

**CLARK COUNTY, NEVADA
JUVENILE ASSESSMENT CENTER
RFQ NO. 606252-22**

EAGLE QUEST
NAME OF FIRM
Dave Doyle, Director of Operation
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
3680 North Rancho Drive Las Vegas, Nevada 89130
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 646-5437
(AREA CODE) AND TELEPHONE NUMBER
(702) 396-4193
(AREA CODE) AND FAX NUMBER
ddoyle@eaglequest.us.com
E-MAIL ADDRESS

JUVENILE ASSESSMENT CENTER

This Contract is made and entered into this _____ day of _____ 2024, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and EAGLE QUEST (hereinafter referred to as PROVIDER), for Juvenile Assessment Center (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, 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 pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) and Fee Schedule (Exhibit D) for not-to-exceed amount of \$3,036,854.88 annually. COUNTY'S obligation to pay PROVIDER cannot exceed the fixed fee not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted, so the entire PROJECT is completed for the said fee.

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

6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted to: Vasiliki.Andrews@ClarkCountyNV.gov and 601 North Pecos Road, Las Vegas, Nevada 89101.
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.

C. COUNTY'S Fiscal Limitations

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

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

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

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will follow COUNTY'S standard procedures as followed by COUNTY'S and departmental guidelines.
- 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, Cheryl Wright, Department of Juvenile Justice, telephone number (702) 455-5226 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.
- F. Will assist PROVIDER with service access issues, barriers and coordination of care.
- G. Ensure that its officers and employees will cooperate with PROVIDER and will be available for consultation in the performance under this scope of work.

SECTION VIII: TIME SCHEDULE

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

SECTION IX: SUSPENSION AND TERMINATION

- A. Suspension

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

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

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit 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
c/o Jessica Sasso
601 North Pecos Road
Las Vegas, Nevada 89101

TO PROVIDER: Eagle Quest
3680 North Rancho Drive
Las Vegas, Nevada 89130
admin@eaglequest.us.com

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 keep names and circumstances surrounding each youth receiving services confidential in accordance with all Federal and State law including but not limited to Nevada Revised Statute 62H.025.

K. Safeguarding of Client Information and Client Confidentiality

1. PROVIDER shall be prohibited from using or disclosing any part of any information concerning a youth for any purpose not directly connected with the administration of COUNTY or the PROVIDER'S responsibilities with respect to services provided and purchased as stipulated in this contract.
2. PROVIDER shall ensure that youth in treatment or care are not identified by name or by clear description or photographed for any publication or other printed or broadcast media.

L. 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.

M. 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.

N. 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.

O. 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.

P. Force Majeure

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

Q. 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.

R. Non-Endorsement

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

S. Public Records

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

T. 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/PPI 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 predicating 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 PROVIDER 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:
EAGLE QUEST

By: *Ivan Ray Tippetts* 3/4/2024
IVAN RAY TIPPETTS
Chief Executive Officer

DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: *Jason Patchett*
Jason Patchett (Mar 26, 2024 16:42 PDT)
JASON B. PATCHETT
Deputy District Attorney

Mar 26, 2024
DATE

EXHIBIT A
JUVENILE ASSESSMENT CENTER
SCOPE OF WORK

The Department of Juvenile Justice Services provides formal and informal supervision and case management services for youth, 10-21 years of age, who are under the jurisdiction of the Eighth Judicial District Court, which are under the jurisdiction of the Juvenile Court.

There are seven (7) divisions within the Department of Juvenile Justice Services: Probation Services, Detention Services, Spring Mountain Youth Camp, Health Care Services, Central Support, The Harbor Juvenile Assessment Centers, and the Truancy Prevention Outreach Program. The Probation Division has four (4) offices geographically located throughout Clark County. The Harbor has five (5) assessment centers locations, as well as a mobile and rural program and crisis response services. The Truancy Prevention Outreach Program has two main offices located at 2000 East Flamingo Road and 4341 Stewart Avenue. The Detention Division and Health Care Services Division are centrally located on the campus of the Family Division of the Eighth Judicial District Court. Spring Mountain Youth Camp is a staff-secure correctional facility, housing male youth between the ages of 12 and 18 who have been adjudicated for delinquent acts. Spring Mountain Youth Camp is located in the Mt. Charleston Recreational/Toiyabe National Forest Area.

The mission of Juvenile Assessment Centers is to be responsive to the well-being of youth, families, and victims, by providing meaningful services to improve connectedness to the community through academic achievement, reducing truancy, and providing a safe place for guidance. COUNTY supports communities to develop and implement effective and coordinated prevention, intervention, and diversion programs to improve the juvenile justice system so that it protects the community, holds youth accountable, and provides treatment and rehabilitative services tailored to the needs of youth and families.

This contract is to operate four (4) Juvenile Assessment Centers – one (1) Juvenile Assessment Center located in Henderson, one (1) in North Las Vegas, and two (2) locations in Las Vegas, Nevada, as well as possible future sites. Juvenile Assessment Centers shall provide a coordinated approach which contributes to the safety of youth, families, and the community through early intervention and improved access to appropriate services in Clark County, Nevada. Juvenile Assessment Centers shall provide early intervention screening, assessment, and services to youth, family development, as well as mental health and substance use related issues. The types of programming providers offer may include tutoring, mentoring, drug/alcohol education, conflict resolution, anger control, social skills training, job skills development, counseling sessions, or cognitive behavioral therapy.

SCOPE OF WORK

Juvenile Assessment Centers shall provide services consisting of early intervention screening and assessment and face-to-face interventions, such as individual counseling, and psycho-educational programming, service linkage, as well as programs aiming to reduce behavioral health symptoms, substance use and/or abuse, personal distress and stabilizing recipients and/or families to their highest level of functioning. Services are strength-based and utilize identified strengths and assets of each youth and family to address behavioral health symptoms. The Harbor Juvenile Assessment Center provides these services for youth 17 years of age and younger and is also able to service youth over 17 years of age if enrolled in school.

Clientele may access the Juvenile Assessment Centers as a “walk-in” or directly by law enforcement, citations or community/agency referrals for behavior that may equate to misdemeanor delinquency, status offense matters, and/or concerning behavior. The Juvenile Assessment Centers strive to intervene and address factors contributing to concerning behavior and increase aspects of a young person’s life that will help keep them out of the juvenile justice systems. Assessment centers provide screenings and behavioral assessments for youth, working to ascertain the educational, emotional, social, and behavioral needs of youth who may be facing delinquency allegations, substance use/abuse

and/or other issues. The assessment centers work to connect the youth and their family with free, or low cost, support services. Significant emphasis is placed on matching the youth's needs with treatment, rehabilitation, academic achievement, and supervision, as well as providing support and tools to enable each youth to become a more responsible and productive citizen.

PUBLIC-PRIVATE PARTNERSHIP

Juvenile Assessment Centers are a public-private partnership. The skills and assets of each sector (public and private) are shared in delivering juvenile assessment center services for the use of the general public. In addition to sharing of resources, each party shares service delivery. COUNTY, in collaboration with the The Harbor's Executive Steering Committee will be responsible for the monitoring of the execution of the partnership.

Governmental agencies may occupy the PROVIDER'S juvenile assessment center operated by PROVIDER. PROVIDER will not be responsible for costs of any COUNTY or other government agency staff. COUNTY may have staff occupying and working with the PROVIDER as part of public-private partnership operations of the juvenile assessment center's location. Other governmental agencies may provide staff for the juvenile assessment centers.

The following entities that may occupy, work and/or provide resources and liaison activities with the PROVIDER as part of public-private partnership operations of the juvenile assessment centers: Clark County School District; Clark County Department of Juvenile Justice Services, Clark County Department of Family Services; State of Nevada, Division of Child and Family Services; State of Nevada, Division of Public Behavioral Health; State of Nevada, Division of Welfare and Supportive Services; and community providers that promote well-being of youth and families.

REQUIREMENTS

Staffing

Minimum staff shall include four (4) staff on duty for each shift and provide additional employees at peak times when needed. PROVIDER staff will have a minimum of the following responsibilities: assessment, interviews, referral linkage to community providers and multiagency collaboration such as, school district, law enforcement, child welfare, behavioral and mental health services, or alternative care providers, and case management and will have bilingual Spanish speaking staff available during business hours. Additional duties will include website/social media management, conducting a variety of programming, data collection and reporting, participation in meetings and committees and other special projects as assigned.

Infrastructure, Operations and Location

1. Office Space and Location – COUNTY will provide office space for the operation of the Juvenile Assessment Centers to the PROVIDER at no cost (rent, utilities and maintenance). The location will provide parking onsite for internal and external stakeholders/employees, law enforcement and clients.
2. Desktops, laptops, and furnishings will be supplied by PROVIDER. Costs related to placing provider on an outside COUNTY network will be covered by COUNTY.
3. PROVIDER will provide their own large printer/copy machines.
4. PROVIDER will make snacks and water available to all families receiving services or completing assessments at the centers. As budget allows, COUNTY will provide food boxes to all assessment centers.
5. Days of operation shall be a minimum of Monday through Sunday, 8:00 a.m. until 10:00 p.m., excluding holidays recognized by Clark County Nevada.
6. Ability to transport youth and/or families.
7. PROVIDER will support The Harbor Mojave with staffing as needed.

Knowledge and Skills of PROVIDER

1. Understanding of child/adolescent development.
2. Understanding of impact of abuse/neglect.
3. Relationship building.
4. Communications skills.
5. Safety, First Aid, CPR.
6. Verifiable experience caring for youth in out of home placement.
7. Knowledge of substance abuse, sexual abuse, permanency, cultural issues, primary families, team building, separation and loss, discipline, effects of care giving.
8. Understanding of and ability to coordinate services and community resources.
9. Specific knowledge of in-home structure, routines and motivational systems.
10. Specific knowledge and skills in alternative discipline techniques and skill acquisition.
11. Verbal de-escalation techniques/physical management.
12. Understanding of educational procedures.
13. Ability to identify presenting problems through interviews and establish an individualized case plan.
14. Ability to operate and manage a facility to include fiscal, record keeping, community relations, licensing, and fire code responsiveness.
15. Understanding of crisis intervention and referral for medical needs, suicidal and assaultive behavior, and ability to implement techniques.
16. Knowledge of case file documentation such as contact notes, progress notes, and treatment plans.
17. Knowledge of Restorative Justice practices and programming.

Services

Minimum services must consist of screening and assessment, face-to-face interventions, and service linkage. Services may be linked or direct service provision. This shall include other systems of care that PROVIDER actively participates in.

1. Provide adult supervision of all youth at all times while at the Juvenile Assessment Center.
2. Initiate contact with the assigned probation/parole officer, caseworker, community navigator and/or supervisor to discuss any youth who are actively involved in the juvenile justice and/or child welfare systems, or the Truancy Prevention Outreach Program.
3. Enter and maintain accurate, relevant, and up to date contact, activity and programming notes regarding each youth's progress in the DJJS case management system, as dictated by COUNTY policies and procedures. Such records shall be maintained in Department of Juvenile Justice Services case management system, which will be paid at the sole expense of the PROVIDER for subscription costs. All COUNTY case management subscription costs shall be the responsibility of the PROVIDER, which is currently \$37.50 per user, per month.
4. Ensure youth are referred to appropriate medical and mental health services as provided by a qualified professional as necessary.

5. Provide tutoring, educational assistance, mentoring, drug education, conflict resolution, anger control, social skills training, job skills development, counseling sessions, cognitive behavioral therapy, and a variety of other programs through resource linkage or direct provision of the service. All programs and services must be approved through the Department of Juvenile Justice Service.
6. Short-term intensive case management that includes accurate and timely service delivery, treatment duration and reporting analysis related to treatment needs.
7. COUNTY will randomly conduct unannounced visits to The Harbor Juvenile Assessment Centers and engage in quality assurance to ensure information entered into The Department of Juvenile Justice Services case management system is accurate, thorough, and completed in a timely manner. COUNTY will also schedule monthly meetings with PROVIDER to ensure fidelity to the model. Failure to meet the minimum requirements will require the PROVIDER to immediately implement a quality control program to ensure requirements of this contract are maintained. The quality control program shall be a system for identifying, analyzing, and correcting deficiencies in the quality of service.

PROVIDER Training

PROVIDER will provide access to 40 hours of pre-service and 20-hours of post-service training each succeeding year after the date of hire to the following persons: direct care staff and volunteers; program directors and consultants not holding a valid Nevada license in the helping professions of social work, psychology, clinical professional counseling, marriage and family therapy and psychiatric nursing.

Training shall emphasize skill development, knowledge acquisition, and training needs related to treatment of emotionally and behaviorally disturbed clients. Additional training to be provided may include, but not necessarily limited to substance use/abuse, sexual abuse, cultural issues, gender identity, permanency, team building, separation, loss and attachment, primary families, discipline, effects of care giving, orientation to the organization, CPR, first aid and safety.

Responsibilities of PROVIDER

1. PROVIDER shall meet and comply with national, state, and local licensing regulations and standards that are applicable.
2. All PROVIDER employees shall meet and comply with national, state, and local licensing regulations and standards prior to the date of hire.
3. PROVIDER shall respond immediately to all referrals.
4. PROVIDER shall provide each youth with reasonably healthy snacks or meals and be able to accommodate special diets.
5. PROVIDER shall comply with all statutes and regulations governing the provision of medications.
6. PROVIDER shall be able to provide transportation to youth and families as necessary.
7. PROVIDER shall ensure information entered into the DJJS case management system is timely, accurate, and thorough.
8. PROVIDER shall provide youth and families with satisfaction surveys as requested by COUNTY.
9. RESPONDENT shall provide data collection and reporting.
 - a. Number of youth and families referred, served, and assessed
 - b. Number of Contacts per youth/family served
 - c. Treatment/services provided
 - d. Activities occurring each month (classes facilitated, pop-ups, school or community visits, crisis response services provided)
 - e. Percentage of youth and caregivers who received and completed satisfaction surveys
 - f. Other data points identified by RESPONDENT and/or COUNTY during the course of the project

Education and Experience Requirements

Overall management and direct supervisors shall have a minimum of a bachelor's degree in social work, psychology, marriage and family therapy, psychiatric nursing or other closely related field, and a minimum of four (4) years of experience, as a service PROVIDER serving youth.

All other staff shall hold a minimum of a high school diploma or GED. It is recommended staff demonstrate a minimum of two years of verifiable experience in working with youth. Staff members assigned to administrative oversight of the program shall have a minimum of a bachelor's degree.

GENERAL REQUIREMENTS

1. PROVIDER shall accept all clients under the age of 18 regardless of race, color, ethnicity, creed, national origin, or sexual orientation or gender identity or expression (SOGIE), or citizenship status.
2. PROVIDER shall comply will all laws, rules, and regulations applicable to the performance of services contained in the contract.
3. All services provided shall be conducted by qualified personnel that are appropriately trained for their assigned responsibilities.
4. PROVIDER shall keep names and circumstances surrounding each youth receiving services confidential in accordance with all Federal and State law including but not limited to Nevada Revised Statute 62H.025.
5. PROVIDER shall not transport youth outside the County of their program without written notice and approval of COUNTY.
6. PROVIDER shall use a clearly defined model and theoretical framework that supports each service intervention utilized.
7. PROVIDER shall follow COUNTY policies, procedures, and protocols for the operation of a Juvenile Assessment Center which may include the frequency of contacts, youth intake, assessment tools, vetted PROVIDER network, use of Department of Juvenile Justice Services case management system, and recommendation summary.
8. PROVIDER shall notify COUNTY immediately when any of the following occur to youth in care of the PROVIDER: death, serious illness, accident, runaway, physical restraint, abuse and/or neglect investigations, delinquent or criminal acts, and any behavior which is considered by the PROVIDER to be dangerous to the community, other youth in the program or PROVIDER staff. This notification does not absolve or preclude PROVIDER from any requirement to notify, report, contact or call law enforcement or a child protective service agency.

Background Checks for Criminal History and Substantiated Child Abuse or Neglect

All costs associated with the criminal history background checks and child abuse and neglect screenings (CANS) shall be at the sole expense of the PROVIDER. PROVIDER understands that all employees who may come into direct contact with youth will be required to submit complete sets of fingerprints and written permission authorizing DJJS or its approved designee to forward those fingerprints to the Central Repository for Nevada Records of Criminal History and the Federal Bureau of Investigation for its report to enable DJJS or its approved designee to conduct an investigation of criminal history. PROVIDER understands that all employees who may come into direct contact with youth will be required to provide written permission to conduct a child abuse and neglect screening. Child abuse and neglect screenings will encompass every state in which the employee has resided during the immediate proceeding five (5) years.

All employees who may come into direct contact with youth shall not have any substantiated cases of abuse or neglect of a child and shall not have been convicted of any of the following offenses:

1. Murder, voluntary manslaughter or mayhem;

2. Any other felony involving the use or threatened use of force or violence against the victim or the use of a firearm or other deadly weapon;
3. Assault with intent to kill or to commit sexual assault or mayhem;
4. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or any other sexually related crime or a felony relating to prostitution;
5. Abuse or neglect of a child or contributory delinquency;
6. A violation of any federal or state law regulating the possession, distribution or use of any controlled substance or any dangerous drug as defined in chapter 454 of NRS;
7. Abuse, neglect, exploitation or isolation of older persons or vulnerable persons including, without limitation, a violation of any provision of NRS 200.5091 to 200.50995, inclusive, or a law of any other jurisdiction that prohibits the same or similar conduct;
8. Any offense involving fraud, theft, embezzlement, burglary, robbery, fraudulent conversion or misappropriation of property within the immediately preceding seven (7) years;
9. Any offense relating to pornography involving minors including, without limitation, a violation of any provision of NRS 200.700 to 200.760, inclusive, or a law of any other jurisdiction that prohibits the same or similar conduct;
10. Prostitution, solicitation, lewdness or indecent exposure, or any other sexually related crime that is punishable as a misdemeanor, within the immediately preceding seven (7) years;
11. A crime involving domestic violence that is punishable as a felony;
12. A crime involving domestic violence that is punishable as a misdemeanor, within the immediately preceding seven (7) years;
13. A criminal offense under the laws governing Medicaid or Medicare, within the immediately preceding seven (7) years;
14. Any offense involving the sale, furnishing, purchase, consumption or possession of alcoholic beverages by a minor including, without limitation, a violation of any provision of NRS 202.015 to 202.067, inclusive, or driving a vehicle under the influence of alcohol or a controlled substance in violation of chapter 484C of NRS or a law of any other jurisdiction that prohibits the same or similar conduct, within the immediately preceding seven (7) years; or
15. An attempt or conspiracy to commit any of the offenses listed in this subsection within the immediately preceding seven (7) years.

Any subsequent positive findings of child abuse or neglect, criminal arrests, charges and/or convictions of an employee having direct contact with youth discovered after the initial background check described above shall be reported immediately to DJJS. Immediately means within twenty-four (24) hours or next business day.

Licenses

PROVIDER possesses all applicable current licenses which could include but not limited to LCSW, MFT, CPC AND PhD, to provide counseling, therapy and/or residential services in the state where services will be provided and to conduct business in that County and State. License to be included are as follows:

- City/Municipality;
- County; and
- State.

PROVIDER shall maintain all required licenses and/or permits during the life of any contract with COUNTY and comply with all rules and regulations of any and all applicable licensing agent or authority.

Referral Procedures

Referrals to the Juvenile Assessment Centers for services will primarily occur through community walk-in, agency referrals and direct law enforcement referral.

Records

PROVIDER shall maintain individual records as required by all applicable federal and state laws including Nevada Revised Statute (NRS) 62H.025 to include a minimum of the following:

1. Intake information and any other assessment.
2. Services provided or referred to each youth and family.
3. School records.
4. Progress notes showing progress made toward the goals established in the treatment plan.
5. Incident reports – provide written incident report to COUNTY immediately regarding accident, run away, physical restraint, commission of delinquent/criminal acts and any allegations of abuse/neglect.
6. Contacts are interactions made with youth, youth's family, school officials, and other agency personnel shall be documented in Department of Juvenile Justice Services case management system.
7. Maintain books, records, documents, accounting procedures/practices and other evidence, which sufficiency and appropriately reflect all direct and indirect program costs.
8. Collect and provide outcome data on effectiveness of program, referral source and demographical information of the clientele.
9. PROVIDER shall maintain personnel records for each staff as required NRS 424.034 or by any other applicable federal and state laws.

Fiscal Responsibility, Records and Monitoring

PROVIDER agrees to maintain, books, records, documents, and other evidence, which sufficiently properly reflect costs of any nature expended in the performance of this contract. Records shall be maintained in accordance with generally accepted accounting standards. These records will be made available for review upon request by COUNTY.

Program Records

PROVIDER agrees to maintain program records required by COUNTY in an organized and updated manner that include, but is not limited to, employee personnel, payroll, insurance, youth, and medication records.

Monitoring Records

PROVIDER agrees that any program and facility inspection, review, copying and audit, including but not limited to; meetings with consumers, review of services records, review of service policy/procedure, staffing ratios, job descriptions and meetings with any staff directly or indirectly involved; in the provision of services, may be conducted at any reasonable time by Federal/State personnel and/or other persons duly authorized by COUNTY.

Retention of Records

PROVIDER shall retain all books, records, logs, and other documentation relevant to this contract for three (3) years. Federal, State and County auditors and persons duly authorized by the COUNTY shall have full access to and the right to examine and copy any said materials during said period. Disposal of client records shall include shredding and/or removing any identifying client data from records.

Safeguarding of Client Information and Client Confidentiality

1. PROVIDER shall be prohibited from using or disclosing any part of any information concerning a youth for any purpose not directly connected with the administration of COUNTY or the PROVIDER'S responsibilities with respect to services provided and purchased as stipulated in this contract.
2. PROVIDER shall ensure that youth in treatment or care are not identified by name or by clear description or photographed for any publication or other printed or broadcast media.

Discipline and Physical Restraints

1. PROVIDER and its sub-contractor are prohibited from using corporal punishment as a form of discipline.
2. PROVIDER and its sub-contractor are prohibited from using any form of demanding or harsh punishment as a form of discipline.
3. PROVIDER and/or sub-contractor are strongly discouraged from practicing physical restraint of youth. Physical restraint of youth may be practiced only if: (a) all methods of verbal and environmental de-escalation have failed, (b) the presenting behavior of the youth demonstrates a clear and present danger to himself, PROVIDER staff or community, (c) PROVIDER and staff have been trained in a nationally recognized model of physical restraint and verbal de-escalation. PROVIDER shall require all direct care staff to complete annual training in a national recognized model of physical restraint and verbal de-escalation of youth, if their policies allow for any form of physical restraint. PROVIDER shall maintain a written physical restraint log documenting each incident of physical restraint as to youth's name, date, time, precipitating circumstances and outcome.
4. Physical restraint of youth may not be associated with or applied as a punishment. PROVIDER and sub-contractor are prohibited from using any mechanical, leather or tie-down restraints of any kind.
5. Physical restraint has the meaning defined in NRS Chapter 433 as amended. PROVIDER shall comply with all sections of NRS Chapter 433 that pertain to physical restraint or environmental deprivation children.

Religious Activities

1. PROVIDER shall not encourage or engage in any form of religious proselytizing with youth referred to or receiving services from the Juvenile Assessment Centers. Youth must be given clear and consistent alternatives to any religious and spiritual education.

Contract Services Corrective Action Plans and Sanctions

1. COUNTY may audit the PROVIDER'S program performance to ensure the PROVIDER is implementing the programming outlined in the contract. PROVIDER shall comply fully with any Corrective Action Plans by providing any and all requested documentation and access to program files, notes, fiscal data and client data.
2. PROVIDER shall complete to the satisfaction of the COUNTY any Corrective Action Plan issued by any federal, state, and/or municipality, to include COUNTY, within the timeframe prescribed in the audit report and Correctional Action Plan. Failure to complete any Corrective Action Plan within the timeframe specified and to the satisfaction of the COUNTY, shall be subject to sanctions which may include suspension of referrals or termination of contract.

EXHIBIT B

JUVENILE ASSESSMENT CENTER INSURANCE REQUIREMENTS

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

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

- M. **Damages**: PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- N. **Cost**: PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- P. **Insurance Form Instructions**: The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (G) Policy Number
 - (H) Policy Effective Date
 - (I) Policy Expiration Date
 - (J) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (K) Policy Number
 - (L) Policy Effective Date
 - (M) Policy Expiration Date
 - (N) Aggregate (\$1,000,000)
 8. Description: RFQ 606252-22 Juvenile Assessment Center (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME: PHONE (A/C No., Ext): BROKER'S PHONE NUMBER FAX (A/C No.): BROKER'S FAX NUMBER E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS INSURER(S) AFFORDING COVERAGE NAIC #
INSURED 2. PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A: 3. 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	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(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						DEDUCTIBLE MAXIMUM	\$ 25,000	
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(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							
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	N/A		(N)	(O)	(P)	<input type="checkbox"/> Y/N	WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input type="checkbox"/>		
	describe under DESCRIPTION OF OPERATIONS below								
							E.L. EACH ACCIDENT	\$	
	E.L. DISEASE - E.A. EMPLOYEE	\$							
	E.L. DISEASE - POLICY LIMIT	\$							
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q)	1,000,000

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

8. RFQ NO. 606252-22; JUVENILE ASSESSMENT CENTER.

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
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POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFQ NUMBER AND CONTRACT NAME:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS 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 RFQ No. 606252-22, entitled JUVENILE ASSESSMENT CENTER;
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 77th Legislative session as a result of AB294.

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

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

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

EXHIBIT D
Fee Schedule

Harbor Location	Monthly Fee
Harbor – Charleston	\$63,267.81
Harbor – Flamingo	\$63,267.81
Harbor – Henderson	\$63,267.81
Harbor – North Las Vegas	\$63,267.81