

## CLARK COUNTY, NEVADA

### RFP NO. 606876-23 MENTAL HEALTH SERVICES

<b>MENTAL HEALTH SERVICES FOR JUVENILES</b>
NAME OF FIRM
Michelle McAninch
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
2980 S. Rainbow Blvd. Las Vegas, Nevada 89147
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 673-7462
(AREA CODE) AND TELEPHONE NUMBER
N/A
(AREA CODE) AND FAX NUMBER
<u><a href="mailto:michelleformica@aspiremhnv.com">michelleformica@aspiremhnv.com</a></u>
E-MAIL ADDRESS

606876-23  
MENTAL HEALTH SERVICES

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and MENTAL HEALTH, LLC (hereinafter referred to as PROVIDER), for MENTAL HEALTH SERVICES. (hereinafter referred to as PROJECT).

WITNESSETH:

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

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

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

**SECTION I: TERM OF CONTRACT**

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

**SECTION II: COMPENSATION AND TERMS OF PAYMENT**

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) and in accordance with the hourly rates listed therein Exhibit D. COUNTY'S obligation to pay PROVIDER cannot exceed the applicable rates in Exhibit A. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Progress

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

C. Terms of Payments

1. Each invoice received by COUNTY must include actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work and the Hourly Rates in Exhibit D. COUNTY agrees to maintain signed timesheets by PROVIDER and submit them to PROVIDER on the first business day of each month for the previous month's hours worked.
2. PROVIDER shall submit to COUNTY an invoice within fourteen (14) days of receiving signed timesheets from COUNTY.
3. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY.
4. 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. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
  - d. A "BUDGET SUMMARY COMPARISON" which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
  - e. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
- 5. 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.
  - 6. 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.
  - 7. 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.
  - 8. 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.
  - 9. Invoices shall be submitted to: Department of Juvenile Justice Service Health Care Services, Attn: Division Manager, 601 N. Pecos Road, Las Vegas, NV 89101, [rodrigu@ClarkCountyNV.gov](mailto:rodrigu@ClarkCountyNV.gov) and [Sheila.Scott@ClarkCountyNV.gov](mailto:Sheila.Scott@ClarkCountyNV.gov).
  - 10. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

**D. COUNTY'S Fiscal Limitations**

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

**SECTION III: SCOPE OF WORK**

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

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

- A. COUNTY may at any time 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, Alexa Rodriguez, Department of Juvenile Justice Services telephone number (702) 455-7954 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: Department of Juvenile Justice Services  
Health Care Division  
Attn: Division Manager  
601 North Pecos Road  
Las Vegas, NV 89101  
RodrigLu@ClarkCountyNV.gov

TO PROVIDER: Aspire Mental Health, LLC  
Attn: Michelle McAninch  
2980 S. Rainbow Blvd.  
Las Vegas, NV 89147

## **SECTION XII: MISCELLANEOUS**

### **A. Independent Contractor**

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

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

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

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

The 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.

PROVIDER shall also abide by contractual confidentiality required and shall not, under any circumstances, disclose any case information to any person who is not authorized by Health Care Services.

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. Background Checks for Criminal History and Substantiated Child Abuse or Neglect

PROVIDER shall comply with all background requirements outlined in the contract.

Any subsequent positive findings of child abuse or neglect, criminal arrests, charges and/or convictions of an employee having direct contact with children discovered after the initial background check described above shall be reported immediately to the Department of Juvenile Justice Services, Health Care Services. Immediately means within 24 hours or the next business day.

T. Price Adjustment Requests

Commencing on date of award, prices shall not be subject to change during the initial Contract term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of PROVIDER'S expectation of price increase commencement, to the Clark County, Nevada, Administrative Services Department, Purchasing Manager, 500 South Grand Central Parkway, Las Vegas, Nevada 89155. Price increases shall not be retroactive. A price adjustment can only occur if PROVIDER has been notified in writing of COUNTY'S approval of the new Price(s). Only one (1) written price adjustment request(s) will be accepted from PROVIDER per renewal term. The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.

Consumer Price Index (CPI): All Urban Consumer, U.S. city average. Series ID: CUSR0000SA0 will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of CPI change or **four (4)** percent for an increase or decrease.

☐ Suitable Proof:

Print-out of CPI index and calculated increase.

☐ **Drastic Market Conditions**

Should drastic market conditions occur which dictate a significant price increase of any line item(s) during the term of Contract, COUNTY may consider these increases in addition to the allowed increases, providing PROVIDER submits written documentation and suitable proof by line item to COUNTY requesting permission and explaining in detail the unforeseen circumstances predicated the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of the last price increase, to the date of performance by an amount exceeding **four (4)** percent. General industry correspondence with regards to market conditions are not suitable proof.

☐ **Price Decrease**

COUNTY shall receive the benefit of a price decrease to any line item at any time during the initial Contract term and for any subsequent term(s) if the decrease exceeds four (4) percent of Contract price. If, at the point of exercising the price adjustment provision, market media indicators show that the prices have decreased, and that ASK TYPE has not passed the decrease on to COUNTY, COUNTY reserves the right to place PROVIDER in default, terminate Contract, and such actions will reflect adversely against PROVIDER in determining the responsibility and non-responsibility of PROVIDER in future opportunities.

U. 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:

ASPIRE MENTAL HEALTH, LLC

By: Christine Michelle McAninch, LCSW 6553-C 03/11/2024  
Christine Michelle McAninch, LCSW 6553-C / Mar 11, 2024 11:27 PDT

CHRISTINE MICHELLE MCANNINCH, LCSW  
Clinical Director

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON  
District Attorney

By: Jason Patchett Mar 18, 2024  
Jason Patchett (Mar 18, 2024 09:46 PDT)

JASON B. PATCHETT  
Deputy District Attorney

\_\_\_\_\_  
DATE

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

### **MENTAL HEALTH SERVICES IN JUVENILE CORRECTIONAL FACILITIES.**

COUNTY is seeking comprehensive mental health services for Juveniles in COUNTY correctional facilities beginning at booking, throughout detainment and placement at Spring Mountain Youth Camp (SMYC). The Clark County Department of Juvenile Justice Services (DJJS) is a comprehensive public service agency that provides intervention services to achieve a safe community by providing interventions, guidance, and control to youths ages 18 and younger. An essential component of intervention is the appropriateness of mental health services that meet the individual needs of youth.

Juveniles in correctional facilities may have a wide range of mental health issues including, but not limited to, anxiety disorders, mood disorders, post-traumatic stress disorder, psychotic disorders, substance use disorders and behavior disorders. Juveniles may possess co-existing and or co-occurring issues related to mental health and substance abuse.

Such services are requested to be provided at DJJS Detention Center located at 651 N. Pecos Road, Las Vegas NV 89101 and SMYC which is located at 2400 Angel Peak Place, Las Vegas NV 89124. The Detention center is located East of the downtown area and SMYC is located in Mt. Charleston.

#### **Definitions:**

**QMHP- Qualified Mental Health Professional.** For the purpose of this Scope of Work, a QMHP is a Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, a Licensed Clinical Professional Counselor and a Licensed Clinical Alcohol and Drug Counselor. Interns are included under this definition with required active internship and board clinical supervision.

**MHTT- Mental Health Treatment Team.**

**MAYSI-2- Massachusetts Youth Screening Instrument.**

**CODED- Entering flags into the Family Tracs System that identify juvenile is on suicide watch.**

**SAFETY PRECAUTION- Suicide Watch**

#### **General Requirements:**

PROVIDER shall allocate a pool of Qualified Mental Health Professionals to meet the general requirements below and have the ability to meet the scheduling matrix.

**Mental Health Services.** PROVIDER shall provide mental health treatment to juveniles with acute, chronic, and general mental illness.

A. The type of mental health services to be provided shall include but are not limited to the following:

1. Suicide Risk Assessment
2. Suicide Prevention
3. Crisis Intervention
4. Psycho-Supportive Services
5. Intake and Assessment
6. Individual Therapy
7. Group Counseling
8. Substance Abuse Assessment and Treatment
9. Continuity of Care Planning



B. Mental Health Services in Booking:

1. Booking: PROVIDER shall ensure that a Qualified Mental Health Professional (QMHP) conducts face to face contact with juveniles who are in booking and in crisis. Prior to responding to Booking, the QMHP shall review the booking screen and any available information in the Family Tracs System.
2. If a juvenile who is scheduled to be released from booking is determined to be in immediate danger to self and/or others, the QMHP will be responsible to assist the legal guardian in facilitating an admission to a psychiatric facility and/or assisting in the arrangement of transporting the juvenile to a hospital emergency room.
3. If a juvenile is scheduled for release, is not in crisis, is coded, and/or a clinical referral is submitted, the QMHP is responsible for making contact with the juvenile's legal guardian to inform the legal guardian of the information obtained from the Booking Screening, the clinical referral and provide the legal guardian with community resources that include crisis intervention services. Community resources are to be provided to the legal guardian verbally and documented in the Family Tracs System.

C. Mental Health Services in Detention:

1. QMHP are responsible for printing out the suicide watch report from the Family Tracs System, periodically throughout the day.
2. QMHP is responsible for reviewing referrals in the clinical dashboard of the Family Tracs System, periodically throughout the day.
3. QMHP is responsible for reviewing all the Massachusetts Youth Screening Instrument (MAYSI-2) that identify a warning or caution on any of the scales, the completion of prior MAYSY-2 Assessments, and determining the mental health needs of juveniles in the detention facility who are on the suicide watch report and/or there is a referral in the clinical dashboard.

D. QMHP shall complete a MAYSI assessment on all juveniles who score a Caution above a 1 on the suicide scale and a Warning on any of the scales of the MAYSI-2 Screening Tool to determine mental health needs that include but are not limited to if a juvenile is currently a danger to self and/or others, has a history of suicide attempts, suicide ideation, has a trauma history, is at risk for trafficking, and has substance abuse issues.

1. QMHP is responsible for gathering accurate mental health information from youth and collaterals to make appropriate clinical decisions.
2. QMHP is responsible for ensuring that juveniles are placed on suicide watch and appropriately coded in the Family Tracs system if the assessment deems the youth to be at risk of danger to self.
3. QMHP is responsible for facilitating an admission to a licensed psychiatric hospital for juveniles whose psychiatric needs exceed the treatment capability of the facility.
4. QMHP is responsible for assessing juveniles who are on suicide watch daily to determine if juvenile continues to meet the need for safety precautions.
5. QMHP shall provide suicide risk assessment, suicide prevention, and crisis intervention seven (7) days a week, including holidays, in person.
6. QMHP shall provide all other therapeutic services seven (7) days a week, including holidays in person.
7. QMHP shall provide continuity of care to juveniles committed to the state, being released back to the child welfare agency or the community with their parent/legal guardian. Continuity of Care includes but is not limited to informing the receiving agency, parent/legal guardian of the youth's mental health needs, providing referrals and/or clinical recommendations.

E. Mental Health Services at SMYC:

1. QMHP is responsible for providing individual therapy to youth who are placed at SMYC and Court ordered to participate in treatment;
  - i. Prior to rendering services, QMHP must complete a comprehensive mental health assessment, if one does not exist, and create a treatment plan with measurable goals. If a mental health assessment does exist, QMHP is responsible for reviewing assessment and incorporating the information into the assessment being completed.
  - ii. A treatment plan shall be completed five (5) business days after initial assessment.
  - iii. A discharge summary must be completed seven (7) calendar days prior to youths scheduled release from SMYC.
2. QMHP is responsible for completing a substance abuse assessment and treatment to youth placed at SMYC who have been Court Ordered to receive such services;
  - i. Prior to rendering services, the QMHP must complete a substance abuse assessment that informs the assessor that the youth meets criteria for treatment.
  - ii. QMHP shall utilize evidence based and validated screening tools as part of the assessment.
  - iii. QMHP shall complete a comprehensive report of the assessment.
  - iv. QMHP shall complete a treatment plan five (5) business days after initial assessment.
  - v. QMHP shall complete a discharge summary seven (7) calendar days prior to youths scheduled released from SMYC.

F. Standards for Mental Health Services

1. PROVIDER shall provide mental health services that is evidence based and consistent with the needs of juveniles in a correctional setting while emphasizing identification, prevention, early intervention, and voluntary treatment of mental health disorders with the goal of increasing stability, adjustment, and reducing the frequency and duration of episodes of serious mental illness.
  - a. Evidence based practice and interventions is the required utilization of treatment strategies that support existing data demonstrating positive effects and proven to work.
2. PROVIDER agrees that its QMHP employees allocated to this Contract shall have a variety of assessment skills, training, expertise, and licensing to conduct comprehensive mental health assessment, substance abuse assessment, suicide risk assessments, crisis intervention, safety planning, individual and group counseling; ability to develop and carry out program discharge and aftercare plans; case management services that include, but are not limited to preparing written reports, treatment plans and monitoring and documenting progress in relation to treatment. Provide youth and family with community referrals that address family needs. Ability to work directly with juveniles, probation officers, external partners, and Health Care Services to develop goals, objectives, and making adjustments to treatment, as needed.
3. PROVIDER agrees that all QMHP's employed or retained to provide mental health services under this Contract shall have at a minimum a Master's Degree in counseling, social work, or a related field and have one or more of the following licenses and/or clinical internship licenses:, LCSW (Licensed Clinical Social Worker), LMFT (Licensed Marriage and Family Therapist), or LCPC (Licensed Clinical Professional Counselor) as approved by their respective boards. LCADC (Licensed Clinical Alcohol and Drug Counselors must be dually licensed with a LCSW, LMFT or LCPC. Interns are allowed to perform work under this contract with confirmation of internship licensure and clinical supervision, as required by the respective board of licensure.

**Training:**

1. All QMHP staff allocated to this Scope of Work will be trained on the work responsibilities, job functions, and expectations of the services provided to youth in detention and SMYC by the Health Care Services Manager and/or designee.
2. All QMHP's identified in this Scope of Work must complete required and assigned DJJS specific trainings by given due date.
3. All QMHP's identified in this Scope of Work must be in compliance with their continued education credits required by their respective boards to maintain licensure.

**Supervision:**

1. All QMHP's allocated to this Scope of Work will be under the direct supervision of County employed clinical supervisors and division Manager.

**Communication and Collaboration:**

1. PROVIDER and COUNTY shall maintain consistent and effective communication and collaboration with one another.
2. PROVIDER shall communicate program updates or changes immediately no later than 24 hours that include: staffing changes, programmatic changes, and new program services being offered, or any other material changes in providers organization that may affect PROVIDER'S ability to serve juveniles in detention and SMYC.
3. PROVIDER shall meet with the Health Care Services Manager and/or their designee on a bi-weekly basis to discuss services being provided to juveniles in detention and SMYC.
4. PROVIDER shall communicate any challenges and/or concerns impacting the ability to provide services under this Contract to the Health Care Services Manager immediately, no later than 24 hours upon identifying the issue.
5. PROVIDER must require that its QMHP staff participate in all DJJS required trainings and continuing education trainings to maintain professional licensure in the State of Nevada.

**Information System and Documentation:**

1. PROVIDER agrees to utilize an Information System that will be provided by the COUNTY for purposes specified in this Contract regarding services in Detention. The PROVIDER agrees to utilize such a system(s) only for the purposes specified in this Contract. PROVIDER further agrees that all data and/or information in the Information System is the sole and exclusive property of the COUNTY and must be surrendered to COUNTY at the expiration or termination of this Contract or upon demand of COUNTY.
2. PROVIDER shall be responsible for ensuring that all interactions and interventions with juveniles in Detention is documented within the IS system.
3. PROVIDER shall comply with COUNTY'S Electronic System provided by the COUNTY that will store all assessments, treatment plans and progress notes for youth receiving treatment at SMYC.

**Staffing:**

1. PROVIDER shall provide coverage as outlined below. Any changes must be approved and agreed to by COUNTY.
2. PROVIDER and COUNTY will agree on an increase or decrease of coverage hours, as needed.
3. PROVIDER shall be responsible that all shifts are covered as scheduled.
4. Therapist 1-4 will be assigned to Booking and Detention. Therapist 5 and 6 will be assigned to SMYC.

Detention Schedule Matrix								
PROVIDER	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Therapist 1 (QMHP)	8:00 AM – 5:00 PM	8:00 AM – 5:00 PM	8:00 AM – 5:00 PM	8:00 AM – 5:00 PM	8:00 AM – 5:00 PM	8:00 AM – 5:00 PM	8:00 AM – 5:00 PM	63
Therapist 2 (QMHP)	10:00 AM- 7:00 PM	10:00 AM- 7:00 PM	10:00 AM- 7:00 PM	10:00 AM- 7:00 PM	10:00 AM- 7:00 PM	10:00 AM- 7:00 PM	10:00 AM- 7:00 PM	63
Therapist 3 (QMHP)	12:00 PM- 9:00 PM	12:00 PM- 9:00 PM	12:00 PM- 9:00 PM	12:00 PM- 9:00 PM	12:00 PM- 9:00 PM	12:00 PM- 9:00 PM	12:00 PM- 9:00 PM	63
Therapist 4 (QMHP)	8:30 AM- 4:30 PM	8:30 AM- 4:30 PM	8:30 AM - 4:30 PM	8:30 AM - 4:30 PM	8:30 AM - 4:30 PM			40
TOTAL								229

SMYC Schedule Matrix								
PROVIDER	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Therapist 5 (QMHP)	10:00 AM- 6:00 PM		10:00 AM- 6:00 PM		10:00 AM- 6:00 PM			24
Dually Licensed Therapist (QMHP)		10:00 AM- 6:00 PM		10:00 AM- 6:00 PM				16
Total								40

QMHP's assigned to SMYC may have a hybrid schedule approved by COUNTY.

**EXHIBIT B  
MENTAL HEALTH SERVICES  
INSURANCE REQUIREMENTS**

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

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

- M. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- N. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4<sup>th</sup> Floor, Las Vegas, Nevada 89155
- P. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
  2. PROVIDER'S name, complete address, phone and fax numbers.
  3. Insurance Company's Best Key Rating
  4. Commercial General Liability (Per Occurrence)
    - (A) Policy Number
    - (B) Policy Effective Date
    - (C) Policy Expiration Date
    - (D) Each Occurrence (\$1,000,000)
    - (E) Personal & Advertising Injury (\$1,000,000)
    - (F) General Aggregate (\$2,000,000)
  5. Automobile Liability (Any Auto)
    - (G) Policy Number
    - (H) Policy Effective Date
    - (I) Policy Expiration Date
    - (J) Combined Single Limit (\$1,000,000)
  6. Worker's Compensation
  7. Professional Liability
    - (K) Policy Number
    - (L) Policy Effective Date
    - (M) Policy Expiration Date
    - (N) Aggregate (\$1,000,000)
  8. Description: RFP 606876-23 Mental Health Services (must be identified on the initial insurance form and each renewal form).
  9. Certificate Holder:

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



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

<b>PRODUCER</b>  <b>1. INSURANCE BROKER'S NAME</b> 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	
<b>INSURED</b>  <b>2. PROVIDER'S NAME</b> ADDRESS PHONE & FAX NUMBERS	INSURER A:	<b>3.</b>  Company's Best Key Rating
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

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

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

**8. RFP NO.606876-23; MENTAL HEALTH SERVICES**

**9. CERTIFICATE HOLDER****CANCELLATION**

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

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

**10. AUTHORIZED REPRESENTATIVE**

@ 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

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

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP NUMBER AND CONTRACT NAME:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

Name of Person or Organization:

CLARK COUNTY, NEVADA  
C/O PURCHASING & CONTRACTS DIVISION  
500 S. GRAND CENTRAL PKWY 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 RFP No. 606876-23, entitled MENTAL HEALTH SERVICES
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

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

Signature \_\_\_\_\_

State of Nevada       )  
                                  )ss.  
County of Clark       )

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ (name of person making statement).

Notary Signature

STAMP AND SEAL

**EXHIBIT C  
SUBCONTRACTOR INFORMATION**

**DEFINITIONS:**

- MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically challenged, and where gross annual sales does not exceed \$2,000,000.
- VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.
- DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.
- EMERGING SMALL BUSINESS (ESB): Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77<sup>th</sup> Legislative session as a result of AB294.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

1. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET  
☐ DVET ☐ ESB
2. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET  
☐ DVET ☐ ESB
3. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET  
☐ DVET ☐ ESB
- ☐ No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.

**EXHIBIT D**  
**MENTAL HEALTH SERVICES**  
**Hourly Rates**

<b>Mental Health Services in Detention and Spring Mountain Youth Camp</b>	<b>Hourly Price</b>
<b>(INTERN)</b> Licensed Clinical Social Work, Clinical Professional Counselor or Marriage and Family Intern	\$100.00
Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, and Licensed Clinical Professional Counselor	\$102.00
Dually Licensed Therapist: Licensed Alcohol and Drug Counselor and Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, and Licensed Clinical Professional Counselor	\$104.00