

**CLARK COUNTY, NEVADA**  
**CBE NO. 607100-24**  
**HEALTHY LIVING FOR MEDICALLY FRAGILE**  
**INDIVIDUALS/FAMILIES EXPERIENCING HOMELESSNESS**

<b>HELP OF SOUTHERN NEVADA</b>
NAME OF FIRM
Fuilala Riley President/Chief Executive Officer
* DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1660 E Flamingo Rd. Las Vegas, Nevada 89119
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
702-836-2113
(AREA CODE) AND TELEPHONE NUMBER
702-369-4089
(AREA CODE) AND FAX NUMBER
<a href="mailto:friley@helpsonv.org">friley@helpsonv.org</a>
E-MAIL ADDRESS

## HEALTHY LIVING FOR MEDICALLY FRAGILE INDIVIDUALS/FAMILIES EXPERIENCING HOMELESSNESS

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and HELP OF SOUTHERN NEVADA (hereinafter referred to as PROVIDER), for HEALTHY LIVING FOR MEDICALLY FRAGILE INDIVIDUALS/FAMILIES EXPERIENCING HOMELESSNESS 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, 2024 through September 30, 2025, with the option to renew for 4, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by 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 reimburse PROVIDER for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed amount of \$19,873,503. 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. All other remuneration will remain on a reimbursement basis unless specifically waived by COUNTY. Reimbursement will be paid after eligible expenses have been incurred and expended under this Contract in conformance with the terms and conditions of said Contract.

Advances may be approved at the discretion of the Chief Financial Officer. Requests for any advance must be submitted in writing on the letterhead of the requesting organization and bear the original signature of an authorized representative. Request must include detailed justification and spending plan regarding advance funds. COUNTY reserves the right to require any and all expenditures of advance funds to be fully documented prior to approving any reimbursements.

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. All monthly operational expenses must be accompanied by invoices that include a breakdown of all cost and will be verified by COUNTY.
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. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this Contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>.
  - c. A "BUDGET SUMMARY COMPARISON" which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
  - d. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
  5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
  6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
  7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
  8. Invoices shall be submitted via email to: [SSRAD@ClarkCountyNV.gov](mailto:SSRAD@ClarkCountyNV.gov).
  9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

**D. COUNTY'S Fiscal Limitations**

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

**SECTION III: SCOPE OF WORK**

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

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

- A. COUNTY may at any time request changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER'S cost or time required for performance of any services under this Contract, PROVIDER shall notify COUNTY in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change. An equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be amended in writing accordingly.

- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

**SECTION V: RESPONSIBILITY OF PROVIDER**

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER 'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
  - 1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.

- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

#### **SECTION VI: SUBCONTRACTS**

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

#### **SECTION VII: RESPONSIBILITY OF COUNTY**

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Natasha Nickles, Social Service Assistant Manager, telephone number (725) 289-2581 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

#### **SECTION VIII: TIME SCHEDULE**

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

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

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

B. Termination

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

**SECTION X: INSURANCE**

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit 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: Clark County Social Service Department  
Attention: Jamie Sorenson, Director  
1600 Pinto Lane  
Las Vegas, Nevada 89106  
Email: Jamie.Sorenson@ClarkCountyNV.gov

TO PROVIDER: HELP of Southern Nevada  
Attention: Fuilala Riley, President/CEO  
1600 E. Flamingo Rd.  
Las Vegas, Nevada 89119  
Email: Friley@helpsonv.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 Maieure  
PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.
- P. Severability  
If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.
- Q. Non-Endorsement  
As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.
- R. Public Records  
COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.
- S. Companies that Boycott Israel  
PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

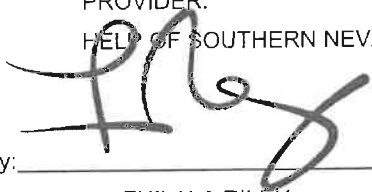
COUNTY:

CLARK COUNTY, NEVADA

By: \_\_\_\_\_  
JESSICA COLVIN  
Chief Financial Officer

DATE

PROVIDER:  
HEALTH OF SOUTHERN NEVADA

By: \_\_\_\_\_  
  
FULALA RILEY  
President/Chief Executive Officer

October 23, 2024

DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON  
District Attorney

Sarah Schaerrer  
By: Sarah Schaerrer (Nov 12, 2024 11:18 PST)  
SARAH SCHAERRER  
Deputy District Attorney

11/12/2024  
DATE

**EXHIBIT A**  
**HEALTHY LIVING FOR MEDICALLY FRAGILE INDIVIDUALS/FAMILIES EXPERIENCING**  
**HOMELESSNESS**  
**SCOPE OF WORK**

**1.0 Overview**

Clark County Social Service (CCSS) provides a variety of services for needy residents of Clark County who are not assisted by other state, federal, or local programs. CCSS is responsible for ensuring that the County meets its health, welfare, and community responsibilities as set forth in the Nevada Revised Statutes and County Ordinances with a primary focus on adults without children. The Department provides programmatic services targeted at various levels to include emergency housing, transitional housing, rapid rehousing, permanent supportive housing, and supportive services. Services are designed for various levels of vulnerable adults to address the underlying causes of homelessness and services necessary to support independence.

Healthy Living Consolidated Project (PROGRAM) addresses the housing and medical needs of chronically homeless, medically fragile, or disabled individuals and families experiencing homelessness who are in need of additional care and housing support after discharge from hospitals or other care centers. The lack of stable housing is a barrier to care and continued improved health and wellness as it limits the participant's ability to maintain care plans and address medical concerns that may result in disability or continued health concerns. This project serves vulnerable clients, including those who may be chronically homeless, in Southern Nevada who are not suitable for shelter due to their disability and/or medical fragility through utilization of a permanent housing model and leveraging medical case management through partnerships with healthcare providers. Direct service is provided through a subcontract with HELP of Southern Nevada (PROVIDER) which provides outreach, intensive case management, housing placement, and supportive services. Managed Care Organizations partner with the PROGRAM and provide medical case management services in conjunction with the housing and supportive services of this program. Collectively the PROVIDER and Managed Care Organization partners will be referred to as PROVIDERS in this document.

Clark County (COUNTY) recognizes individuals as experts of their own lives and of their lived experience of homelessness. COUNTY understands that individuals know what will work for them in reaching change and recognizes them as the central change agents; therefore, the PROGRAM shall adopt a facilitative and supportive role. In all aspects of the PROGRAM, PROVIDERS shall respect and trust individuals' self-knowledge, and autonomy, while guiding and supporting each individual in their chosen housing decisions. Individuals who have experienced homelessness shall be intentionally involved in program design, delivery, and evaluation of the PROGRAM.

**2.0 Scope of Project**

PROGRAM is designed to provide a full range of services to at least **100** of the most vulnerable clients on the community queue who are not suitable for shelter due to their medical fragility through utilization of 95 permanent supportive housing units on any given night. The program is a permanent supportive housing project specifically for medically fragile individuals experiencing homelessness that provides placement in permanent supportive housing and a connection to medical step-down care to support becoming healthy and transitioning to self-sufficiency using a Housing First model. Receiving referrals from the community queue via Community Management Information System/Homeless Management Information System (CMIS/HMIS) entries by Managed Care Organizations, the program addresses the housing and medical needs of clients with acute medical conditions who are in need of follow-up medical services that would otherwise require them to remain in care at a hospital or use outpatient clinical services but are unable to complete a course of treatment because of transiency and lack of stable housing. These individuals require additional medical services in order to become healthy in addition to housing services and intensive case management in order to become self-sufficient. Through this program, they will receive medical support including medical case management.

COUNTY shall administer County and Federal funds to PROVIDER to assist with the cost of operating a permanent supportive housing program for medically fragile individuals and families experiencing homelessness.

COUNTY supports community standards and expectations as identified in PROGRAM guiding principles and Quality Practices Guidance. COUNTY expects all agencies, including PROVIDER, to have an understanding of and implement Quality Practices to the best of their abilities while meeting the minimum expectations as defined in these documents.

Federal funds are provided by U.S. Department of Housing and Urban Development's (HUD), Continuum of Care Program governed by title IV of the McKinney-Vento Homeless Assistance Act, as amended by S. 896 Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 and the Continuum of Care Program regulation 24 CFR 578. Funds are contingent upon receipt of grant funds awarded by HUD to Clark County Social Service of grant NV0071.

The PROGRAM services shall be provided to homeless households free of charge and for the entire PROGRAM period.

### 3.0 Definitions

**Aftercare** means additional services provided beyond the period of residential stay in a housing program that offer continuity and supportive follow-up to households served by PROGRAM reducing the likelihood of them re-entering the homeless system of care.

**Autonomy** refers to self-government; the freedom to act or function independently; the capacity to make an informed, uncoerced decision.

**Basic Needs** are physiological needs such as hunger, thirst, bodily comforts, etc. associated with the lowest level of human need on Maslow's Hierarchy of Needs.

**Bridge Housing** is a hybrid of emergency shelter and transitional housing to serve the population that requires short term housing and supportive services to achieve self-sufficiency or to access available Permanent Supportive Housing.

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

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

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

**Chronically Homeless Individual** is defined by current federal policy as a homeless individual with a disability who lives either in a place not meant for human habitation, a safe haven, or in an emergency shelter, or in an institutional care facility if the individual has been living in the facility for fewer than 90 days and had been living in a place not meant for human habitation, a safe haven, or in an emergency shelter immediately before entering the institutional care facility. In order to meet the "chronically homeless" definition, the individual also must have been living as described above continuously for at least 12 months, or on at least four (4) separate occasions in the last three (3) years, where the combined occasions total a length of time of at least 12 months. Each period separating the occasions must include at least seven (7) nights of living in a situation other than a place not meant for human habitation, in an emergency shelter, or in a safe haven.

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

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

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

**Effort Pledge** is a statement that the client signs that acknowledges that they will do their best to work toward accomplishing housing goals outlined in the housing plan.

**Emergency Housing** is immediate nighttime shelter with the additional option of short-term extended stay.

**Emergency Shelter (ES)** are sheltering programs that have minimal entry criteria, include time limits (varies by agency) where the duration is typically less than 90-120 days; are located in a structure offering protection from the elements, provide restroom facilities and drinking water, are supervised and offer appropriate heating/cooling and proper ventilation. Generally, one hot meal is provided, and no fee is required. ES can include beds, units, temporary spaces or motel/hotel vouchers available to meet the emergency housing needs of persons and families who would otherwise be living on the streets. This does not include the programs and services that meet the definition of prevention, transitional housing or permanent housing.

**Equal Access Rule** requires that HUD-assisted funded programs be made available to individuals without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibits inquiries into sexual orientation or gender identity for the purpose of determining eligibility for, or availability of, such housing. The rule has since been expanded to require that service providers give equal access to programs, benefits, services, and accommodations in accordance with an individual's gender identity.

**Frequent Users** are individuals who are the highest users of emergency rooms, jails, shelters, clinics, and other crisis service systems at a large cost to the communities in which they reside.

**Harm Reduction** is a set of practical strategies and ideas aimed at reducing negative consequences associated with alcohol and substance abuse. Refers to policies, programs, and practices that aim to reduce the harms associated with usage; complements approaches that seek to prevent or reduce the overall level of usage.

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

The U.S. Department of Housing and Urban Development (HUD) defines homelessness into four categories.

- **Category 1: Literally Homeless:** Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by

charitable organizations or by federal, state and local government programs); or (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

- **Category 2: Imminent Risk of Homelessness:** Individual or family who will imminently lose their primary nighttime residence, provided that: (i) Residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; and (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing.
- **Category 3: Homeless under other federal statutes:** Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: (i) Are defined as homeless under the other listed federal statutes; (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; (iii) Have experienced persistent instability as measured by two moves or more during the preceding 60 days; and (iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers.
- **Category 4: Fleeing/Attempting to Flee Domestic Violence:** Any individual or family who: (i) Is fleeing or attempting to flee their housing or the place they are staying because of domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions related to violence that has taken place in the house or has made them afraid to return to the house, including: trading sex for housing; trafficking; physical abuse; violence (or perceived threat of violence) because of the client's sexual orientation; (ii) Has no other residence; and (iii) Lacks the resources or support networks to obtain other permanent housing.

**Housing First** is a best practice model approach used to house and provide services for the homeless. Housing First rests on two premises: 1) the central goal is direct placement into permanent housing for those who are currently homeless, and 2) provision of appropriate individualized services (may include mental health and/or substance abuse treatment) are offered via follow-along services after housing placement to ensure long term housing stability. Housing First is an approach in which housing is offered to people experiencing homelessness without preconditions (such as sobriety, mental health treatment, or a minimum income threshold) or service participation requirements and in which rapid placement and stabilization in permanent housing are primary goals. Programs that use a Housing First approach promotes the acceptance of clients regardless of their sobriety or use of substances, completion of treatment, or participation in services.

**Housing Navigation Centers** are places that will provide a place for unsheltered homeless to access housing navigation services as well as provide a respite from the weather during the hottest and coldest times of the year. Navigation Centers' case managers will work to connect clients to housing, income, public benefits, and health services to support people in changing their lives by making lasting social service and housing connections. Navigation Centers are different from traditional day shelters in that they have few barriers to entry and provide housing navigation and case management services. Unlike traditional day shelters, people with partners, pets and possessions are welcome at Navigation Centers.

**Housing Problem-Solving** approaches support the effective implementation of homelessness prevention, diversion, and rapid exit strategies. Housing problem-solving is a person-centered, short-term housing intervention that seeks to assist households in maintaining their current housing or identifying an immediate and safe housing alternative within their own social network. This strategy is a strengths-based approach that utilizes conversation and empowerment methods to help resolve the household's housing crisis.

**Housing Services** are services that assist persons with obtaining housing. Services may include: development of housing plans, recruitment of housing units for homeless clients, assist with housing placements and lease agreements, preparation of clients for successful transition to permanent housing, mediation between landlord and tenant, advocating for tenant rights, tenant education, etc. This may include positions such as: housing recruiter, housing harvester, housing specialist, etc., where individual persons are responsible for part or all of the functions mentioned above.

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

**Intensive Case Management (ICM)** is differentiated from other forms of case management through factors such as a smaller caseload size, team management, outreach emphasis, a decreased brokerage role, direct provision of some support/counseling services, and a higher intensity of services than standard case management and an assertive approach to maintaining contact with clients. Research has demonstrated that case management, in particular, intensive case management, can improve clients' and families' experience of mental health services but only when introduced and used for appropriately targeted client populations and suitably resourced. The goals of the ICM model are to engage individuals in a trusting relationship, assist in meeting their basic needs (e.g., housing), and help them access and use brokered services in the community. The fundamental elements of ICM include a low caseload per case manager ratio, which translates into more intensive and consistent services for each client.

**Medical Case Management Services** are a range of client-centered services that link clients with health care, psychosocial, and other services. Coordination and follow-up of medical treatment is also a component of MCM. Key activities include an initial assessment of service needs, development of and individualized service plan ISP, coordination of services, client monitoring, periodic re-evaluation, and adaption of changes (HRSA Service Definition).

**Medically Fragile** is defined as a chronic physical condition which results in a prolonged dependency on medical care for which daily skilled (nursing) intervention is medically necessary and is characterized by one or more of the following:

1. There is a life-threatening condition characterized by a reasonably frequent period of acute exacerbation, which requires frequent medical supervision, and/or physician consultation, and which in the absence of such supervision or consultation, would require hospitalization.
2. The individual requires frequent time-consuming administration of specialized treatments, which are medically necessary.
3. The individual is dependent on medical technology such that without the technology, a reasonable level of health could not be maintained. Examples include, but are not limited to, intravenous therapy, wound care, enteral or parenteral nutrition support, and feeding tube.

**Motivational Interviewing** is a psychotherapeutic approach that attempts to move an individual away from a state of indecision or uncertainty and towards finding motivation to making positive decisions and accomplishing established goals.

**Moving On** is an initiative supports these clients as they positively exit supportive housing and move into self-sufficiency. Two key pieces of Moving On include (1) continuation of case management and supportive services to assist with clients transitioning out of PSH and (2) partnership with the public housing authority to identify appropriate units. Once units have been identified, a titration schedule for rental assistance and supportive services may be implemented to support the client moving towards self-sufficiency.

**Progressive Engagement** seeks to end homelessness as rapidly as possible with the least amount of financial assistance and services needed to do so. It provides customized levels of assistance, starting with the least amount needed for stability and increasing and decreasing the amount as needed to ensure a household does not return to homelessness. This approach ensures that services and financial assistance are tailored to the household and stretches dollars further to serve more households experiencing homelessness. Progressive engagement understands that each household's situation is nuanced, and therefore different approaches, resources and timelines may be utilized.

**Scattered Site** is a term used to describe individual housing units located in all areas of town with the intention of not placing the majority of clients in one concentrated complex or neighborhood. These units have access to schools, shopping, banking, churches, businesses, etc., mix with private renters and homeowners in their neighborhood and blend into the surrounding community.

**Self-Sufficiency** describes the condition in which an individual or household is able to maintain themselves without outside aid or intensive support. As a client's mental health, physical health, or other challenges lessen, the supportive service needs of the client may be better met through mainstream services rather than through program services. When clients are ready to "move on" from program supportive services, they may be connected to providers for community-based services and affordable housing programs to ensure they do not return to the homeless system.

**Shared Housing** is a term used to describe a housing situation where 2 or more unrelated people live together in a single housing unit.

**Social and Emotional Well-Being** means the development of key competencies, attitudes, and behaviors that equip a person experiencing homelessness to avoid unhealthy risks and to succeed across multiple domains of daily life, including school, work, relationships, and community.

**Southern Nevada Homelessness Continuum of Care (SNH CoC)** is the official board acting on behalf of the Continuum of Care to further the mission of ending homelessness in Southern Nevada. The Board is made up of representatives from governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve homeless and formerly homeless veterans, homeless and formerly homeless persons and any other identified stakeholder that benefits the mission of ending homelessness in Southern Nevada. However, any person or organization interested in addressing homelessness is considered to be a part of the continuum. The Southern Nevada Homelessness Continuum of Care Board is responsible for overseeing Help Hope Home, Southern Nevada's plan to end homelessness. With the enactment of the HEARTH Act in 2009 the CoC is the entity that implements the HUD CoC program and includes all who choose to participate and are concerned with and/or are providing services to individuals and families who are experiencing homelessness. HUD CoC program is designed to:

- Promote a community-wide commitment to the goals of ending homelessness.
- Provide funding for efforts to rapidly re-house homeless individuals and families.
- Promote access to and effective use of mainstream programs.
- Optimize self-sufficiency among individuals and families experiencing homelessness.

### **Supportive Housing**

**Short-Term Supportive Housing**, in connection with Crisis Stabilization, provides immediate step of supportive housing for continued stabilization and treatment services 24 hours a day, 7 days a week, for a time limited period of 60-90 days.

- **Recovery Housing** is housing in a client-initiated, abstinence-focused, and peer-supported community for people recovering from substance use issues. Typically, residents choose to actively participate together in community activities focused on supporting recovery. The key is that the program participant has sought out this type of program as their preferred choice for supporting their personal commitment to their sobriety and holistic recovery.
- **Transitional Housing** is designed to provide housing in a room, apartment, or comparable setting, and supportive services to facilitate movement to independent living and self-sufficiency.

**Long-Term Supportive Housing/Permanent Housing** is community-based housing without a designated length of stay and includes both permanent supportive housing and rapid rehousing. To be permanent housing, the program participant must be the tenant on a lease for a term of at least one year, which is renewable for terms that are a minimum of one month long and is terminable only for cause.

- **Rapid Rehousing** is defined as tenant-based rental assistance and supportive services, to be provided for up to 24 months, to assist a homeless individual or family with or without a disability to move as quickly as possible into permanent housing and achieve stability in that housing.
- **Permanent Supportive Housing** is defined as tenant-based rental assistance and supportive services, to be provided for an indefinite period of time, to assist a chronically homeless individual or family with a disability to move into permanent housing and assist them in living independently.

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



**Trauma-Informed Care and Practice** is a strengths-based framework grounded in an understanding of and responsiveness to the impact of trauma. It emphasizes physical, psychological, and emotional safety for both providers and participants, and creates opportunities for participants to rebuild a sense of control and empowerment.

#### **4.0 Target Population and Admission Criteria**

- A. Participants must meet the Housing and Urban Development (HUD) definition of homeless, disabled, as well as medically fragile. PROGRAM requires individuals to meet the definition of DedicatedPLUS which allows some flexibility to the Chronically Homeless definition. Enrolled clients will have 12 months documented homelessness during the most recent 36 months along with a documented disabling condition.
- B. Must have a chronic health condition/disabling factors of mental health/substance abuse and meet the DedicatedPlus admission criteria.
- C. Independent in activities of daily living (ADLs) and medication administration.
- D. Have an acute medical condition with an identifiable end point of care.
- E. Independent in mobility (individual can ambulate with assistive devices such as walkers, wheelchairs, cane, crutches).
- F. Willing to see medical and community staff and comply with medical recommendations in accordance with treatment plans (Harm reduction methods will be incorporated with treatment plans).
- G. Medically and psychiatrically stable, patient must be ready for discharge to independent living and cannot be suicidal or homicidal.
- H. Participants must have the desire to be housed through this program, in which Housing First and Harm Reduction approaches will be practiced.

#### **5.0 Services**

The purpose of this section is to provide a description of the services the PROVIDER and COUNTY are responsible to deliver.

COUNTY supports community standards and expectations as identified in HLCP Guiding Principles and Quality Practices guidance. COUNTY expects all agencies, including PROVIDER, to have an understanding of and implement Quality Practices to the best of their abilities while meeting the minimum expectations as defined in these documents.

The PROVIDER is expected to provide intensive case management and permanent housing to at least **100** medically fragile or disabled individuals and families experiencing homelessness through utilization of 95 permanent supportive housing units on any given night to overcome medical, mental health and/or substance abuse issues. PROVIDER will accept clients discharged from the hospitals that meet the admission criteria and utilize appropriate consent for program services and authorization to release information in accordance with all applicable program guidelines.

PROVIDER will:

- A. Move households/individual to self-sufficiency through the following case planning steps:
  - 1. Assessment: determine a person's eligibility, current and potential strengths, weaknesses and needs. Use the Coordinated Housing Assessment Tool (CHAT) or other SNH CoC approved tool for assessment and coordinated access.
  - 2. Planning: develop a specific, comprehensive, individualized treatment and service plan.
  - 3. Linkage: refer or transfer clients to necessary services and treatments and informal support systems.
  - 4. Monitoring: conduct ongoing evaluations of clients' progress and needs.
  - 5. Client advocacy: intercede on behalf of a specific client or class of clients to ensure equity and appropriate services.

6. Housing: transition households from homelessness and provide permanent supportive housing that is scattered-site using a Housing First Approach to assist clients with locating and securing housing, negotiating with landlords, obtaining, completing, submitting and tracking the status of housing subsidy applications, completing requests for rental assistance/eviction prevention, making referrals to community agencies for tenant rights legal matters, communicating with PSH developers, and providing any needed advocacy and support to retain housing.
7. Case management and supportive services: provide access to life skills, job training, substance abuse services, mental health services, medical services, employment services, transportation, and other related services:
  - a. Benefits Establishment: assessing the financial status of clients, identifying benefits to which clients may be entitled (e.g., Supplemental Security Income [SSI], Supplemental Security Disability Income [SSDI], Medicare, Medicaid) and performing all actions including advocacy to ensure entitlements are established.
  - b. Employment and Education: using a supported employment and supported education approach to assist clients with locating and securing employment, volunteer and/or educational opportunities and providing necessary ongoing supports and advocacy to help clients retain their employment, volunteer work or school enrollment.
  - c. Income: increasing economic opportunities & self-sufficiency for chronically homeless households by collaborating with agencies.
  - d. Life Skills: assisting with gaining, restoring, improving or maintaining daily independent living (including budgeting/money management), social/leisure and personal hygiene skills.
  - e. Transportation: assisting with transportation, as needed, to clients by means of bus fare/pass, agency vehicle(s), or private vendor.
- B. Dedicate a caseload of one (1) case manager at a maximum of fifteen (15) highly vulnerable, medically fragile households experiencing homelessness with supportive housing through rental assistance resources provided by HUD grant Continuum of Care funding for the PROGRAM while grant funds are available.
- C. Develop a case management plan for all participants as soon as possible. Discharge plan shall be updated on a monthly basis or more frequently as appropriate.
- D. Coordinate with all service providers to assist clients with all appropriate treatment plans.
- E. Conduct multi-disciplinary case conference at a minimum of one time per month that reviews the health, psychosocial and discharge plans of all clients. The case conferences shall include staff directly involved with the client.
- F. Conduct team meetings that include COUNTY program leads, when necessary, to review and coordinate medical, housing, and psychosocial needs and available resources and a plan for a timely discharge.
- G. Implement case plans to include life skills that address personal self-care, task function, communication, and community.
- H. Provide follow-up to clients who exit the program that consist of:
  1. Developing a follow-up plan for each client to determine topics of importance to address in order to support transition to permanency. This is done by the ICM identifying outcomes to assess client's characteristics associated with the outcomes; service characteristics and other factors that may influence clients' success.
  2. Determining timing of follow-up: Follow-up is conducted at 30-, 60-, and 90-day intervals and recorded in CMIS/HMIS. The sooner clients are contacted after departure from the program, the easier it is to locate and evaluate his/her progress. An agreed upon schedule is developed with the ICM and client to support follow-up notification.
  3. Informing clients about the need for follow-up: As a regular practice, clients are informed during service delivery that the program would like to find out how they are doing at regular intervals after discharge to help support successful transitions.
  4. Obtaining current contact information: Assessment forms prompt case management staff to periodically update contact information, both while receiving service and after completion.

5. Establishing good relationships with clients: Good rapport with clients during service provision is vital in gaining cooperation with the follow-up process.
6. Discussing follow-up procedures with clients at exit.
7. Maintaining contact with clients while in follow-up.
8. Offering client incentives for participating: Incentives are key to participation and helps with achieving credible performance benchmarks.
9. Analyzing and reporting follow-up outcomes: Analysis of data allows staff to better understand the impact the program has had on the client over a period of time.

The final stage of the HL program is to assist clients who are able and who voluntarily choose to live in the community without intensive services. The Moving On Initiative supports these clients as they positively exit supportive housing and move into self-sufficiency.

### **COUNTY Service Responsibilities**

- A. Serve as the Program Manager for the PROGRAM with the primary responsibility of organizing meetings and facilitating communication among partnering and contracted agencies.
- B. Participate as the fiscal agent for the HUD Continuum of Care grant funding to facilitate subcontracts with direct service provider, HELP of Southern Nevada.
- C. Provide documentation of all match cost, billing, and fiscal transactions for PROGRAM,
- D. Utilize additional funding resources provided by PROVIDER to enhance HELP of Southern Nevada's Healthy Living Consolidated Project Intensive Case Management Contract with additional resources.
- E. Submit all HUD-required documentation in a timely manner including eLOCCS drawdowns on at least a quarterly basis, annual progress reports within 90 days of program end dates, and other documentation requested by Federal Program Officer.
- F. Consult with PROVIDERS on annual application process and desire to continue the PROGRAM. Discussion will also include increasing/decreasing costs associated with serving clients and capacity to increase/decrease the number of clients enrolled in the program.

### **6.0 Responsibilities of PROVIDER**

The purpose of this section is to provide a description of how the PROVIDER is expected to utilize the allocated funding to provide the highest quality of service based on HUD guidelines and monitoring standards set forth to meet the necessary service provisions of the grant.

The PROVIDER will:

- A. Ensure the operation of the PROGRAM is in accordance with the provisions of the Continuum of Care Program regulation 24 CFR 578; Code of Federal Regulations/Title 24 – Housing and Urban Development/ Vol. 3 /2017-04- 01230; and title IV of the McKinney-Vento Homeless Assistance Act, as amended by the HEARTH Act of 2009.
- B. Participate in coordinated entry: The community has developed a coordinated entry system that may be staffed by a third party. PROVIDER must participate and receive referrals from the coordinated entry system. Households with the highest need and vulnerability will be prioritized for program entry.
- C. Housing will include scattered-site rental units that are appropriate for the households/individuals that can be retained by the households/individuals after they exit the program. All units must pass Housing Quality Standards or other habitability standards set forth by HUD>
- D. Actively participate in Continuum of Care and community planning to end homelessness: This includes actively participating in the Continuum of Care meetings and annual Point-In-Time counts. PROVIDER must work collaboratively with community and other providers serving clients to minimize duplication of services and maximize utilization of available resources.
- E. Participate in Homeless Management Information System (CMIS/HMIS): PROVIDER will enter data in a timely manner into CMIS/HMIS in alignment with the Nevada HMIS Data Quality Plan.

F. Regularly report performance: PROVIDER will be responsible for reporting on outcomes including reducing the length of homelessness episodes, increasing exits to permanent housing, and reducing returns to homelessness.

G. Additional Responsibilities:

1. Employ management, staff, and volunteers with sufficient technical knowledge, skill, and expertise necessary to provide the services while ensuring appropriate staff to client ratios. Staffing should be comprised of a multi-disciplinary team.
2. Be available for consultation regarding the operation and progress of the PROGRAM with all parties to the funding agreement and at other reasonable times with advance notice as to not conflict with PROVIDER's other responsibilities.
3. Enter and update agency and program information into Nevada 2-1-1 prior to the commencing of each year of services. A copy of the listing must be provided to the COUNTY's authorized representative.
4. Enter real-time client service information into CMIS/HMIS (to include recording the client's location on the Location tab and contact information on the Contact tab whenever possible); and complete reports in County designated reporting portal by the 15th of each month. Monthly reports will be generated from data collected in CMIS/HMIS.
5. Maintain PROGRAM policies and procedures that reflect current practices, align with HUD expectations, and are adhered to by PROGRAM staff.
6. Establish such fiscal and accounting procedures necessary to ensure the proper disbursement of, and account for grant funds in order to ensure that all financial transactions are conducted. Maintain financial records pertaining to all matters relative to the contract in accordance with standard accounting principles and procedures and retain all records and supporting documentation applicable for a period of five (5) years upon completion of contract, or termination of contract, whichever comes first. Delineate how multiple funding sources for services are allocated appropriate for its designated intended service. All such records relating to any analysis or audit performed relative to the contract shall be retained for five (5) years after such analysis or audit has been performed and any findings have been resolved. In the event that PROVIDER no longer operates in Nevada, it shall be required to deliver a copy of all records relating to the contract with the COUNTY to be retained by the COUNTY and PROVIDER.
7. PROVIDER must submit to COUNTY'S authorized representative a monthly invoice by the 15<sup>th</sup> calendar day of each month for the previous month's services, which includes documentation of services provided via housing census reports from CMIS/HMIS or comparable DV database for DV shelters, the fee for each unit of service, and the total amount requested to support the PROGRAM.
8. PROVIDER shall provide written notice to COUNTY of any program changes during the lifecycle of the contract for which COUNTY'S funds are allocated under the provisions of resolution(s) to be approved and adopted between COUNTY and PROVIDER.
9. PROVIDER is responsible to participate with the COUNTY within the local Continuum of Care (CoC) in further development of improved provision of homeless case management and housing services. This includes collaboration with other homeless service providers to minimize duplication of service and maximize utilization of available resources.
10. PROVIDER agrees to ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in maintaining facilities and providing supportive services for the PROGRAM.

**PROVIDER shall certify to:**

- A. Maintain the confidentiality of records pertaining to any individual or family that is provided domestic violence prevention or treatment services through the PROGRAM;
- B. Ensure the address or location of any domestic violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such PROGRAM;
- C. When applicable, to take the educational needs of children into account when families are placed in housing and, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;

- D. When applicable, to designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including any early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of the title VII of the Act;
- E. Ensure that the PROVIDER, its officers, and employees are not debarred or suspended from doing business with the Federal Government;
- F. Provide information, such as data and reports, as required by HUD;
- G. Follow the written standards and quality practices for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in 24 CFR §578. 7(a)(9); and
- H. Comply with such other terms and conditions as HUD may have established in the applicable Notice of Funding Opportunity.

**PROVIDER will perform activities to ensure proper PROGRAM administration, including, but not limited to the following:**

- A. Perform all eligibility determination and documentation.
- B. Record all client service transactions, case notes, and supporting documentations as applicable, as close to real-time as possible and in accordance with data quality standards per the Nevada HMIS Data Quality Plan.
- C. Track all data and performance results specific to evidenced based practices and client outcomes.
- D. Ensure all appropriate staff is trained in relevant best practices.
- E. Ensure all appropriate staff is trained in and understand CMIS/HMIS utilization expectations.
- F. Ensure incident management measures are in place to identify, analyze, and correct hazards to minimize adverse impact on operations.

## 7.0 Performance Outcomes

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

<b>Outcome #1 (HOUSING):</b> Clients experience increased housing stability resulting in a reduced likelihood of homelessness, leading toward self-sufficiency.	
<b>Major Tasks Necessary to Realize Outcomes (Activities):</b>	<b>Output Resulting from Tasks:</b>
Staff will annually assess clients for specific needs and work together to search for subsidized or unsubsidized housing using Housing First and other harm reduction methods.	Number of annual assessments administered
ICM (Intensive Case Manager) will conduct housing search and counseling activities to assist clients in their transition to permanent housing.	Number of property services provided (housing quality standard inspections, environmental reviews, housing search and counseling assistance, follow-up, etc.)
<b>Target &amp; Indicator:</b> 80% will remain in housing at the end of the operating year or exit to permanent housing (subsidized or unsubsidized) during the operating year.	
<b>Outcome Measurements:</b> CMIS/HMIS – Number of clients that are stably housed at the end of the operating year. (Client follow-up to include home visits and well checks, documentation into CMIS/HMIS).	

<b>Outcome #2 (INCOME):</b> Clients achieve increased financial stability, leading toward self-sufficiency.	
<b>Major Tasks Necessary to Realize Outcomes:</b>	<b>Output Resulting from Tasks:</b>
Staff will assess client's financial situation to determine potential for financial and mainstream benefits.	Number of annual income assessments administered
ICM will assist clients in applying for supports that increase their income and assist clients in improving their employment situation where appropriate.	Number of employment training services provided Number of SNAP services provided Number of SOAR services provided
<b>Target &amp; Indicator:</b> 75% will maintain or increase income (from all sources) at the end of the operating year or program exit.	
<b>Outcome Measurements:</b> CMIS/HMIS – Number of clients who maintain or increase their income prior to exiting the program. (Client follow-up and documentation into CMIS/HMIS).	

<b>Outcome #3 (MEDICAL):</b> Clients experience increased medical stability, leading toward self-sufficiency.	
<b>Major Tasks Necessary to Realize Outcomes:</b>	<b>Output Resulting from Tasks:</b>
ICM will assess and screen clients for medical needs and make appropriate referrals, and support clients in improving and maintaining their medical stability.	Number of assessments administered Number of medical services provided
<b>Target &amp; Indicator:</b> 62% of clients referred to medical treatment will receive medical care treatment.	
<b>Outcome Measurements:</b> CMIS/HMIS – Number of clients referred for medical services that obtain treatment. Note: treatment compliance is not a condition of housing or services (Client follow-up and documentation into CMIS/HMIS).	

<b>Outcome #4 (MENTAL HEALTH):</b> Clients attain increased mental health stability, leading toward self-sufficiency.	
<b>Major Tasks Necessary to Realize Outcomes:</b>	<b>Output Resulting from Tasks:</b>
Licensed clinician will assess clients for mental health needs. ICM will make appropriate referrals and support clients in improving and maintaining their mental health stability.	Number of assessments administered Number of mental health services provided
<b>Target &amp; Indicator:</b> 70% referred to mental health treatment will receive treatment.	
<b>Outcome Measurements:</b> CMIS/HMIS – Number of clients referred to mental health treatment that obtain treatment. Note: treatment compliance is not a condition of housing or services (Client follow-up and documentation into CMIS/HMIS).	

<b>Outcome #5 (ALCOHOL/SUBSTANCE ABUSE TREATMENT):</b> Clients experience healthier functioning as a result of a reduction associated with alcohol/substance abuse, leading toward self-sufficiency.	
<b>Major Tasks Necessary to Realize Outcomes:</b>	<b>Output Resulting from Tasks:</b>
Licensed staff will assess clients for alcohol/substance abuse and treatment options. ICM will make appropriate referrals and support clients in improving and maintaining their substance abuse treatment plans.	Number of assessments administered. Number of substance abuse services provided
<b>Target &amp; Indicator:</b> 50% referred to alcohol/substance abuse treatment will receive treatment.	
<b>Outcome Measurements:</b> CMIS/HMIS – Number of clients referred to alcohol/substance abuse treatment that obtain treatment. Note: treatment compliance is not a condition of housing or services (Client follow-up and documentation into CMIS/HMIS).	

<b>Outcome #6 (SELF-SUFFICIENCY DEVELOPMENT):</b> Clients have an improved transition to independent living and self-sufficiency, through assistance that reduces barriers to self-sufficiency.	
<b>Major Tasks Necessary to Realize Outcomes:</b>	<b>Output Resulting from Tasks:</b>
ICM will assess and screen for life skill self-sufficiency levels and make appropriate referrals to supports that will help improve life skills.	Number of assessments administered Number of life skills training services provided
<b>Target &amp; Indicator:</b> 70% will improve self-sufficiency skills	
<b>Outcome Measurements:</b> CMIS/HMIS – Number of life skills training services provided to clients (Client follow-up and documentation into CMIS/HMIS).	

<b>Outcome #7 (DATA QUALITY):</b> Data quality is improved through complete, accurate, and current client records.	
<b>Major Tasks Necessary to Realize Outcomes:</b>	<b>Output Resulting from Tasks:</b>
Staff will enter program participant information into CMIS/HMIS as completely as possible, completing all data fields possible.	Number of complete client profiles (complete data fields)
Staff notes will maintain case notes and client contact information in CMIS/HMIS in a current timely manner.	Number of client records that reflect a case plan as well as monthly service and transaction.
<b>Target &amp; Indicator:</b> 80% possible points scored in CMIS/HMIS Participation and Data Quality section of CMIS/HMIS Performance Monitoring Report.	
<b>Outcome Measurements:</b> CMIS/HMIS – Points scored per scoring logic associated with CMIS/HMIS Participation and Data Quality section of Performance Monitoring Report.	

## 8.0 Quality Assurance

- A. An annual progress report describing the PROGRAM'S progress and activity is due within 90 days of the end of a PROGRAM year. This report will be generated from CMIS/HMIS and grant County designated reporting portal as well as feedback in cooperation with the COUNTY to respond to the reporting requirements of HUD.

- B. Monthly and quarterly reports describing the PROGRAM'S progress and activity may be required by the funder. Reports will be generated using information entered into CMIS/HMIS and grant County designated reporting portal.
- C. PROVIDER shall implement a quality assurance plan component to facilitate client feedback on quality of services, which must include at least one of the following: client satisfaction surveys during and at the completion of service delivery; development of a client advisory council which has the ability to meet on a regular basis to discuss service delivery issues; and/or regularly scheduled opportunities to meet with agency leadership to discuss programs. PROVIDER shall submit a written procedure for implementing the client feedback mechanism(s), and report on its progress quarterly when submitting monthly reports.
- D. CCSS will evaluate the PROVIDER'S performance under this contract on a regular basis. Such evaluation shall include assessing the PROVIDER'S compliance with all contract terms and performance standards and may occur monthly, quarterly, semi-annually, and/or annually.
- E. Client outcomes (measures of what happens to participants after receiving the service) will be reported with focus on the service provision areas; outcomes address stability in the areas of housing, income, medical, mental health, substance treatment, and overall self-sufficiency.
- F. PROVIDER must submit status reports to support the program services and salary expenses and benefit realized by the COUNTY for PROGRAM support. A standard reporting format will be generated in CMIS/HMIS, in addition to a narrative section regarding program highlights.
- G. PROVIDER is expected to strive toward maintaining a 100% CMIS/HMIS participation and data quality standard.

#### **9.0 Performance Requirements**

- A. Enter real-time client service information in the Homeless Management Information System (CMIS/HMIS) database (to include recording the client's location on the Location tab and contact information on the Contact tab whenever possible); and complete reports in grant County designated reporting portal 0 by the 15<sup>th</sup> of each month;
- B. Number of clients referred by the hospital or Veterans Administration who were referred for services but could not be served by the program and the reason(s) why;
- C. Number of ongoing clients served by the PROVIDER by the referring entities;
- D. Number of new clients served by the PROVIDER by the referring entities;
- E. Number of clients that have a mental illness and/or substance abuse issue and/or a history of incarceration;
- F. Number of clients that have returned to the emergency room and/or had an inpatient stay within a six (6) month period;
- G. Number of clients who were referred to and received an appointment date and time with a primary healthcare provider and how long a period was it from the appointment request to the actual appointment;
- H. Number of clients who were referred and linked to mental health, substance abuse treatment or other supportive services and status of these referrals/linkages for these clients;
- I. Number of clients who were approved for SSI/SSDI;
- J. Number of clients actively participating in the SOAR process;
- K. Number of clients self-selected out of the program, including the number of days in services and the reason(s) why they did not continue to participate; Number of clients eighteen (18) or older that maintained or increased their total income (from all sources) as of the end of the program operating year or program; and
- L. Other items determined to be pertinent to the assessment of the program.

#### **10.0 Compensation**

- A. Upon compliance with the requirements on this Contract, PROVIDER shall be compensated based on the line-item budget as outlined in the Budget section below.



### 11.0 Budget

The table below reflects budget categories that correspond to the scope of work:

<b>Budget Categories Healthy Living Consolidated Project</b>
Rental Assistance
Supportive Services
Administrative Costs

### 12.0 HUD Award Information

If this grant is funded by a federal grant, the following information should be provided to the subrecipient on an annual basis.

HUD award identification number	
Date HUD signed the award	
Subaward period of performance:	mm/dd/yy – mm/dd/yy
Subrecipient	
Subrecipient's UEI	
Total Federal award committed to the subrecipient	\$
Total Federal funds obligated to the subrecipient	\$
CFDA	
Name of HUD program	
Closeout terms and conditions	

**EXHIBIT B**  
**HEALTHY LIVING FOR MEDICALLY FRAGILE INDIVIDUALS/FAMILIES EXPERIENCING**  
**HOMELESSNESS**  
**INSURANCE REQUIREMENTS**

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

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. PROVIDER 'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER 'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. *If the deductible is "zero" it must still be referenced on the certificate.*
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and **any auto** used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- I. **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.
- J. **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.
- K. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- L. **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.
- M. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

- N. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4<sup>th</sup> Floor, Las Vegas, Nevada 89155
- O. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
  2. PROVIDER'S name, complete address, phone and fax numbers.
  3. Insurance Company's Best Key Rating
  4. Commercial General Liability (Per Occurrence)
    - (A) Policy Number
    - (B) Policy Effective Date
    - (C) Policy Expiration Date
    - (D) Each Occurrence (\$1,000,000)
    - (E) Personal & Advertising Injury (\$1,000,000)
    - (F) General Aggregate (\$2,000,000)
  5. Automobile Liability (Any Auto)
    - (G) Policy Number
    - (H) Policy Effective Date
    - (I) Policy Expiration Date
    - (J) Combined Single Limit (\$1,000,000)
  6. Worker's Compensation
  7. Description: CBE NO. 607100-24 HEALTHY LIVING FOR MEDICALLY FRAGILE INDIVIDUALS/FAMILIES EXPERIENCING HOMELESSNESS (must be identified on the initial insurance form and each renewal form).
  8. 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
  9. Appointed Agent Signature to include license number and issuing state.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
			X				PERSONAL & ADV INJURY	\$(E) 1,000,000
							GENERAL AGGREGATE	\$(F) 2,000,000
							PRODUCTS - COMP/OP AGG	\$
		GEN'L AGGREGATE LIMIT APPLIES PER:					DEDUCTIBLE MAXIMUM	\$ 25,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
5.	AUTOMOBILE LIABILITY			(G)	(H)	(I)	COMBINED SINGLE LIMIT (Ea accident)	\$(J) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS		X				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>		N/A			E.L. EACH ACCIDENT	\$
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**7. CBE NO.607100-24; HEALTHY LIVING FOR MEDICALLY FRAGILE INDIVIDUALS/FAMILIES EXPERIENCING HOMELESSNESS**

<b>8. CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
CLARK COUNTY, NEVADA C/O PURCHASING AND CONTRACTS DIVISION GOVERNMENT CENTER, FOURTH FLOOR 500 S. GRAND CENTRAL PARKWAY P.O. BOX 551217 LAS VEGAS, NV 89155-1217	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>9. AUTHORIZED REPRESENTATIVE</b>

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

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

Name of Person or Organization:

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

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

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

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

**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. 607100-24, entitled HEALTHY LIVING FOR MEDICALLY FRAGILE INDIVIDUALS/FAMILIES EXPERIENCING HOMELESSNESS
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.