



togetherforbetter

## CLARK COUNTY, NEVADA

**CBE NO. 607794-25  
COMPREHENSIVE MENTAL HEALTH SERVICES**

<b>FIRSTMED HEALTH AND WELLNESS CENTER</b>
NAME OF FIRM
Angela Quinn, CEO
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
400 Shadow Lane, #105 Las Vegas, Nevada 89106
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 807-5501
(AREA CODE) AND TELEPHONE NUMBER
(702) 826-4757
(AREA CODE) AND FAX NUMBER
<a href="mailto:aquinn@fmhwc.org">aquinn@fmhwc.org</a>
E-MAIL ADDRESS

## COMPREHENSIVE MENTAL HEALTH SERVICES

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2026, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and FIRSTMED HEALTH AND WELLNESS CENTER (hereinafter referred to as PROVIDER), for COMPREHENSIVE MENTAL HEALTH SERVICES hereinafter referred to as PROJECT).

## WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance, including all travel, lodging, meals and miscellaneous expenses; and

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

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

**SECTION I: TERM OF CONTRACT**

COUNTY agrees to retain PROVIDER for the period from October 1, 2025 through September 30, 2028, with the option to renew for 2, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.

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

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed amount of \$800,000 annually. 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 Payments

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

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. See Exhibit A-2 for sample invoice.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted

appropriations for the PROJECT.

6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted to: Clark County Clinical & Community Services Grants Team @ [CCSGrants@ClarkCountyNV.gov](mailto:CCSGrants@ClarkCountyNV.gov).
9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

D. COUNTY'S Fiscal Limitations

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

**SECTION III: SCOPE OF WORK**

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

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

- A. COUNTY may at any time request changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER 'S cost or time required for performance of any services under this Contract, PROVIDER shall notify COUNTY in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change. An equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be amended in writing accordingly.
- B. No services for which 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 shall, 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 shall cooperate with COUNTY in the performance of services under this Contract and shall be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER shall 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 is 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, Alicia Hines, Clinical and Community Services, telephone number (702) 455-8424 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate

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

##### **B. Termination**

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
  - a. the opportunity to cure;
  - b. not less than ten (10) calendar days written notice of intent to terminate; and
  - c. an opportunity for consultation with the terminating party prior to termination.
2. **Termination for Convenience**
  - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
    - i. not less than ten (10) calendar days written notice of intent to terminate; and
    - ii. an opportunity for consultation with COUNTY prior to termination.
  - b. If termination is for COUNTY'S convenience, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount will 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 will 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 will have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.
- 5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
- 6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER 'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

**SECTION X: INSURANCE**

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

**SECTION XI: NOTICES**

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

TO COUNTY: Alexa Rodriguez, Deputy Director of Clinical and Community Services  
500 South Grand Central Parkway  
Las Vegas, Nevada 89155  
Email: alexa.rodriquez@clarkcountynv.gov

TO PROVIDER: Angela Quinn, CEO  
400 Shadow Lane # 105  
Las Vegas, Nevada 89106  
Email: aquinn@fmhwc.org

TO PROVIDER:  
 (For Insurance Notices) Angela Quinn, CEO  
400 Shadow Lane # 105  
Las Vegas, Nevada 89106  
Email: aquinn@fmhwc.org

## **SECTION XII: MISCELLANEOUS**

### **A. Independent Contractor**

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

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

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

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

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

### **D. Assignment**

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

### **E. Indemnity**

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

### **F. Governing Law**

Nevada law shall govern the interpretation of this Contract.

### **G. Gratuities**

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

### **H. Audits**

The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for

information will be in writing to PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

I. Covenant

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

J. Confidential Treatment of Information

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

K. ADA Requirements

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

L. Subcontractor Information

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

M. Disclosure of Ownership Form

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

N. Authority

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

O. Force Majeure

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

P. Severability

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

Q. HIPAA - Confidentiality Regarding Participants

PROVIDER shall maintain the confidentiality of any information relating to participants, COUNTY Employees, or third parties,(added) in accordance with any applicable laws and regulations, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Attached hereto as Exhibit D, and incorporated by reference herein, is a HIPAA Business Associate Agreement, executed by the parties in accordance with the requirements of this sub-section. PROVIDER agrees to sign the attached HIPAA Business Associate Agreement" prior to award of Contract.

R. 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.

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. 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:  
FIRSTMED HEALTH AND WELLNESS CENTER

By: Angela Quinn  
ANGELA QUINN  
CEO  
3.18.26  
DATE

APPROVED AS TO FORM:  
STEVEN B. WOLFSON  
District Attorney

Sarah Schaerrer  
By: Sarah Schaerrer (Apr 6, 2026 08:28:23 PDT)  
SARAH SCHAERRER  
Deputy District Attorney  
04/06/2026  
DATE

**EXHIBIT A  
COMPREHENSIVE MENTAL HEALTH SERVICES  
SCOPE OF WORK**

**INTENT**

PROVIDER shall provide comprehensive therapeutic mental health services for children and family members (parental, relative, foster and adoptive) subject to eligible Medicaid reimbursable activities or activities called out specifically in the Scope of Work referred to by Clark County Department of Clinical and Community Services until services are no longer deemed medically necessary, case closure, or mutually agreed by the parties.

**RESPONSIBILITIES OF PROVIDER**

1. PROVIDER is a Federally Qualified Health Center (FQHC) and maintains this reimbursement designation from the Bureau of Primary Health Care and the Centers for Medicare and Medicaid Services of the United States Department of Health and Human Services
2. PROVIDER shall collaborate with the COUNTY and act in the best interest of children and families.
3. PROVIDER shall maintain evidence and will provide to the COUNTY upon request that the organization providing the requested services is organized, registered, and established in compliance with state and federal law.
4. PROVIDER shall provide appropriate trained and supervised personnel to provide the necessary services during the term of this contract.
5. PROVIDER shall ensure minimum staffing requirements are met within 45 days of staff turnover. For specialized recruitment, PROVIDER may develop a reasonable timeframe/plan for onboarding, which must be approved by the COUNTY.
  - a. Psychiatrist
    - i. PROVIDER shall employ one (1) full-time employee or contracted psychiatrist with training and expertise on population served.
  - b. Clinical Therapy
    - i. Licensed psychologists, drug and alcohol, marriage and family therapists, clinical social workers and professional counselors (with an active license in the state of NV) are not to exceed thirty (30) active patients per clinician.
  - c. Interns
    - i. PROVIDER must comply with standards set forth in Nevada Administrative Code (NAC) 641 with regards to supervision of interns. All Supervisors of professional level staff must have an active Nevada License, to practice independently and meet any additional professional board requirements related to supervision
6. All treating PROVIDERS will provide care within their scope of practice and supervision (as applicable), be credentialed, licensed by the State of Nevada within their respective discipline, and be trained in trauma informed care.
7. All professional services performed under this contract shall be provided by licensed trained mental health professionals.
8. All personnel providing services that do not require a license shall receive supervision from a professional with an active Nevada license through a State board. All supervisors of service provision must have an active Nevada license through a state board to practice independently (I.e., not an intern). PROVIDER shall provide only medically necessary services.
9. PROVIDER shall provide only those services within the scope of their [the PROVIDER's] practice and expertise.
10. PROVIDER shall ensure care coordination with recipients with higher intensity of needs, as determined by COUNTY.
11. PROVIDER shall ensure client's rights are preserved.
12. PROVIDER shall bill Medicaid timely for all Medicaid billable services and will comply with all reconsideration requests and processes; provided, however; that PROVIDER as an FQHC may instead collect the appropriate co-pay and bill Medicaid for family members.

## **PROVIDER AVAILABILITY AND ACCESSIBILITY**

1. All services, disciplines, and professionals will make every effort to provide services out of one physical site for each child patient served unless otherwise approved in writing by the COUNTY.
2. PROVIDER shall maintain various locations throughout the Las Vegas Valley to serve families from varying geographical areas. PROVIDER shall not be required to open any new locations specifically to provide the services.
3. PROVIDER shall consider the availability of children and families when determining business hours and scheduling appointments, including, but not limited to consideration for: school schedules, transportation issues, extracurricular activities, and other medical appointments.

## **SERVICES PROVIDED BY PROVIDER**

1. Multidisciplinary Intake Process:
  - a. Within thirty (30) days of the first assessment/encounter referral date, PROVIDER shall complete and submit electronically to COUNTY Medical Case Management Unit distribution list at [DFSMediCaseMgmtUnit@ClarkCountyNV.gov](mailto:DFSMediCaseMgmtUnit@ClarkCountyNV.gov) and the clinical unit at [OCCSClinicalReferralsDL@ClarkCountyNV.gov](mailto:OCCSClinicalReferralsDL@ClarkCountyNV.gov).
  - b. A biopsychosocial assessment such as the Children's Uniform Mental Health Assessment (CUMHA) and clinical intake agreed by the parties. Within ten (10) days of referral date, PROVIDER'S therapist will meet with identified child and begin intake and therapy process.
  - c. For children on Child Haven campus, for whom a referral to PROVIDER is in process, PROVIDER's therapist shall meet with an identified child within three business days.
  - d. Additional elements of the clinical assessment of the child's family system shall include, but not be limited to, interviews with the following parties when available and when applicable:
    - i. The assigned CCFS Case Manager
    - ii. The Person Legally Responsible (PLR)
    - iii. Foster Parents
    - iv. Available biological family members
    - v. Court Appointed Special Advocate Program (CASA)
    - vi. Clinical Services
  - e. A psychiatrist shall complete, in conjunction with a biopsychosocial assessment, a psychiatric evaluation of the child.
  - f. The PROVIDER shall conduct a review of the medical information or other documentation which *may* be needed to assist in delivery of services pursuant to the contract.
  - g. PROVIDER shall consult with ongoing or previous service providers when, available, and reasonably beneficial for the child patient. The following are some, but not all, of the service providers that PROVIDER should consult with:
    - i. Therapists
    - ii. Children's Attorney Project (CAP) Attorney
    - iii. Former Foster Parents
    - iv. Teachers
    - v. Probation Officers
    - vi. DFS Case Managers
    - vii. Clinical Services
  - h. As soon as possible, but not later than 20 business days after referral, PROVIDER shall submit a completed Child and Adolescent Services Intensity Instrument (CASII) in a version acceptable to Medicaid, and any other documents necessary for prior authorization by Medicaid, to the and COUNTY Medical Case Management Unit electronically at [DFSMediCaseMgmtUnit@ClarkCountyNV.gov](mailto:DFSMediCaseMgmtUnit@ClarkCountyNV.gov) and to Medicaid.

- i. PROVIDER shall send all Severely Emotionally Disturbed (SED) child patients who are denied service by PROVIDER, to the COUNTY Clinical Services Unit for review and final determination.

**TREATMENT PLANNING:**

1. PROVIDER shall develop and submit electronically to the COUNTY Medical Case Management Unit electronically at [DFSMediCaseMgmtUnit@ClarkCountyNV.gov](mailto:DFSMediCaseMgmtUnit@ClarkCountyNV.gov) and an individualized treatment plan based on the identified needs; strengths, and diagnoses identified through the psychiatric and biopsychosocial assessments within thirty (30) days of referral. Treatment plans shall include but are not limited to:
  - a. Strengths and Needs of the child and their families.
  - b. Intensity of Needs Determination
  - c. Specific, measurable objectives including amount, scope, duration and anticipated services; timeframes for measurement, and frequency of treatment plan review.
  - d. Discharge criteria specific to each goal, including how behavior/symptoms have improved sufficient for discharge.
2. PROVIDER shall submit to COUNTY Medical Case Management Unit and OCCS clinical at [OCCSClinicalReferralsDL@ClarkCountyNV.gov](mailto:OCCSClinicalReferralsDL@ClarkCountyNV.gov).
3. Treatment Plan updates a minimum of every (90) days. Treatment Plan updates shall include but are not limited to:
  - a. Progress toward goals
  - b. Newly identified strengths and needs.

**PROVISION OF TREATMENT:**

1. Treatment shall be provided as medically necessary and according to an outcome, driven treatment plan. Services may include, but are not limited to:
  - a. Psychiatric appointments for the purpose of medication management
  - b. A minimum of one individual therapy session per week,
  - c. One family therapy session per week, which may occur with an adult without the child being present.
2. PROVIDER shall consult with COUNTY assigned Person Legally Responsible for each child, about any decision to initiate the administration of, or change the type, potency or frequency of, any medications plan.
3. If deemed clinically appropriate, and if such services are funded by Medicaid for Child Patients or by Medicaid for Family Members, PROVIDER may supply the following services:
  - a. Behavioral health counseling and psychiatric treatment in person or via audio and video call.
  - b. EPSDT "Well Child" physical assessment.
  - c. Primary care, including referrals to specialist care.
4. After consultation with the assigned COUNTY case manager, PROVIDER, shall use reasonable efforts to make appropriate referrals for child patients and their family members to obtain the following services:
  - a. Parenting classes
  - b. Non-Overnight respite care
  - c. Social service assistance (e.g., transportation, childcare, job placement, access to other forms of treatment [substance abuse, medical], housing assistance [in event of unstable living conditions])
  - d. Support group
  - e. Substance abuse treatment
  - f. Intensive outpatient treatment
  - g. Partial hospitalization
  - h. Inpatient hospitalization
  - i. Speech/language assessment
  - j. Medical assessment
  - k. Occupational Therapy

- I. Other paraprofessional mental health services as deemed clinically appropriate.
5. Comprehensive Assessment: Assessments for adolescents, which will include all tools and screenings as required by NRS 424.042-043 and as reasonably required by the COUNTY. Assessments and screenings may include, but are not limited to:
  - a. Children's Uniform Mental Health Assessment (CUMHA)
  - b. Severe emotional disturbance determination (SED)
  - c. CASII
  - d. Rehabilitative Mental Health Services form for Basic Skills Training.
6. Comprehensive assessment may be facilitated at a location determined at the COUNTY's discretion or within PROVIDERs current clinical locations or Child Haven. Comprehensive assessments may only be requested by the COUNTY and shall be scheduled within three (3) business days of request. All documentation shall be provided to COUNTY Within five (5) business days of completed assessment.
7. Upon admission, discharge; and every six (6) month interval in between, the following assessments will be completed and electronically submitted to the following COUNTY distribution list [DFSSpecialFC@clarkcountynv.gov](mailto:DFSSpecialFC@clarkcountynv.gov) and by PROVIDER unless deemed unnecessary by COUNTY:
  - a. Children's Uniform Mental Health Assessment (CUHMA)
  - b. CASII
  - c. Severely Emotional Disturbance Determination (SED)
8. Treatment Plan every 90 days
9. PROVIDER shall respond to Child Haven campus within a reasonable time (two (2) days) and upon the COUNTY's request to provide clinical intervention to clients, including when critical incidents occur, crises, release from acute hospitalization, and transition from residential treatment center. COUNTY agrees to provide as much advanced notice as possible when seeking care for such Critical Incidents.

**CARE COORDINATION:**

1. PROVIDER shall provide care coordination which shall include:
  - a. Referrals for services
  - b. Supporting foster parents in understanding, developing and evaluating treatment goals for children
  - c. Serving as a point of contact for DFS case manager, CCS Clinical and other service professionals involved in child's case.
  - d. Communicating with other treatment PROVIDERS regarding the child's treatment, and as legally authorized in writing to this agreement.
  - e. Collect and provide to the child's team members any reports or information' related to children.
  - f. Treatment or progress every ninety (90) days,

**TREATMENT TEAM MEETINGS:**

1. On a monthly basis, PROVIDER shall coordinate, and COUNTY shall attend monthly treatment team meetings for each family unit to increase diagnostic certainty; align treatment plans and minimize duplication or contradiction of efforts.
2. PROVIDER shall invite treatment team members to attend the meetings. Treatment team members may include, but are not limited to, a child's foster family, biological family, COUNTY case manager, Children's Attorney Project (CAP) attorney, probation officer, past or present treatment providers, legal guardian and PROVIDER'S therapist assigned to the child.
3. Treatment teams shall be structured as follows:
  - a. First treatment team meetings: Whereby the PROVIDER will outline the treatment team process, make introductions and help solidify a treatment team schedule, the treatment team will also discuss identified treatment plan goals and clarify responsible parties for each goal.

- b. Subsequent treatment team meetings: PROVIDER shall make every effort possible to adjust treatment team meeting schedules when needed to ensure maximum attendance of treatment team members. The PROVIDER shall facilitate treatment team meetings in a manner that allows for input and updates on treatment goals from each member.
- 4. PROVIDER shall be responsible for maintaining the comprehensive treatment plan document that contains all the individual outlines and progress notes from each responsible party.
- 5. PROVIDER will provide a copy of the updated treatment plan document to each party within ten (10) business days of the treatment team meeting.
- 6. Urgent meetings: COUNTY shall coordinate, and PROVIDER shall attend treatment plan meetings-as soon as possible, but no later than three (3) business days following certain sentinel events (e.g., arrests, school suspensions or expulsions, hospitalizations, etc.) to maximize communication about the event and adjust the. plans accordingly.

**CLINICAL STAFF MEETINGS:**

- 1. Treatment Team meetings may also include clinical staff as frequently necessary and requested by either the COUNTY or PROVIDER.
  - a. PROVIDER shall coordinate Clinical staff meetings monthly as part of COUNTY treatment team meetings on a monthly basis. Meetings shall include therapists, psychiatrists, COUNTY case managers, and other providers of service to the child to discuss utilization management, as well as clinical case consultation.
  - b. These meetings shall be held for the purpose of staffing acute care needs, changes to clinical treatment, or coordination of providing clinical treatment.
  - c. These meetings shall not circumvent or supersede decisions made in the monthly treatment team meetings.

**SERVICES FOR CHILDREN'S PERMANENCY FIGURES:**

- 1. When approved by the COUNTY's clinical services, PROVIDER shall coordinate child welfare case plan and/or when PROVIDER determines it is necessary or in the best interests of a child, PROVIDER shall recommend to COUNTY that a Child's permanency figures (e.g., biological family members, adoptive resources, etc.) are recommended for mental health and psychosocial services.
- 2. PROVIDER as an FQHC will ensure continuity of care by continuing to render professional services for the child following any minor change in Medicaid eligibility and/or funding regardless of ability to pay.

**COMMUNICATION AND COLLABORATION:**

- 1. The parties to this Contract shall maintain consistent and effective communication and collaboration with one another.
- 2. PROVIDER shall, in conjunction with the assigned CCFS Case Manager and/or CCS Clinical Services, make best efforts to collaborate with additional service providers including, but not limited to, acute hospitals, sub-acute facilities, specialized foster care agencies, schools, juvenile justice facilities, and up to 60 days prior to discharge from a Residential Treatment Center: In conjunction, PROVIDER shall.
  - a. Provide relevant clinical information.
  - b. Review the treatment needs of the child and advocate for suggested services deemed necessary.
- 3. Coordinate care and step-down services in consultation with the COUNTY Clinical Services Unit.
- 4. PROVIDER shall participate in monthly communication with the COUNTY case manager and/or in-home Advanced Foster Care Coach on treatment plan. Discussion will address the progress and/or additional needs and updates for children placed in Advanced Foster Care Homes.
- 5. Within five (5) business days, PROVIDER shall inform COUNTY when a child is being assigned to a different therapist.
- 6. PROVIDER shall communicate program updates or changes no later than five (5) business days after date of change to include: staffing changes, programmatic changes, and new program services being offered, or any other material changes in PROVIDERS organization that may affect PROVIDERS ability to serve specialized populations.

## **SERVICE SUMMARIES OR REPORTS**

PROVIDER shall prepare mental health service summaries in accordance with the agreed upon and required assessments in a format agreed upon by the parties within five (5) business days of COUNTY-request so long as such requests are not made more frequently than once every 30 days for each child. "Mental health service summaries" shall be defined as clinical documents which may be used to inform members of the child, family team, the court of attendance, treatment progress, current diagnoses, and/or additional treatment recommendations. PROVIDER shall provide court testimony by a licensed mental health professional, if subpoenaed.

## **DATA AND REPORTING**

### 1. Data Collection:

- a. PROVIDER shall record patient event data at each visit, or each week, Patient event data (pre v; post) must include, but is not limited to, the following in accordance with the Nevada Division of Child and Family Services Policy 1603 <http://dcfs.nv.gov/Policies/>.
  - i. Total number of psychiatric hospitalizations described by type, and number of days.
  - ii. Historical and current psychotropic medications and dosage, specifically indicating any changes made to the regimen and the date such changes were made.
  - iii. Total number of suicide attempts
  - iv. Number of appointments attended (treatment engagement)
  - v. Scores of any relevant psychological testing or assessments
  - vi. Additional services the child has been referred to or is receiving are clinically relevant.
  - vii. Number of significant negative events (e.g., family deaths, incarcerations, moving away, parental rights terminated, assaults, rapes, etc.)
  - viii. Current diagnosis,
  - ix. Any additional data points the COUNTY deems necessary and reasonable in agreement with the PROVIDER for every patient after the request has been made.
- b. PROVIDER shall demonstrate, through outcome-based data, improvements for children under PROVIDERS care by demonstrating decreases in hospitalizations and psychotropic medication usage, increases in placement stability.
- c. For each referred child, PROVIDER shall provide to the COUNTY medical case management unit, copies of all assessments completed Within the subsequent thirty (30) days, treatment plans or treatment plan updates, treatment team meeting notes, discharge plans, dates of service, and types of services provided and changes in the data associated with the data indicators above that took place within the prior month (the "Monthly Report").
  - i. The Monthly Report shall be provided COUNTY for each Child. Patient on or before the 15th of each month in a format approved by the COUNTY.
    1. The COUNTY may request additional data indicators be monitored for each child being served by the PROVIDER.
    2. In the case of a specific event the COUNTY may request a custom report, in a reasonable format (a sample or form of which is provided by the COUNTY when making the request), to be produced by the PROVIDER within (5) business days of the COUNTY's request. COUNTY agrees that no more than six (6) custom reports shall be requested during the initial term this contract.
- d. PROVIDER shall provide a monthly report, by the 15th of each month, of aggregate data for all children served in a format approved by COUNTY. Report shall include:
  - i. Number of children served.
  - ii. Number of intakes for prior month.

- iii. Number of psychiatric appointments and reason for visit.
  - iv. Number of therapy sessions specified by group, individual or family.
  - v. Number of Child and Family Team Meetings.
  - vi. Number of children cases closed during the prior month and the reasons for those closures.
  - vii. Any additional data points the COUNTY reasonably deems necessary that can reasonably be supplied by PROVIDER.
- e. PROVIDER shall provide a biannual report for all Child Patients served in a reasonable format reasonably acceptable to the COUNTY (a sample or form for which must be provided by the COUNTY the ("Biannual Program Report"). The Biannual Program Report shall include:
- i. Aggregate data from the biannual period including:
    - 1. Number of children served.
    - 2. Number of intakes for prior 6 months
    - 3. Number of closures and the reason for those closures
    - 4. Any other assessment deemed necessary by COUNTY.
  - ii. Outcome-based analysis summarizing child progress as related to the following measures:
    - 1. Measures to be agreed upon by PROVIDER and COUNTY.
    - 2. Any other assessment agreed upon by both parties to this Agreement.
    - 3. Psychotropic medication usage and decrease
    - 4. Decrease in Psychiatric hospitalizations
    - 5. Decrease in days in Residential Treatment Centers or Psychiatric Residential Treatment Facility
- f. Informed consent
- i. This contract will serve as informed consent for PROVIDER to provide mental health treatment to children in COUNTY's custody when referred by COUNTY to PROVIDER

**RELEASE OF INFORMATION**

1. This section of the Contract delineates to whom PROVIDER as an FQHC may share information about children in COUNTY's custody, what information must be shared, and how decisions will be made about access to information not specifically covered in this Contract.
2. COUNTY case manager has the authority to sign release of information forms allowing PROVIDER to obtain information from and release information to other people and agencies deemed necessary or advisable for the provision of mental health treatment for child.
3. COUNTY may provide verbal consent to release information; however, COUNTY must submit written consent within one (1) business day following the verbal consent.
4. For a child in the COUNTY's custody, upon PROVIDER's receipt of a written Request for Disclosure, PROVIDER shall discuss the request with COUNTY's Director or a designee having written authorization from the COUNTY's Director regarding the specific disclosure, any potential impact the disclosure of information may have on a therapeutic relationship between PROVIDER and a child or family member and any special circumstances surrounding the need for flexible interpretation of the required disclosures. COUNTY requests disclosures to identify specific information to be disclosed within a reasonable timeframe.
5. Unless otherwise restricted or expanded by the COUNTY's Director, PROVIDER shall provide information regarding children in custody of COUNTY to the following representatives only:
  - a. COUNTY's Director, or designee(s).
  - b. Children's physical custodian, when deemed reasonable by PROVIDER.
  - c. Person Legally Responsible (PLR), when deemed reasonably necessary by PROVIDER,

- d. Biological parents, unless specifically excluded by the child's COUNTY case manager or case plan, court order, or otherwise deemed inadvisable in PROVIDER reasonable opinion,
6. PROVIDER shall inform COUNTY if any of the following events occur by sending written notice to the COUNTY case manager:
    - a. Upon suspicion that a child is being neglected or physical or sexually abused, for example, when a child reports being punched or touched in a sexual manner by a parent and/or foster parent.
    - b. Upon assessment, a child represents a serious, imminent risk of physical harm to self or others, for example, when a child reports having suicidal thoughts with intent to carry out a plan or a therapist has contact with a child who has been declared a runaway.
    - c. If information desired by the COUNTY is unavailable in any of PROVIDER reports required by this Contract, then upon COUNTY's request, PROVIDER shall report updates within a reasonable time regarding minors in COUNTY custody and, when applicable, the minors' physical custodians and/or biological, adoptive, or foster family members. Updates to include, as applicable: the diagnosis, medication additions or changes, treatment attendance; treatment engagement, treatment goals, treatment progress, treatment transfer, treatment termination, and safety concerns (e.g., parent drives drunk, parents are physically fighting in the home, the reports feeling unsafe in the home, etc.). Such information may be provided to the COUNTY Case Manager verbally.
  7. At COUNTY's request, PROVIDER shall at a reasonable time and place, discuss with COUNTY's Director or designee(s) the COUNTY reasonably deems desirable or necessary, including what specific information the COUNTY is requesting, where PROVIDER as an FCQC can do so without violating any laws, regulations, contractual terms and/or individual privacy rights. Upon the demand of either party, PROVIDER may first require a discussion regarding the potential impact of the disclosure of such information may have on the therapeutic relationship, the timeframe in which the COUNTY requires for the disclosure to be made, or any special circumstances indicating the need for confidentiality or the flexible interpretation or delivery of the requested disclosure. If the COUNTY requests information concerning any individuals not under the COUNTY's direct control, PROVIDER may substitute names or otherwise conceal the identity of any such individual, (unless such a response reveals the identity thereof).

#### **ELIGIBILITY FOR REIMBURSEMENT FOR SERVICES**

1. PROVIDER shall:
  - a. As an FQHC and authorized by law, bill third party payors (e.g., Medicaid) for therapeutic mental health services performed by PROVIDER for children in custody of COUNTY or their families. Non-Medicaid eligible services for families will be paid to PROVIDER by COUNTY at PROVIDER's Medicaid rate, or family members will be referred to back to their private insurance.
  - b. PROVIDER agrees to provide all therapeutic mental health services as described in this Contract. In no event will PROVIDER charge the child, the child's guardian or custodian for such services, or the COUNTY except in accordance with this Contract.
  - c. Adhere to the regulations prescribed in the Division of Health Care Financing and Policy's Medicaid Services Manual including all applicable Division chapters.
  - d. Maintain required records and documentation.
  - e. Cooperate with Nevada Health Authority.
  - f. Obtain Prior authorization (if applicable)
  - g. Submit claims in a timely, completely, and accurately, for all provided services, to the Division of Health Care Financing and Policy through MMIS monthly.
  - h. PROVIDER shall maintain confidentiality of an children's records in compliance with the Health Insurance Portability and Accountability Act (HIPAA) as outlined in the HIPAA Business Associate Agreement and the NRS 432B.290.

- i. PROVIDER shall maintain all books, records, documents, and other evidence of its performance under the Contract as required by local, state or federal law. COUNTY shall have access to such books, records, documents, and other evidence for the purpose of inspection; audit and copying at any time during the period such records are required to be maintained, unless such access is specifically prohibited by law. Medical records, including mental health records, generated in performance of this Contract are the records of PROVIDER. At COUNTY's request, PROVIDER will provide a copy of medical records to COUNTY's designated representative. Prior to providing the medical records, where necessary to render such disclosure legal and/or avoid liability PROVIDER will redact information necessary to make the disclosure legal, including but not limited to the information concerning individuals, such as the child's parents or other family members, who are not in COUNTY's custody, unless the information concerns an imminent threat to the child's safety.

#### **RESPONSIBILITIES OF COUNTY**

1. Provide PROVIDER with available information regarding the mental health and medical history of each child, referred to PROVIDER.
2. Provide PROVIDER available documentation to bill Medicaid.
3. Immediately notify PROVIDER and provide written documentation of any unsatisfactory performance of conduct of PROVIDER's staff. COUNTY shall provide definitive recommendations related to expected performance evaluation outcomes.
4. COUNTY shall serve as primary QMHP for children in custody of COUNTY:
5. COUNTY shall not offer annual renewal option if it is determined that PROVIDER is non-compliant with billing requirements of the Medicaid reconsideration process and/or not providing efforts to maximize Medicaid reimbursement.

#### **RESPONSIBILITIES OF BOTH PARTIES**

1. PROVIDER and COUNTY will participate jointly in ongoing assessment of children's needs with community partners on an annual basis to address improvement to services provided.
2. PROVIDER and COUNTY shall collaborate and act in the best interest of Children and families.
3. PROVIDER and COUNTY shall jointly implement a formal quality assurance plan to review the quality of care provided. This plan may include such activities as regular audits of children's records to assure compliance with mental health maintenance and other care protocols and accepted standards of care. Such audits shall be completed regularly and routinely, and no less than once per year.
4. PROVIDER and COUNTY shall meet no less than quarterly to review services provided and operational needs.
5. PROVIDER and COUNTY shall develop joint processes and comply with any respective requirements to ensure maximization of funding through Medicaid. Additionally, each party agrees to reevaluate the fiscal amount attached to the contract if there should be unpredicted fiscal changes in Medicaid eligibility requirements or reimbursements.

#### **BACKGROUND CHECKS**

1. A fingerprint and National Crime Information Center (NCIC) clearance check must be completed for the PROVIDER employee of the PROVIDER's employees, or otherwise contracted staff members. The fingerprint and NCIC background check(s) is the responsibility of the PROVIDER to complete and record in such a manner that PROVIDER can demonstrate that any individual associated with PROVIDER is in compliance with the requirements of this provision in an expeditious manner. PROVIDER understands that this provision applies to all PROVIDER'S staff and all contracted services PROVIDERs assigned to this project and whom will have the potential to interact with COUNTY referred patient(s) prior to their providing services under this contract The fingerprint and NCIC background check(s) is the fiscal responsibility of the PROVIDER.
2. PROVIDER shall adhere to the criminal background/records check requirements:
  - a. COUNTY requires that the PROVIDER, employee of the PROVIDER, or contracted staff shall not have any of the felony convictions; charges or pending charges for the following:

- i. Crime involving homicide, manslaughter, rape, physical assault and/or battery.
  - ii. Assault With use of firearm or another deadly weapon.
  - iii. Crime involving harm to a child, including child abuse/neglect and pornography and/or contributory delinquency.
  - iv. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime.
  - v. Domestic violence, including spousal abuse.
  - vii. Possession, distribution, or use of any controlled substance or other drug related offense, including DUI within the last 5 years.
  - viii. Abuse neglect, exploitation or isolation of older persons or vulnerable persons.
  - ix. Any offense involving fraud, theft, embezzlement burglary, robbery, fraudulent conversion, or misappropriation of property within the immediately preceding 7 years.
- b. Upon request by COUNTY, PROVIDER shall provide COUNTY with the Certification of Compliance with Background Check Requirements (Exhibit A-1).
  - c. Background check to include review of Child Abuse and Neglect Registry, Out of State Child Abuse and Neglect Checks for any state that the subject has lived in for the past five years, local law enforcement check and fingerprint-based background submitted to the Central Repository for submission to the Federal Bureau of Investigation for
  - d. the PROVIDER staff and contracted staff who will be in contact with the Children.
  - e. Failure to follow this procedure may result in termination of this Contract.

**Exhibit A-1**

**Out of State Child Abuse and Neglect Search Fees & Requirements**

The cost of Background Check processed by Clark County is \$45 plus any applicable fees below.  
Rates may vary and are subject to change.

**OOS CANS Fees & Requirements**

**FEES:**

California	\$15	Colorado	\$35
Delaware	\$14	Idaho	\$20
Minnesota	\$20	Nebraska	\$2.50
Pennsylvania	\$13	Rhode Island	\$10
South Carolina	\$8	Virginia	\$10
Washington	\$20	Missouri	\$14

**NOTARIZE:**

Arkansas	District of Columbia	Idaho	Maryland	Massachusetts
Montana	Nebraska	New Hampshire	New York	South Carolina
South Dakota	Texas	Vermont	Virginia	

**TYPE – ALL CAPS:**

California	North Dakota
Colorado	Ohio
Georgia	Oregon
Maryland	Tennessee
Mississippi	Washington
New Mexico	Wisconsin
New York	

**WITNESS REQUIRED:**

Alabama
Kentucky
Mississippi
Rhode Island

**2<sup>nd</sup> ID (Must be SSN CARD):**

Ohio	Missouri
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Revised 04/04/2022

**Exhibit A-2**  
**SAMPLE INVOICE**

**FirstMed Health & Wellness**

400 Shadow Lane Suite #104  
Las Vegas, NV 89106  
702-731-0909  
accounting@fmhwc.org

Date	
Invoice #	
Contract #	
Purchase Order #	
Bill To	CCSFiscal@clarkcountynv.gov CCSContracts@clarkcountynv.g OV DFSGrants@clarkcountynv.gov

Service Date Range

xx/xx/xxxx to xx/xx/xxxx

Service Type	Line Total
Direct Personnel	0
Computer Equipment	0
Supplies	0
Indirect Costs	0
<b>TOTAL</b>	<b>\$</b>

*\*Attach activity-based timesheets for personnel costs*



## Follow up Med-Management Visits for May 2023

Patient Name	Medicaid #	Patient DOB	Visit Type	Number of appts	Provider Name
[REDACTED]		[REDACTED]	TePsyDFSFU	1	Breiland, Keith
[REDACTED]		[REDACTED]	TePsyDFSFU	1	Reyes, Kevin C
[REDACTED]		[REDACTED]	TePsyDFSFU	1	Reyes, Kevin C
[REDACTED]		[REDACTED]	TePsyDFSFU	1	Breiland, Keith
[REDACTED]		[REDACTED]	TePsyDFSFU	2	Reyes, Kevin C
[REDACTED]		[REDACTED]	TePsyDFSFU	1	Reyes, Kevin C
[REDACTED]		[REDACTED]	TePsyDFSFU	1	Reyes, Kevin C
[REDACTED]		[REDACTED]	TePsyDFSFU	1	Breiland, Keith
[REDACTED]		[REDACTED]	TePsyDFSFU	1	Breiland, Keith
[REDACTED]		[REDACTED]	DFS-FU Psy	1	Breiland, Keith
[REDACTED]		[REDACTED]	TePsyDFSFU	1	Breiland, Keith
[REDACTED]		[REDACTED]	TePsyDFSFU	1	Reyes, Kevin C
[REDACTED]		[REDACTED]	TePsyDFSFU	1	Breiland, Keith
[REDACTED]		[REDACTED]	TePsyDFSFU	1	Breiland, Keith
[REDACTED]		[REDACTED]	TePsyDFSFU	1	Breiland, Keith
[REDACTED]		[REDACTED]	TePsyDFSFU	1	Breiland, Keith
[REDACTED]		[REDACTED]	TePsyDFSFU	1	Reyes, Kevin C
[REDACTED]		[REDACTED]	TePsyDFSFU	1	Breiland, Keith
[REDACTED]		[REDACTED]	TePsyDFSFU	2	Breiland, Keith
[REDACTED]		[REDACTED]	TePsyDFSFU	1	Breiland, Keith



## New Patient Therapy Visits for May 2023

Patient Name	Medicaid #	Patient DOB	Visit Type	Provider Name	Notes
[REDACTED]		[REDACTED]	DFS Tx NP	Johnson, Rachel E	
[REDACTED]		[REDACTED]	TeThpDFSNP	Solis-Jimenez, Zeferino	
[REDACTED]		[REDACTED]	TeThpDFSNP	Parker-Abrams, Teneisha	
[REDACTED]		[REDACTED]	TeThpDFSNP	Parker-Abrams, Teneisha	
[REDACTED]		[REDACTED]	TeThpDFSNP	Johnson, Tabitha	
[REDACTED]		[REDACTED]	DFS Tx NP	Johnson, Rachel E	
[REDACTED]		[REDACTED]	DFS Tx NP	Parker-Abrams, Teneisha	
[REDACTED]		[REDACTED]	DFS Tx NP	Johnson, Tabitha	
[REDACTED]		[REDACTED]	DFS-TpAsmt	Johnson, Rachel E	
[REDACTED]		[REDACTED]	DFS Tx NP	Johnson, Rachel E	
[REDACTED]		[REDACTED]	DFS-TpAsmt	Johnson, Rachel E	
[REDACTED]		[REDACTED]	TeThpDFSNP	Biddlecom, Evan	
[REDACTED]		[REDACTED]	TeThpDFSNP	Biddlecom, Evan	
[REDACTED]		[REDACTED]	DFS Tx NP	Johnson, Tabitha	
[REDACTED]		[REDACTED]	DFS Tx NP	Johnson, Tabitha	
[REDACTED]		[REDACTED]	TeThpDFSNP	Johnson, Tabitha	
[REDACTED]		[REDACTED]	DFS Tx NP	Johnson, Rachel E	
[REDACTED]		[REDACTED]	DFS Tx NP	Johnson, Rachel E	
[REDACTED]		[REDACTED]	TeThpDFSNP	Johnson, Rachel E	
[REDACTED]		[REDACTED]	DFSTTpAsmt	Pena, Tianna	



## Follow up Therapy Visits for May 2023

Patient Name	Medicaid #	Patient DOB	Visit Type	Number of Appointments	Provider Name	Notes
[REDACTED]	[REDACTED]	[REDACTED]	TeThpDFSFU	1	Childress, Sherita L	
[REDACTED]	[REDACTED]	[REDACTED]	DFS Tx FAU	1	Johnson, Tabitha	
[REDACTED]	[REDACTED]	[REDACTED]	DFS Tx FAU	2	Smith, Hemoria	
[REDACTED]	[REDACTED]	[REDACTED]	DFS Tx FAU	2	Smith, Hemoria	
[REDACTED]	[REDACTED]	[REDACTED]	DFS Tx FAU	5	Smith, Hemoria	
[REDACTED]	[REDACTED]	[REDACTED]	DFS Tx FAU	5	Smith, Hemoria	
[REDACTED]	[REDACTED]	[REDACTED]	DFS Tx F/U	3	Biddlecom, Evan	
[REDACTED]	[REDACTED]	[REDACTED]	TeThpDFSFU	1	Smith, Hemoria	
[REDACTED]	[REDACTED]	[REDACTED]	TeThpDFSFU	6	Ingalls, Emily	
[REDACTED]	[REDACTED]	[REDACTED]	TeThpDFSFU	9	Ingalls, Emily	
[REDACTED]	[REDACTED]	[REDACTED]	TeThpDFSFU	7	Ingalls, Emily	
[REDACTED]	[REDACTED]	[REDACTED]	TeThpDFSFU	6	Ingalls, Emily	
[REDACTED]	[REDACTED]	[REDACTED]	TeThpDFSFU	4	Smith, Hemoria	
[REDACTED]	[REDACTED]	[REDACTED]	DFS Tx FAU	3	Childress, Sherita L	
[REDACTED]	[REDACTED]	[REDACTED]	DFS Tx FAU	1	Jones, Lynetta	
[REDACTED]	[REDACTED]	[REDACTED]	DFS Tx FAU	1	Childress, Sherita L	
[REDACTED]	[REDACTED]	[REDACTED]	TeThpDFSFU	4	Wiese, Tracy	
[REDACTED]	[REDACTED]	[REDACTED]	TeThpDFSFU	1	Da Costa, Joe	
[REDACTED]	[REDACTED]	[REDACTED]	DFS Tx FAU	5	Johnson, Rachel E	
[REDACTED]	[REDACTED]	[REDACTED]	TeThpDFSFU	3	Edmonds, Ashley R	
[REDACTED]	[REDACTED]	[REDACTED]	DFS Tx FAU	2	Elms, John-Christian L	
[REDACTED]	[REDACTED]	[REDACTED]	DFS Tx FAU	4	Smith, Hemoria	
[REDACTED]	[REDACTED]	[REDACTED]	DFS Tx FAU	5	Smith, Hemoria	
[REDACTED]	[REDACTED]	[REDACTED]	TeThpDFSFU	4	Smith, Hemoria	
[REDACTED]	[REDACTED]	[REDACTED]	TeThpDFSFU	1	Johnson, Tabitha	
[REDACTED]	[REDACTED]	[REDACTED]	DFS Tx FAU	3	Johnson, Tabitha	
[REDACTED]	[REDACTED]	[REDACTED]	TeThpDFSFU	1	Cox, Monique	
[REDACTED]	[REDACTED]	[REDACTED]	TeThpDFSFU	4	Cox, Monique	
[REDACTED]	[REDACTED]	[REDACTED]	TeThpDFSFU	4	Cox, Monique	
[REDACTED]	[REDACTED]	[REDACTED]	DFS Tx FAU	3	Johnson, Tabitha	
[REDACTED]	[REDACTED]	[REDACTED]	TeThpDFSFU	1	Johnson, Tabitha	



## New Psychiatry Assessments for May 2023

Patient Name	Medicaid #	Patient DOB	Visit Type	Provider Name
[REDACTED]		[REDACTED]	TePsyDFSNP	Reyes, Kevin C
[REDACTED]		[REDACTED]	TePsyDFSNP	Reyes, Kevin C
[REDACTED]		[REDACTED]	TePsyDFSNP	Breiland, Keith
[REDACTED]		[REDACTED]	TePsyDFSNP	Reyes, Kevin C

**EXHIBIT B  
COMPREHENSIVE MENTAL HEALTH SERVICES  
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 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. *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. **Cyber Liability:** PROVIDER shall obtain and maintain with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by PROVIDER in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors and Omissions Insurance appropriate to PROVIDER'S profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by PROVIDER in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress,

invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

1. The Policy shall include or be endorsed to include; property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of COUNTY in the care, custody, or control of PROVIDER. If not covered under PROVIDER'S liability policy, such "property" coverage of COUNTY may be endorsed onto PROVIDER'S Cyber Liability Policy as covered property as follows:

If PROVIDER maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by PROVIDER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

- K. **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.
- L. **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.
- M. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- N. **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.
- O. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- P. **Insurance 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)
    - Policy Number
    - Policy Effective Date
    - Policy Expiration Date
    - Each Occurrence (\$1,000,000)
    - Damage to Rented Premises (\$50,000)
    - Medical Expenses (\$5,000)
    - Personal & Advertising Injury (\$1,000,000)
    - General Aggregate (\$2,000,000)
    - Products - Completed Operations Aggregate (\$2,000,000)
  5. Automobile Liability (Any Auto)
    - Policy Number
    - Policy Effective Date
    - Policy Expiration Date
    - Combined Single Limit (\$1,000,000)
  6. Worker's Compensation
  7. Professional Liability
    - Policy Number
    - Policy Effective Date
    - Policy Expiration Date
    - Aggregate (\$1,000,000)
  8. Cyber Liability (Per Occurrence)
    - Policy Number
    - Policy Effective Date
    - Policy Expiration Date
    - Aggregate (\$2,000,000)

9. Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
10. 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
11. Appointed Agent Signature to include license number and issuing state.

**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. 607794-25, entitled COMPREHENSIVE MENTAL HEALTH SERVICES
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this Contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature \_\_\_\_\_

State of Nevada        )  
                                  )ss.  
County of Clark        )

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ (name of person making statement).

Notary Signature

STAMP AND SEAL

**EXHIBIT C  
SUBCONTRACTOR INFORMATION**

**DEFINITIONS:**

- **MINORITY OWNED BUSINESS ENTERPRISE (MBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **WOMEN OWNED BUSINESS ENTERPRISE (WBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **SMALL BUSINESS ENTERPRISE (SBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically challenged, and where gross annual sales does not exceed \$2,000,000.
- **VETERAN OWNED ENTERPRISE (VET):** A Nevada business at least 51% owned/controlled by a veteran.
- **DISABLED VETERAN OWNED ENTERPRISE (DVET):** A Nevada business at least 51% owned/controlled by a disabled veteran.
- **EMERGING SMALL BUSINESS (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77<sup>th</sup> 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.

**EXHIBIT D**  
**BUSINESS ASSOCIATE AGREEMENT**

This Agreement is made effective the date of the last signature below, by and between **Clark County, Nevada** (hereinafter referred to as "Covered Entity"), with its principal place of business at 500 S. Grand Central Parkway, Las Vegas, Nevada, 89155, and \_\_\_\_\_, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

"Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

## II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

## III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees that all uses, and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
  - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
  - (ii) As required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).
- (d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:
  - (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
  - (ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

## IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees:
  - (i) To implement appropriate safeguards and internal controls designed to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement, the Underlying Agreement or by the HIPAA Rules.
  - (ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules designed to protect and secure the confidentiality, integrity, and availability of Electronic

Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316, as applicable.

- (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence and attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required "Unsuccessful Security Incidents" shall include, but not limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any other combination of the above, so long as no such incident results in unauthorized access to, or use and disclosure of PHI.
- (b) When a known and confirmed impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:
  - (i) To notify the Covered Entity HIPAA Program Management Office within 15 days of discovery of the Breach, and
  - (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
  - (iii) To reasonably cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services,
  - (iv) To pay all reasonable actual costs associated with the notification of affected individuals and reasonable actual costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

- (a) Business Associate agrees:
  - (i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provide by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement. This access may be provided by Business Associate electronically if possible. If an audit does occur, the Covered Entity will include a follow up audit in approximately six months to a year after the original review. The follow up audit would only include a review of items identified in the original audit.
  - (ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

- (a) At the Covered Entity's Request, Business Associate agrees:
  - (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.

- (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
- (iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
- (iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

## VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

## VIII. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

By: \_\_\_\_\_  
DEPARTMENT HEAD

Title: \_\_\_\_\_

Date: \_\_\_\_\_

BUSINESS ASSOCIATE:

By: Chris [Signature]

Title: PRESIDENT/CEO

Date: 3-25-26



# AGENDA SYNOPSIS

TITLE: CBE No. 607794-25 Comprehensive Mental Health Services		PR NO: 10779302
AGENDA TYPE: CBE		
ACTION/PURPOSE: Approve and Ratify		
FISCAL IMPACT: Not to exceed \$800,000 annually		
CONTRACT TERM: October 1, 2025 through September 30, 2028		RENEWAL OPTIONS: 2 one-year renewal options

ISSUES: The State of Nevada will be providing these services at some point in the future, but the vendor would not agree to a short-term contract.

RESOLUTION: Approve and ratify this contract with a 3-year initial term, and 2 one-year renewal terms.

CONTRACT TOTALS:

Term:	Dates:	Not to Exceed Amount:
Initial	10/1/2025 – 9/30/2026	\$800,000
Initial	10/1/2026 – 9/30/2027	\$800,000
Initial	10/1/2027 – 9/30/2028	\$800,000
Renewal 1	10/1/2028 – 9/30/2029	\$800,000
Renewal 2	10/1/2029 – 9/30/2030	\$800,000
<b>Total Not to Exceed:</b>		<b>\$4,000,000</b>



togetherforbetter

# MEMORANDUM

## Purchasing & Contracts

*Jessica Colvin, Chief Financial Officer*  
*Brett M. Wood, Purchasing Deputy Director*  
*Adriane Garcia, Purchasing Manager*

**TO:** BRETT WOOD, PURCHASING DEPUTY DIRECTOR  
ABIGAIL FRIERSON, DEPUTY COUNTY MANAGER

**FROM:** KRISTEN JACKSON, PURCHASING ANALYST

**SUBJECT:** FISCAL DIRECTIVE NO. 6 ATTACHMENT C REQUEST FOR SIGNATURE

**DATE:** MARCH 10, 2026

The department has submitted PR# 10779302 with FirstMed Health & Wellness Center for Comprehensive Mental Health Services. The contract dates and amounts are as follows:

Term:	Dates:	Not to Exceed Amount:
Initial	10/1/2025 – 9/30/2026	\$800,000
Initial	10/1/2026 – 9/30/2027	\$800,000
Initial	10/1/2027 – 9/30/2028	\$800,000
Renewal 1	10/1/2028 – 9/30/2029	\$800,000
Renewal 2	10/1/2029 – 9/30/2030	\$800,000
<b>Total Not to Exceed:</b>		<b>\$4,000,000</b>

Subsequent to signing this FD6, a contract will be submitted to the BCC for approval.

Attachments: FD6 ATTACHMENT C

REVIEWED BY:

*Adriane Garcia*

\_\_\_\_\_  
PURCHASING MANAGER

Mar 10, 2026

\_\_\_\_\_  
DATE

FISCAL DIRECTIVE NO. 6  
ATTACHMENT C

JUSTIFICATIONS FOR COMPETITIVE BIDDING EXCEPTION

DATE: 02-11-2026
DEPARTMENT: Clinical and Community Services
DEPARTMENT CONTACT NAME: Jill Marano
TELEPHONE NUMBER: 702-455-4602

CONSULTANT/AGENCY/SUPPLIER: First Med Health and Wellness
CONTACT NAME AND TITLE: Angela Quinn,
PHONE, FAX AND EMAIL ADDRESS:

CONTRACT TITLE: Comprehensive Care Coordination
ESTIMATED AWARD AMOUNT:  <p style="text-align: center;"><b>\$800,000.00 Initial Term (year one)</b> <b>\$800,000.00 Each Renewal</b> <b><u>\$4,000,000.00 Estimated total not-to-exceed amount</u></b></p>

CONTRACT PERIOD OF PERFORMANCE (INCLUDING RENEWAL OPTIONS)	
<b>TERM</b> October 1, 2025 – September 30, 2028	<b>RENEWALS:</b> 2

JUSTIFICATION FOR SELECTION OF CONSULTANT / AGENCY/SUPPLIER:

The Department was unable to secure these services through a formal solicitation because they involve the continuation of critical care coordination and outpatient services for high-risk children in foster care.




Due to the urgent nature of the services provided, there was insufficient time to conduct a formal solicitation process. Any delay would have resulted in a disruption of therapeutic services for approximately 200 children and youth in foster care with significant behavioral and mental health needs.

The contract and funding for the prior vendor were expiring, and the selected provider is uniquely positioned to assume responsibility for this program. The provider is a credentialed Federally Qualified Health Center and is able to deliver the required services at a significantly lower cost than the prior vendor. Additionally, the provider demonstrated the capacity to immediately accept and begin serving approximately 200 children, ensuring continuity of care with no interruption in services.

These circumstances indicate that, at this time, the selected provider is more capable than any other of operating the program at full capacity and with the appropriate clinical and administrative resources.

Attached is a copy of the scope of work including pricing, deliverables, milestones, phases, schedule, etc.

The Clinical and Community Services Department's staff has reviewed the proposed costs defined in this contract and found them to be equitable for the work to be performed in the attached scope of work. I hereby submit this information for recommendation for a contract approved by the Board of County Commissioners or the authorized representatives, County Manager, Chief Financial Officer or Director of Aviation or their respective designated designees.

DEPARTMENT HEAD/MANAGER 	APPROVAL DATE: <i>2/11/26</i>
PURCHASING AND CONTRACTS (Manager)  <small>Brett Wood (Mar 10, 2026 13:59:49 PDT)</small>	APPROVAL DATE: <b>Mar 10, 2026</b>
DEPUTY COUNTY MANAGER/CFO 	APPROVAL DATE: <b>Mar 10, 2026</b>

## Business License Detail Information

<b>License Number:</b>	2009320.056-120
<b>MJBL Number:</b>	
<b>Business:</b>	FirstMed Health and Wellness Center 4730 S Fort Apache Rd Las Vegas, NV 89147
<b>Business Telephone:</b>	(702) 731-0909
<b>License Category:</b>	Admin & Support Services - Group 2
<b>Status:</b>	Licensed
<b>Date of License:</b>	01/22/2026
<b>Out of Business Date:</b>	
<b>Business Owner(s)</b>	
FirstMed Health and Wellness Center	

[Return to Previous Page](#)  
[Return to Business License Database Search Options](#)



togetherforbetter

# memorandum

Clark County Clinical & Community Services

Jill Marano, Director

Alexa Rodriguez, Deputy Director

**to:** Purchasing  
**from:** Jill Marano, Director  
**subject:** First Med Health and Wellness  
**date:** 02-10-2026

The Department of Clinical and Community Services is unable to facilitate a formal solicitation due to contract CBE 606767-23 expiring on October 31, 2025, which provided mental health services, outpatient services, and care coordination to children who have experienced trauma and as a result have significant behavioral and/or mental health needs.

To ensure continuity of care for this vulnerable population, the department partnered with FirstMed Health and Wellness to provide these critical services. FirstMed Health and Wellness has a long-standing partnership with the COUNTY and is currently providing medical and dental services to children and adolescents who are on the Child Haven campus and in foster care.

Estimated Fiscal Impact:

Award Amount \$804,000.00 Initial Term

\$804,000.00 Each Renewal

\$4,020,000.00 Estimated total not-to-exceed amount

The recommendation of award is in accordance with NRS 332.115 .1 (b), the competitive bidding process is not required as the services to be performed are professional in nature.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date









# C607794-25 Comprehensive Mental Health Services

Final Audit Report

2026-04-06

Created:	2026-04-06 (Pacific Daylight Time)
By:	Trudy Harper (tharper@clarkcountynv.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFv1I_RmLti9RgHG6yA4pD9B-lkn9p_jA

## "C607794-25 Comprehensive Mental Health Services" History

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-  Signer sarah.schaerrer@clarkcountyda.com entered name at signing as Sarah Schaerrer  
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