement.

Homeless can describe a person's situation if they are sleeping in a place not meant for human habitation (e.g. living on the streets) or in an emergency shelter; or a person in transitional housing for homeless persons who originally came from the street or an emergency shelter. Also, a person may be considered homeless if, without the assistance from a service provider, they would be living on the streets. This includes persons being evicted within a week from a private dwelling with no subsequent residence identified and lacks the resources and support networks needed to obtain housing; or being evicted within one week from an institution in which the person has been a resident for more than 30 consecutive days with no subsequent residence identified and he/she lacks the resources and support networks needed to obtain housing.

Homeless Management Information System (HMIS) is a computerized data collection application designed to capture client-level information over time on the characteristics and service needs of men, women, and children experiencing homelessness, while also protecting client confidentiality. It is designed to aggregate client-level data to generate an unduplicated county of clients served within a community's system of homeless services.

Housing Stability is measured for short term support by successful exits to stable permanent housing. For permanent housing, maintenance of that housing should be a primary focus of outcomes measured.

Intensive Case Management is a more comprehensive application of the activities and skills of case management, which include:

- **Outreach and client identification:** to attempt to enroll clients not using normal regular hours or mainstream services
- **Assessment:** to determine a person's current and potential strengths, weaknesses, and needs
- **Planning:** to develop a specific, comprehensive, individualized treatment and service plan
- **Linkage:** to transfer clients to necessary services and treatments provided in the community
- **Monitoring:** to conduct ongoing evaluation of client progress and needs
- **Client Advocacy:** to intercede on behalf of a specific client or a class of clients to ensure equity and appropriate services
- **Direct Service:** provision of clinical services or financial assistance to overcome barriers
- **Housing:** assisting with locating and securing housing, negotiating with landlords, eviction prevention, tenancy training, housing retention
- **Crisis Intervention:** assisting clients in crisis to stabilize through direct interventions and mobilizing needed supports and services



- **System Advocacy:** Intervening with organizations or larger systems of care in order to promote more effective, equitable, and accountable services to a target client or group
- **Resource Development:** attempting to create additional services or resources to address the needs of clients
- **Discharge Planning:** Implementing many of the above functions again to help clients plan to transition from one type of setting or service program to another.

Intensive case management requires a higher level of commitment of an agency's and case manager's resources and time, and the majority of activities typically occur with the client in the field.

Mainstream Services are provided by government funded programs that provide services, housing, and income supports to poor persons, whether homeless or not. They include programs providing welfare, health care, mental health care, substance abuse treatment, veteran assistance, housing subsidies, and employment services.

Nevada Department of Employment, Training and Rehabilitation provides information on laws, requirements and rights as they relate to businesses, job seekers and the unemployed, including new hire reporting, veterans' services, the Nevada Equal Rights Commission, the Workforce Investment Act, Trade Adjustment Assistance (TAA), layoff assistance, unemployment benefits, and more.

Nevada Department of Health and Human Services – Division of Welfare and Supportive Services provides quality, timely and temporary services enabling Nevada families, the disabled and elderly to achieve their highest levels of self-sufficiency. Individuals can learn about childcare and development, child support enforcement, eligibility and payments on food stamps, medical programs and temporary assistance for needy families, employment and support services, and more.

Nevada Office of the Labor Commissioner enforces the labor laws of the State of Nevada in a manner that protects the rights of working families in a fair, professional and timely manner, with a complete list of statutes and regulations enforced by the Labor Commissioner, as well as information on wages and hours, filing a claim, hearings and more.

Supportive Services address service needs such as employment, health, drug abuse treatment, or education, to help persons meet three overall goals: 1) achieve housing stability, 2) increase skill and/or income levels, and 3) obtain greater self-determination. Supportive services may include, but are not limited to: assistance in obtaining permanent housing, assistance in obtaining income supports, medical counseling and supervision, mental health and psychological counseling and supervision, employment counseling, substance abuse treatment and counseling, other services such as child care payments, transportation assistance, job placement or training, outreach, life skills training, and transportation.

Unemployment Insurance addresses collection of employment taxes and provides temporary wage replacement for workers who are unemployed through no fault of their own.

U.S. Department of Labor fosters and promotes the welfare of the job seekers, wage earners, and retirees of the United States by administering laws including a workers' rights to safe and healthful working conditions, a minimum hourly wage and overtime pay, freedom from employment discrimination, unemployment insurance, required posters at the workplace, laws that apply when someone is hired, and more.

Workforce Development provides a combination of services, community supports, job training and education that positions an individual for success in the workforce. Business engagement activities connect business to a qualified workforce and develop employment opportunities for individuals in the workforce.



4.0 Target Population and Admission Criteria

- Must be age 18 years or older; and
- Must be authorized to work in the United States; and
- Must be at most 140% of the Federal Poverty Level (FPL); and
- Must be income qualified; and
- Must be either:
 - Client referrals from a Clark County department, or
 - CALV students who meet the Clark County Eligibility Criteria as attached.

COUNTY and PROVIDER may meet periodically to review eligibility criteria. If changes or adjustments are necessary, an amendment will be brought before the Board of County Commissioners for approval.

5.0 Interventions and Services

The purpose of this section is to provide an overview of the interventions and services PROVIDER is expected to deliver *in addition to* the attached Exhibit B: Program Plan Culinary Academy of Las Vegas Advance Nevada Hospitality Skills and Employment Services Program 2.0:

Service I: Assessment and Stabilization Services

- Training and Supportive Learning Services; and
- Preparation for skills geared toward job readiness.

Service II: Workforce Readiness Case Management

- Provide Individual Counseling and Instruction;
- Develop skills in core subject matter area;
- Instruction on proper cleanliness, sanitization, health and hygiene practices;
 - Including emphasis on community health and safety.
- Providing training on customer service in high crisis situations;
- Provide ongoing Career Counseling and Coaching; and
- Assistance with obtaining industry-recognized credentials and certifications required to work in the field.

Service III: Workforce Training and Placement

- Provide culinary training;
- Provide customized hospitality training programs;
- Deliver learning in a hybrid approach – on-line and on-site;
- Provide Crisis and Unique Event Training;
- Provide enhanced employability training (soft skills) program; and
- Provide free, ongoing employment support and training refresher courses up to six (6) months post-graduation.

Service IV: Wraparound services

- Provision of childcare;
- Transportation assistance;
- Provision of bus passes;
- Coordination of carpool/rideshare; and
- Other transportation services as needed.

PROVIDER is expected to work closely with referral partners who will provide the following for clients:

- Housing Assessment and Stabilization Services;
- Housing Services; and



➤ Intensive Case Management for Life Skills

6.0 Responsibilities of Provider

The purpose of this section is to provide a description of how the PROVIDER plans to utilize the allocated funding to provide the highest quality of service.

- A. Provide all services and adhere to Exhibit A Scope of Work and Exhibit B Program Plan entitled *Culinary Academy of Las Vegas Advance Nevada Hospitality Skills and Employment Services Program 2.0*.
- B. Maintain applicable certification and/or licensure requirements. Maintain compliance with all requirements of that licensure. Provide the County with audit reports and corrective action plans.
- C. Accept clients eligible that meet admission criteria, based on the screening and assessment tools identified by PROVIDER.
- D. Utilize appropriate consent for program services and authorization to release information in accordance with all applicable program guidelines to obtain medical records/information/frequency documentation, and advocate on behalf of client.
- E. Employ management, staff, and volunteers with sufficient technical knowledge, skill, and expertise necessary to provide the services. Staffing should be comprised of a multi-disciplinary team. PROVIDER shall also identify and employ an ideal number of trained and appropriate staff to maintain the health and safety of clients.
- F. Be available for consultation regarding the operation and progress of the PROGRAM with all parties to the funding agreement and at other reasonable times with advance notice as to not conflict with PROVIDER's other responsibilities.
- G. Enter real-time client service information into HMIS (to include recording the client's location on the Location tab and contact information on the Contact tab whenever possible); and complete reports in grant management system, e-CImpact by the 15th of each month. Monthly reports will be generated from data collected in HMIS.
- H. Establish such fiscal and accounting procedures necessary to ensure the proper disbursement of, and account for grant funds in order to ensure that all financial transactions are conducted. Maintain financial records pertaining to all matters relative to the contract in accordance with standard accounting principles and procedures and retain all records and supporting documentation applicable for a period of five (5) years upon completion of contract, or termination of contract, whichever comes first. Delineate how multiple funding sources for services are allocated appropriate for its designated intended service. All such records relating to any analysis or audit performed relative to the contract shall be retained for five (5) years after such analysis or audit has been performance and any findings have been resolved. In the event that PROVIDER no longer operates in Nevada, it shall be required to deliver a copy of all records relating to the contract with the COUNTY to be retained by the COUNTY and PROVIDER.
- I. PROVIDER shall provide written notice to COUNTY of any program changes during the lifecycle of the contract for which COUNTY's funds are allocated under the provisions of contract(s) to be approved and adopted between COUNTY and PROVIDER.
- J. PROVIDER is responsible to participate with the COUNTY within the local Continuum of Care (CoC) in further development of improved provision of homeless case management and housing services. This includes collaboration with other homeless service providers to minimize duplication of service and maximize utilization of available resources.
- K. PROVIDER agrees to ensure, to the maximum extent practicable, that individual and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in maintaining facilities and providing supportive services for the PROGRAM.
- L. PROVIDER will certify to:



1. Maintain the confidentiality of records pertaining to any individual or family that is provided domestic violence prevention or treatment services through the PROGRAM;
 2. Ensure the address or location of any domestic violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such PROGRAM; and
 3. Ensure that the PROVIDER, its officers, and employees are not debarred or suspended from doing business with the Federal Government.
- M. PROVIDER will perform activities to ensure proper PROGRAM administration, including, but not limited to the following:
1. Perform all eligibility determination and documentation;
 - i. Identification; and
 - ii. Residency verification; and
 - iii. Income qualification; and
 - iv. Disability verification; and
 - v. Supportive Services referred and provided.
 2. Record all client service transactions, case notes, and supporting documentations as applicable, as close to real-time as possible into HMIS and in accordance with data quality standards per the Nevada Data Quality Plan;
 3. Track all data and performance results specific to evidenced based practices and client outcomes;
 4. Ensure all appropriate staff are trained in relevant best practices;
 5. Ensure all appropriate staff are trained in and understand HMIS utilization expectations;
 6. Ensure incident management measures are in place to identify, analyze, and correct hazards to minimize adverse impact on operations.

7.0 Performance Outcomes

All outcomes align with the vision of Clark County Social Service, which is self-sufficiency for at-risk people through a variety of services.

Outcome #1 (INCOME): Clients experience increased financial stability, leading toward self-sufficiency.	
Major Tasks Necessary to Realize Outcomes (Activities)	Outputs Resulting from Tasks
<p>-Program provides assessment and stabilization services that include:</p> <p>1) training and supportive learning services;</p> <p>2) preparation for skills geared toward job readiness.</p> <p>-Program provides workforce readiness case management that includes:</p> <p>1) provision of individual counseling and instruction;</p> <p>2) development of skills in core subject matter areas;</p>	<p>Number of students served</p> <p>Number of program tuitions paid</p> <p>Number of training classes attended</p> <p>Number of training services provided</p> <p>Number of job placement assistance services provided</p> <p>Number of job placements made</p> <p>Number of credentials/certifications earned</p> <p>Number of certificates of completion earned</p> <p>Number of supplies provided</p>

<p>3) instruction on proper cleanliness, sanitation, health & hygiene practices with emphasis on community health & safety;</p> <p>4) training on customer service in high crisis situations;</p> <p>5) provision of ongoing career counseling & coaching;</p> <p>6) assistance with obtaining industry-recognized credentials & certifications required to work in the field.</p> <p>-Program provides workforce training and placement that includes:</p> <p>1) provision of culinary training;</p> <p>2) provision of customized hospitality training programs;</p> <p>3) delivery of learning in a hybrid approach to include online and on-site;</p> <p>4) provision of Crisis & Unique Event training;</p> <p>5) provision of enhanced employability training (soft skills) program;</p> <p>6) provision of free, ongoing employment support and training refresher courses.</p>	
<p>Target & Indicator: 65% of clients will maintain or increase income from all sources at the end of program year or at program exit. XX% of clients will increase their level of self-sufficiency in overall income category of assessment at end of program year or at program exit (tool in process). XX% of clients will maintain employment status at three months post-exit.</p>	

<p>Outcome #2 (SELF-SUFFICIENCY DEVELOPMENT): Clients have an improved transition to independent living and self-sufficiency, through assistance that reduces barriers to self-sufficiency.</p>	
<p>Major Tasks Necessary to Realize Outcomes (Activities)</p>	<p>Outputs Resulting from Tasks</p>
<p>Program provides wraparound services, including childcare, transportation, and connections to other services.</p> <p>Program provides payment for wraparound services via subcontract with various support service providers.</p>	<p>Number of intake assessments administered</p> <p>Number of childcare services provided</p> <p>Number of transportation services provided</p> <p>Number of legal services provided</p> <p>Number of medical services provided</p> <p>Number of mental health services provided</p> <p>Number of substance abuse treatment services provided</p>



Target & Indicator: XX% of clients will increase their level of self-sufficiency in overall assessment at end of program year or at program exit (tool in process).

Outcome #3 (DATA QUALITY): Data quality is improved through complete and accurate client records.

Major Tasks Necessary to Realize Outcomes (Activities)	Outputs Resulting from Tasks
Staff will enter program participant information into HMIS as completely and as timely as possible, completing all data fields possible.	Number of completed client profiles (complete data fields)
Target & Indicator: 16 of 20 (80%) possible points scored in HMIS Participation and Data Quality section of HMIS Performance Monitoring Report.	

8.0 Quality Assurance

1. An annual progress report describing the PROGRAM's progress and activity is due within 30 days of the end of a PROGRAM year. This report will be generated from HMIS and e-CImpact.
2. Monthly and quarterly reports describing the PROGRAM's progress and activity are being required by the funder. Reports will be generated using information entered into HMIS and e-CImpact.
3. PROVIDER shall implement a quality assurance plan component to facilitate client feedback on quality of services, which must include at least one of the following: client satisfaction surveys during and at the completion of service delivery; development of a client advisory council which has the ability to meet on a regular basis to discuss service delivery issues; and/or regularly-scheduled opportunities to meet with agency leadership to discuss programs. PROVIDER will submit a written procedure for implementing the client feedback mechanism(s).
4. CCSS will evaluate the PROVIDER's performance under this contract on a regular basis. Such evaluation shall include assessing the PROVIDER's compliance with all contract terms and performance standards and may occur monthly, quarterly, semi-annually, and/or annually.
5. Client outcomes (measures of what happens to participants after receiving the service) will be reported with focus on the service provision areas; outcomes address stability in the areas of housing, income, medical, mental health, substance treatment, and overall self-sufficiency.
6. PROVIDER must submit status reports to support the program services and salary expenses and benefit realized by the COUNTY for PROGRAM support. A standard reporting format will be generated in HMIS, in addition to a narrative section regarding program highlights.
7. PROVIDER is expected to maintain a 100% HMIS participation and data quality standard.

9.0 Performance Requirements

1. Enter real-time client service information in HMIS database, including recording the client's location on the Location tab and contact information on the Contact tab whenever possible; and complete reports in e-CImpact by the 15th of each month;
2. Number and percentage of students enrolled in PROGRAM;
3. Number and percentage of students graduated in PROGRAM;
4. Number and percentage of students receiving job placement in PROGRAM;
5. Number and percentage of students receiving each supportive service in PROGRAM;

6. Number and percentage of graduates receiving returning services in PROGRAM;
7. Percentage of graduates placed and retained employment for 90 days; and
8. Other items determined to be pertinent to the assessment of the PROGRAM.

10.0 Compensation

1. The PROVIDER may draw down advance program money once at the commencement of the annual PROGRAM for each year of this contract. The advance requests must be no more than 2 months of the total PROGRAM budget dependent on COUNTY determination of need and types of expenses. Requests for any advance must be submitted in writing on the letterhead of the requesting organization and bear the original signature of an authorized representative. Requests must include detailed justification and spending plan regarding advance funds. COUNTY reserves the right to require any and all expenditures of advance funds to be fully documented prior to approving any reimbursements.
2. COUNTY may require budget revisions, with notice, depending upon funding levels. PROGRAM capacity and funding may be increased or scaled back based on community need and/or PROVIDER performance.
3. All other remuneration will remain on a reimbursement basis unless specifically waived by COUNTY. Reimbursement will be paid after eligible expenses have been incurred and expended under this Contract in conformance with the terms and conditions of said Contract.



EXHIBIT B
PROGRAM PLAN
CLARK COUNTY WORKFORCE ECONOMIC SUSTAINABILITY TRAINING INITIATIVE
Culinary Academy of Las Vegas Advance Nevada

I. Background Information about the Program

The Advance Nevada Initiative, launched in 2020, is a program designed by the Culinary Academy of Las Vegas (CALV) to effectively coordinate training, job development and employment resources that support the growth of a diverse and well-qualified hospitality sector workforce in Las Vegas. Given the recent pandemic related impact on the local economy and labor market, such an initiative is needed more than ever.

Since 1993, the Culinary Academy of Las Vegas has worked to reduce poverty and eliminate unemployment and underemployment in Southern Nevada. Over the past decades, CALV has earned national recognition as the leader in hospitality training, and daily fulfills its mission to train people for successful family-sustaining careers in hospitality, the largest industry in Las Vegas. CALV is licensed by the Nevada Commission on Postsecondary Education and serves individuals from throughout Clark County, with more than 85% of our students receiving some form of need-based tuition assistance. CALV students are trained for jobs in hospitality through a curriculum designed in conjunction with 34 Las Vegas Strip hotel and casino partners. This industry-developed skills training provides a direct pathway to quality, long-term employment for our graduates.

Our resulting work aims to reduce unemployment, chronic underemployment, and poverty in high-risk Las Vegas area communities. In support of this goal are the following objectives: To prepare Las Vegas residents for training and employment opportunities in the hospitality sector; to fulfill hiring needs of hospitality sector employers with qualified candidates that are job ready, possess the skills and abilities to perform evolving job duties in crisis and non-crisis environments, and hold knowledge and passion for the industry; to educate workforce support system providers and jobseekers about the hospitality industry and to provide them with relevant and current information on connecting to jobs, careers, and/or relevant training.

Industry partnerships play a critical role in establishing programming in support of the Advance Nevada Initiative. To move our residents toward self-sufficiency we must equip them with the appropriate knowledge, resources and workplace skills that will enable them to flourish, but to do so, we must coalesce a universe of like-minded collaborators to power this work forward. Our initial collaborative partners include but is not limited to Clark County, CALV contributing employer partners (Strip and non-Strip Casinos & Resorts and restaurants) Unite Here Culinary and Bartenders Union, community-based nonprofit organizations, industry employers and local enterprises.

II. What Do We Offer?

The COVID-19 public health crisis will significantly change the way the hospitality industry operates worldwide. Presently, industry standards of sanitization, social distancing, and many other methods of work have changed in casinos and resorts across the United States and abroad. Reopening the largest industry in Clark County will take purpose and ingenuity. What it means to be a "skilled hospitality worker" in post-COVID-19 Las Vegas will look much different and require specific training and considerations not seen prior to this pandemic. The Culinary Academy of Las Vegas (CALV) is preparing our workers with the necessary skills and specializations needed to restart the workforce as the Las Vegas hospitality industry begins the reopening process.



The learning delivery of our training programs will now also utilize an optional hybrid approach, with students accessing classes both online and on-site as needed. The training outlined in this proposal is presented with special emphasis on the areas of Professional Cook, Food & Beverage front of the house, Kitchen Steward, General Rooms Attendants, Housekeeping/Utility Porter, Environmental Sanitation Procedures and lastly but equally importantly, ensuring our students have the necessary digital and language skills needed in the new workforce.

Traditional Programs

- Online, Hybrid and In-Person training on traditional programs to prepare students to attain jobs in the areas Hospitality Industry: Hands-on Training in Culinary Arts, Fountain Worker (Barista) and Food Services, Guest Rooms Attendant, Sanitation Worker, House Porter Utility, Kitchen Steward, Food Server and Bus Person, Bakers Helper, Bar Apprentice, Bar Porter, Professional Cook Apprentice - Open Enrollment/Program start times vary between every two - four weeks depending length and complexity
- Students in Kitchen Steward, House Porter Utility, Professional Cook and Fountain Worker may participate in multi-week paid internship program (please see budget)
- Skills development in core subject matter areas
- Personal hygiene and health practices
- Cleanliness and sanitization within the workplace – *electrostatic, UV Light and thermal fogging*
- Preserving community health and safety
- Customer service

Training and Services Supporting all Program Areas

- VESOL (Vocational English for Speakers of other Languages)
- Basic and Advanced English as a Second Language Classes
- Basic and Advanced Digital Literacy
- Soft Skills Training
- Job Placement/Alumni Club
- Resume Building and Interview Assistance
- Assistance with Employment Portfolio Development and Career Social Media Marketing
- Direct Access to Employer Networks
- Case Management, Career Counseling and Coaching
- Individual Counseling and Instruction
- Internships and Transitional Employment Opportunities
- Industry-Recognized Credentials and Certifications including but not limited Health and Alcohol Awareness cards and ServSafe.

III. Qualifications to enroll

- Age 18 years or older
- Clean driving record (depending on program)
- Authorized to work in the U.S.
- Unemployed, underemployed, upskill seekers

IV. What Students Will Receive

- Certificate of Completion from the Culinary Academy of Las Vegas – *certificate is recognized as having one year of employment at employer partner locations*
- CPR Certification



- Opportunity for full-time employment or paid internships at CALV to begin your hospitality career (completion & performance dependent)

V. What's Included In Tuition

- Uniform
- All course materials including textbooks
- Access to training and all services supporting all program areas (*as listed in above section*)
- Technology access and loaner devices as needed
- CPR class & exam (depending on program)
- Personal Protective Equipment
- Kitchen tools
- Food delivery equipment
- ServSafe Food Handler textbook
- Techniques of Alcohol Management (or industry recognized equivalent) and/or Health Cards
- Free Upskilling after 6 months of program completion
- Free career services after program completion

VI. Where Will Students Come From?

Channel 1

CALV Direct Non-Social Services Client – Students that come through CALVs current and future outreach activities and are not social services clients or do not meet the qualifying criteria become one.

Channel 2

CALV Referred Client – Students that come through CALVs current and future outreach activities that meet the qualifying criteria to become a social services client.

Channel 3 (Primary)

Social Services Referred Client – Students that are referred to CALV from Clark County and select community partners.

VII. How Will students Be Funded?

Channel 1 – CALV Direct

Funds to be distributed to CALV on a semi-annual distribution schedule in the inaugural year (July and November) not more than 30 days after performance report submission. We present this approach given the tendency of perspective students not to return to CALV if they must travel to other agencies to receive services. This is evidenced by our history of low outcomes for Workforce Innovation Opportunity Act funding seekers, students that are referred out for intensive ESL services and for those who need childcare or transportation support. Conversely, CALV realizes high enrollment outcomes for students funded through Job Connect as they have offices on premise at 710 West Lake Mead. In this dimension of the Advance Nevada Model, CALV will make the approval for the tuition and support services in-house.

CALV will contract with support services providers to establish customized solutions based upon its varying program lengths and times. CALV will pay the service providers on behalf of the student directly.

Channel 2 & 3 – CALV Referred and Social Services Referred

Clark County Social Services to remunerate CALV on a “per student” monthly invoice. Proposed schedule is below:



Clark County Billing Matrix			
	% Student Training Completed (# of Days)	% Billed	Sample Bakers Helper
Invoicing	At time of Enrollment	25.00%	\$ 456.75
	50.00%	25.00%	\$ 456.75
	75.00%	25.00%	\$ 456.75
	100.00%	25.00%	\$ 456.75
		100.00%	\$ 1,827.00

if Student drops out, billing amount to be % of days completed.

Figure 1. Billing Matrix

Classification	Tuition Rates
Bakers Helper	\$ 1,827
Professional Cooks	\$ 3,384
Steward	\$ 549
Bar Apprentice	\$ 750
Bar Porter	\$ 535
Bus Person	\$ 772
Food Server	\$ 1,182
Fountain Worker	\$ 878
Guest Room Attendant	\$ 779
House Utility Porter	\$ 779

Figure 2. Tuition Model

In the funding approach for Channel 2 & 3 students, we recommend a 2-week "funding test" with Nevada Job Connect and/or Workforce Connections Partners (WIOA) before eligible students are approved for funding through this program.

Funding for support services will be itemized per student and included in monthly billing. We recommend this approach for ease of coordinating services for students and lessening potential confusion for services providers and Social Services team members. This approach also aids in streamlining accountability and performance management of the support service providers.

VIII. Case Management

Channel 1 – CALV Direct Students

CALV to manage through the office of its Training, Counseling and Completion Coordinator. As well, it anticipates a ramp up in the people resources necessary to deliver high quality, thoughtful and compassionate service to students in the program to occur during the June-August period.

Channel 2 & 3 – CALV Referred and Social Services Referred Students

Case management will be provided by both Clark County and CCSS referral partners. CALV will provide employment-based case management and wrap around support services.

IX. Performance Metrics

Our goal is to place 100% of employment-eligible graduates in family-sustaining careers in the hospitality industry Proposed Data Set:

- Number and % of students enrolled
- Number and % of students graduated
- Number and % of students receiving job placement
- Number and % of students receiving each support service
- Number and % of students returning for services, (training, employment search, etc.)
- Job Retention % placed and retaining employment at 90 days



EXHIBIT C
CLARK COUNTY WORKFORCE ECONOMIC STABILITY TRAINING INITIATIVE
INSURANCE REQUIREMENTS

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

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



- M. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- N. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- P. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Medical Expenses (\$5,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (H) Policy Number
 - (I) Policy Effective Date
 - (J) Policy Expiration Date
 - (K) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (L) Policy Number
 - (M) Policy Effective Date
 - (N) Policy Expiration Date
 - (O) Aggregate (\$1,000,000)
 8. Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:
 Clark County, Nevada
 c/o Purchasing and Contracts Division
 Government Center, Fourth Floor
 500 South Grand Central Parkway
 P.O. Box 551217
 Las Vegas, Nevada 89155-1217
 10. Appointed Agent Signature to include license number and issuing state.

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. 606057-21, entitled CLARK COUNTY WORKFORCE ECONOMIC STABILITY TRAINING INITIATIVE;
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: _____
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.

