

CLARK COUNTY, NEVADA
SHANNON WEST HOMELESS YOUTH CENTER
EMERGENCY SHELTER
CBE NO. 606265-22

HELP OF SOUTHERN NEVADA
NAME OF FIRM
Fuila Riley, Chief Executive Officer
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1640 E. Flamingo Rd. Las Vegas, Nevada 89119
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 369-4357 ext. 1238
(AREA CODE) AND TELEPHONE NUMBER
(702) 369-4089
(AREA CODE) AND FAX NUMBER
<u>friley@helpsonv.org</u>
E-MAIL ADDRESS

SHANNON WEST HOMELESS YOUTH CENTER EMERGENCY SHELTER

This Contract is made and entered into this _____ day of _____ 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and HELP OF SOUTHERN NEVADA (hereinafter referred to as PROVIDER), for Shannon West Homeless Youth Center Emergency Shelter (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$5,000,000, including all travel, lodging, meals and miscellaneous expenses; and

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

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from July 1, 2022 through June 30, 2023, 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) for the not-to-exceed amount of \$5,000,000. COUNTY'S obligation to pay PROVIDER cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted, so the entire PROJECT is completed for the said fee.

B. Progress

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

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work. All monthly operational expenses must be accompanied by invoices that include a breakdown of all cost and will be verified by COUNTY.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this Contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>.
 - c. A "BUDGET SUMMARY COMPARISON" which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.

- d. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted via email to: SSRAD@ClarkCountyNV.gov .
9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

D. COUNTY'S Fiscal Limitations

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

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

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

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services

hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

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

SECTION VI: SUBCONTRACTS

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

- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Chaquila Kallo, Department of Social Service – RAD Unit, telephone number (702) 455-0353 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

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

SECTION IX: SUSPENSION AND TERMINATION

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

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

SECTION X: INSURANCE

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

SECTION XI: NOTICES

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

TO COUNTY: Clark County Social Service – RAD Unit
Attention: Chagula Kallo and Danita Osborne
1600 Pinto Lane
Las Vegas, Nevada 89106

TO PROVIDER: Help of Southern Nevada
Attention: Fuilala Riley
1640 E. Flamingo Rd.
Las Vegas, Nevada 89119

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.

K. ADA Requirements

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

L. Subcontractor Information

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

M. Disclosure of Ownership Form

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

N. Authority

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

O. Force Majeure

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

P. Severability

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

Q. Non-Endorsement

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

R. Public Records

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

S. Companies that Boycott Israel

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

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

COUNTY:

CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

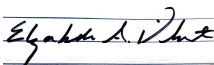
PROVIDER:
HELP OF SOUTHERN NEVADA

By:  _____
FUIJALA RILEY
Chief Executive Officer

9/21/2022

DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By:  _____
ELIZABETH A. VIBERT
Deputy District Attorney

Oct 12, 2022

DATE

EXHIBIT A

Shannon West Homeless Youth Center Emergency Shelter

SCOPE OF WORK

1.0 Overview

Clark County Social Service provides a variety of services for needy residents of Clark County who are not assisted by other federal, state or local programs. Social Service is responsible for ensuring that the County meets its health, welfare and community responsibilities as set forth in the Nevada Revised Statutes and County Ordinances. The Department provides programmatic services targeted at various levels to include emergency shelter, transitional housing, rapid rehousing, permanent supportive housing and supportive services. Services are designed for various populations including vulnerable adults, youth and families to address the underlying causes of homelessness and provide services necessary to support independence.

This PROGRAM is intended to expand emergency shelter and supports for youth ages 16 to 24 that are experiencing homelessness. The PROGRAM shall provide 55 emergency shelter beds for youth experiencing homelessness to receive temporary housing and appropriate services using the principles of Positive Youth Development, Housing First and Trauma-Informed Care.

2.0 Scope of Project

Clark County (COUNTY) shall administer county and regional funds to assist with the cost of operating the HELP of Southern Nevada's Emergency Shelter at the Shannon West Homeless Youth Center. The PROGRAM shall provide temporary housing, a variety of supportive services, family intervention strategies and aftercare for youth designed to foster improvement in housing stability, education and/or employment, permanent connections and social and emotional well-being. The PROGRAM services shall be provided to youth experiencing homelessness free of charge. All services must be easily accessible and evaluated for effectiveness on a regular basis.

3.0 Definitions

Aftercare means additional services provided beyond the period of residential stay that offer continuity and supportive follow-up to youth served by the PROGRAM.

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

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

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

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

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

e-Climpact is a web-based grants management software tool used to collect, manage and report on program-level outcome data which can be used to illustrate the impact of the collective work of service providers toward overall community goals.

Family Intervention is an umbrella term that can include discrete strategies such as family finding, family connecting and family reunification. Family intervention strategies can facilitate the process of youth returning home, strengthen families and address trauma to mitigate future ejections from the home. Aftercare services can be a form of family intervention that is provided to a youth and their family, after a youth has exited the PROGRAM.

- **Family Connecting** includes connecting a youth with their family to facilitate an emotional reunification if a physical reunification is not possible.
- **Family Finding** is a model that is used in child welfare to identify and engage extended family and/or fictive kin adults that are important in the life of a youth. The model includes six stages: 1) discovering, 2) engaging, 3) planning, 4) decision-making, 5) evaluating and 6) follow-up supports.
- **Family Reunification** refers to the process of returning youth in temporary out-of-home care to their families of origin. The planning process should always include ongoing assessments of safety and involvement of the youth in decision making.

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

Homelessness can include any of the federal definitions below, as they apply to the target population.

- **Subtitle VII-B of the McKinney-Vento Homeless Assistance Act** defines *homeless children and youths* as follows:
A. individuals who lack a fixed, regular, and adequate nighttime residence; and B. includes— i. children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; or are awaiting foster care placement; ii. children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; iii. children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and iv. migratory children who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).
- **The Runaway and Homeless Youth Act (RHYA)** RHYA (42 U.S.C. §5732a) defines HOMELESS YOUTH as individuals who are “less than 21 years of age...for whom it is not possible to live in a safe environment with a relative and who have no other safe alternative living arrangement.” This definition includes only those youth who are unaccompanied by families or caregivers.
- **The U.S. Department of Housing and Urban Development (HUD)** defines homelessness into four categories.
 - **Category 1: Literally Homeless:** Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

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

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

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

Housing Stability is measured for short term support by the number and percentage of safe and appropriate exits.

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

Permanent Connections refers to building and/or strengthening ongoing attachments between youth and their families or adult role models, communities, schools and other positive social networks which support a youth's ability to access new ideas and opportunities that support thriving and provide a social safety net when a youth is at-risk of re-entering homelessness.

Positive Youth Development (PYD) is an evidence-based service approach to be integrated in the operation of the PROGRAM which ensures a young person a sense of safety and structure; belonging and membership; self-worth and social contribution; independence and control over one's life; and closeness in interpersonal relationships.

Safe and Appropriate Exits include: 1) to the private residence of a parent, guardian, another adult relative or another adult that has the youth's best interest in mind and can provide a stable arrangement; 2) to another residential program if the youth's transition to that program is consistent with the youth's needs; or 3) to independent living if consistent with the youth's needs and abilities.

Exits are not safe and appropriate if the destination is: 1) to the street; 2) to an unknown or unspecified other living situation; 3) to another residential program that is inconsistent with the youth's needs; or 4) to a locked correctional or detention setting if the youth became involved in activities that lead to this exit after entering the PROGRAM.

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

Supportive Services address the service needs of homeless youth to help promote improvement in housing stability, education and/or employment, permanent connections and social and emotional well-being. Supportive services may include, but are not limited to: case management, family intervention, assistance in obtaining permanent housing, substance abuse assessment and treatment, mental health assessment and treatment, educational assessment and supports, vocational training, assistance in obtaining income supports, other services such as transportation assistance, outreach, life skills training and transportation.

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

Unaccompanied Youth refers to a youth not in the physical custody of a parent or guardian.

4.0 Target Population and Admission Criteria

Served client population must meet the definition of homeless as previously defined and be between the ages of 16 and 24.

The following criteria **may not** be used to determine program eligibility and continued stay:

1. Sobriety and/or commitment to be drug-free;
2. Participation in drug treatment services (including NA/AA);
3. Participation in religious services or activities;
4. Payment or ability to pay; nor
5. Identification.

5.0 Responsibilities of PROVIDER

The purpose of this section is to provide a description of how the selected vendor is expected to utilize the allocated funding to provide the highest quality of service. The PROVIDER shall:

1. Ensure ongoing operation of the PROGRAM in accordance with Nevada Revised Statutes, Nevada Administrative Codes, and all other applicable federal, state and local regulations.
2. Perform background checks on staff and volunteers in accordance with Nevada Revised Statutes, Nevada Administrative Codes, and all other applicable federal, state and local regulations
3. Adhere to all Continuum of Care and performance standards and requirements including recommendations from the regional planning process for creation and improvement of an effective homeless crisis response system.
4. Participate in coordinated entry: The community has developed a coordinated entry system that is staffed by a third party. Once emergency shelter is implemented in the coordinated entry system, PROVIDER must participate and receive referrals from the coordinated entry system. Youth with the highest need and vulnerability will be prioritized for shelter entry.
5. Operate an emergency shelter program that is open 24 hours a day, seven days a week. It must be low-barrier, meaning there will be no requirements regarding employment, mandatory savings accounts, attendance of religious services, or participation in services. PROVIDER shall ensure the PROGRAM environment consistently operates to ensure:
 - a. A welcoming, strengths-based and solution-focused environment.
 - b. 24-hour staffing, with a ratio of staff to youth that is sufficient to ensure safety and adequate supervision and care.
 - c. Adherence to Positive Youth Development, Housing First and Trauma-Informed Care principles in operation of the PROGRAM.
 - d. Utilization of Harm Reduction and Motivational Interviewing strategies in operation of the PROGRAM.

- e. Drug testing services are provided only under the following conditions: 1) to assess a youth's health and safety; 2) at the youth's request; or 3) to support a youth's case plan. Drug testing and results may not be used to deny services.
 - f. Services are designed to foster improvement in housing stability, education and/or employment, permanent connections and social and emotional well-being, to include at minimum case management, supportive services, family intervention, housing navigation and aftercare.
 - g. Family intervention strategies are prioritized to reconnect youth with family, if safe and appropriate to the youth's needs, in an effort to strengthen permanent connections and improve in housing stability.
 - h. Ongoing opportunities are provided for youth to design and participate in supervised, structured recreational activities.
 - i. Clean, safe, properly ventilated, air conditioned and/or heated facility with an adequate supply of beds for each individual served, meaning at least one (1) bed and blanket for each individual served by the emergency shelter PROGRAM.
 - j. Meal service or access thereto appropriate for the PROGRAM's hours of operation and drinking water throughout the day and night.
 - k. Access to restrooms, wash basins, showers with hot and cold running water, personal hygiene products, and connection to clean clothing as needed.
 - l. Storage space for personal items.
 - m. Maintenance of building, showers, beds, and other accommodations to make the emergency shelter beds available for the entire term of the PROGRAM.
6. Create an explicitly welcoming environment for LGBTQ youth in shelter: PROVIDER will establish and implement written non-discrimination policies and staff training that aligns with Equal Access regulations.
 7. Ensure shelter provides a safe and clean environment: PROVIDER shall establish and implement written procedures to ensure the health and safety of clients, staff, and visitors. Staff must be skilled in crisis de-escalation techniques to prevent or resolve issues that arise before discharging clients.
 8. Terminate assistance only within an established, formal and transparent process that recognizes the rights of the individuals affected and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.
 9. Provide services without restrictions on the number of times a youth may access the PROGRAM during the contract period, unless the youth has been found ineligible to re-enter due to infractions resulting in previous discharge, based on the PROGRAM's termination policy.
 10. Complete mandatory training requirements: All staff, at a minimum, must receive training in crisis prevention and de-escalation, Trauma Informed Care, Motivational Interviewing, Harm Reduction, Positive Youth Development and Youth Mental Health First Aid. The PROVIDER must certify that training on all required subjects has been provided to existing staff and to new hires within 30 days of hire date and certification of training is by an approved source. Documentation of training on all mandated subjects to all project operations staff, regardless of length of service, must be submitted to the COUNTY in a timely manner after the completion of training and upon request by the COUNTY.
 11. Work closely with street outreach providers: PROVIDER will work with street outreach providers to provide emergency shelter services to those persons identified through the provision of outreach.
 12. Actively participate in Southern Nevada Homelessness Continuum of Care (CoC) and community planning to end homelessness: PROVIDER must operate within the crisis response system rather than as an autonomous, standalone program. This includes actively participating in the CoC meetings and annual Point-In-Time counts. PROVIDER must work collaboratively with community and other providers serving clients. PROVIDER must also attend CoC sponsored trainings.

13. Actively participate in the Youth Homelessness Demonstration Project (YHDP) when this grant is awarded to the Southern Nevada community. The goal of YHDP is to develop and implement a coordinated community approach to preventing and ending youth homelessness and subsequently sharing that experience with and mobilizing other communities.
14. Participate in Homeless Management Information System (HMIS): PROVIDER will enter data in a timely manner into HMIS in alignment with the Nevada HMIS Data Quality Plan.
15. Regularly report performance: PROVIDER will be responsible for reporting on outcomes including reducing the length of homelessness episodes, increasing exits to permanent housing, and reducing returns to homelessness.
16. Additional Responsibilities:
 - a. Employ management, staff, and volunteers with sufficient technical knowledge, skill, and expertise necessary to provide the services while ensuring appropriate staff to client ratios. Higher level case management and housing stabilization positions should be provided to provide stabilization services to the high-need population being served, and to maximize opportunities to connect individuals to a variety of housing opportunities.
 - b. Be available for consultation regarding the operation and progress of the PROGRAM with all parties to the funding agreement and at other reasonable times with advance notice as to not conflict with PROVIDER's other responsibilities.
 - c. Enter and update agency and PROGRAM information into Nevada 2-1-1 prior to the commencing of each year of services. A copy of the listing must be provided to the COUNTY's authorized representative.
 - d. Enter real-time client service information into HMIS (to include recording the client's location on the Location tab whenever possible); and complete reports in grant management system e-CImpact by the 15th of each month. Monthly reports will be generated from data collected in HMIS.
 - e. Establish such fiscal and accounting procedures necessary to ensure the proper disbursement of, and account for grant funds in order to ensure that all financial transactions are conducted. Maintain financial records pertaining to all matters relative to the contract in accordance with standard accounting principles and procedures and retain all records and supporting documentation applicable for a period of five (5) years upon completion of contract, or termination of contract, whichever comes first. Delineate how multiple funding sources for services are allocated appropriate for its designated intended service. All such records relating to any analysis or audit performed relative to the contract shall be retained for five (5) years after such analysis or audit has been performed and any findings have been resolved. In the event that PROVIDER no longer operates in Nevada, it shall be required to deliver a copy of all records relating to the contract with the COUNTY to be retained by the COUNTY and PROVIDER.
 - f. PROVIDER must submit to COUNTY's authorized representative a monthly invoice by the 15th calendar day of each month for the previous month's services, which includes documentation of services provided via housing census reports from HMIS or comparable DV database for DV shelters, the fee for each unit of service, and the total amount requested to support the PROGRAM.
 - g. PROVIDER shall provide written notice to the COUNTY of any PROGRAM changes during the lifecycle of the contract for which the COUNTY's funds are allocated under the provisions of resolution(s) to be approved and adopted between COUNTY and PROVIDER.
 - h. PROVIDER is responsible to participate with the COUNTY within the local CoC in further development of improved provision of homeless case management and housing services. This includes collaboration with other homeless service providers to minimize duplication of service and maximize utilization of available resources.
 - i. PROVIDER agrees to ensure, to the maximum extent practicable, that youth experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in maintaining facilities and providing supportive services for the PROGRAM.
17. PROVIDER will certify to:
 - a. Maintain the confidentiality of records pertaining to any individual or family that is provided domestic violence prevention or treatment services through the PROGRAM;
 - b. Ensure the address or location of any domestic violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such PROGRAM;

- c. When applicable, to take the educational needs of children into account when families are placed in housing and, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education.
 - d. When applicable, to designate a staff person to be responsible for ensuring that children being served in the PROGRAM are enrolled in school and connected to appropriate services in the community, including any early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of the title VII of the Act;
 - e. Ensure that the PROVIDER, its officers, and employees are not debarred or suspended from doing business with the Federal Government.
18. PROVIDER will perform activities to ensure proper PROGRAM administration, including, but not limited to the following:
- a. Perform all eligibility determination and documentation
 - b. Record all client service transactions, case notes, and supporting documentations as applicable, as close to real-time as possible and in accordance with data quality standards per the Nevada Data Quality Plan;
 - c. Track all data and performance results specific to evidenced based practices and client outcomes;
 - d. Ensure all appropriate staff are trained in relevant best practices;
 - e. Ensure all appropriate staff are trained in and understand HMIS utilization expectations; and
 - f. Ensure incident management measures are in place to identify, analyze, and correct hazards to minimize adverse impact on operations.

6.0 Performance Outcomes

Outcome #1 (HOUSING): Clients experience increased housing stability resulting in a reduced likelihood of ongoing homelessness, leading toward self-sufficiency.	
Indicator 1: EXITS TO PERMANENT DESTINATIONS	
Major Tasks Necessary to Realize Outcomes (Activities)	Outputs Resulting from Tasks
Staff will assess clients entering shelter for specific needs and work together to search for housing using Housing First and harm reduction methods.	Number of completed assessments
PROGRAM will provide low-barrier shelter for youth, ages 16-24.	Number total beds/spaces for youth Number of total unique individuals served Number of average days (length of stay) for all youth existing to any destination Number of average days (length of stay) for all youth exiting to safe and appropriate destination Number of total stayers Number of average days (length of stay) for all stayers Utilization rate percentage
Target & Indicator: At least 65% of youth will leave to a safe and appropriate exit destination.	
Outcome Measurement: HMIS – Percent of total clients that are discharged to a safe and appropriate exit destination as indicated in the Program Outcomes Report.	
Outcome #1 (HOUSING): Clients experience increased housing stability resulting in a reduced likelihood of ongoing homelessness, leading toward self-sufficiency.	
Indicator 2: DECREASED RETURNS TO HOMELESSNESS	
Target & Indicator: At least 15% of youth will not re-enter shelter during the operating year.	
Outcome Measurement: HMIS – Percent of clients that do not return to the PROGRAM as indicated in the Program Recidivism Report.	
Outcome #2 (DATA QUALITY): Data quality is improved through complete and accurate client records.	
Major Tasks Necessary to Realize Outcomes (Activities)	Outputs Resulting from Tasks

Staff will enter program participant information into HMIS as completely and as timely as possible, completing all data fields possible.	Number of completed client profiles (complete data fields)
Target & Indicator: 20 of 25 (80%) possible points scored in HMIS Participation and Data Quality section of HMIS Performance Monitoring Report.	
Outcome Measurement: HMIS – Points scored per scoring logic associated with HMIS Participation and Data Quality section of Performance Monitoring Report.	

7.0 Quality Assurance

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

8.0 Performance Requirements

1. Enter real-time client service information Homeless Management Information System (HMIS) database (to include recording the client's location on the Location tab whenever possible); and complete reports in e-Climpact by the 15th of each month including, but not limited to:
 - a. Number of youth assessed for immediate needs.
 - b. Number of youth transitioned from shelter to a safe and appropriate exit.
 - c. Number of youth that re-enter the shelter during the operating year.

9.0 Compensation

1. COUNTY agrees to pay PROVIDER for performance of services described in this Scope of Work not to exceed the amount of \$5,000,000 should all renewal options be exercised. The COUNTY's obligation to pay PROVIDER cannot exceed this amount. It shall be the PROVIDER'S responsibility to ensure the hours and tasks are properly budgeted so the entire PROGRAM is completed for the said fee. PROVIDER shall submit to COUNTY a monthly invoice and summary of services in a format provided by the COUNTY.
2. Upon compliance with the requirements in this Contract, PROVIDER shall be compensated based on the line item budget as outlined in the Budget section below.

All other remuneration will remain on a reimbursement basis unless specifically waived by the COUNTY. Reimbursement will be paid after eligible expenses have been incurred and expended under this CONTRACT in conformance with the terms and conditions of said CONTRACT.

10.0 Budget

The table below reflects a budget that corresponds to the scope of work:

Budget: Shannon West Homeless Youth Center Emergency Shelter	
Line Item Category	Amount
Personnel Operating Expenses Direct Services	
Not to exceed TOTAL AMOUNT (for the duration of the Contract)	\$5,000,000

11.0 References

- <https://www.law.cornell.edu/cfr/text/45/1351.1>
- <http://endhomelessness.org/wp-content/uploads/2015/12/family-intervention-for-unaccompanied-youth.pdf>
- <https://endhomelessness.org/resource/family-intervention-for-unaccompanied-homeless-youth/>
- https://b.3cdn.net/naeh/99a39df296bf36f136_6km6vuf1t.pdf
- <http://www.familyfinding.org/resourcesandpublications.html>
- https://www.usich.gov/resources/uploads/asset_library/Federal-Definitions-of-Youth-Homelessness.pdf
- <https://youth.gov/youth-topics/positive-youth-development>
- <https://www.hudexchange.info/resources/documents/FY-2018-YHDP-NOFA.pdf>
- <https://www.govinfo.gov/app/details/CFR-2018-title24-vol3/CFR-2018-title24-vol3-sec576-402>

EXHIBIT B
SHANNON WEST HOMELESS YOUTH CENTER EMERGENCY SHELTER
INSURANCE REQUIREMENTS

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

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. PROVIDER'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement, or the form number must be referenced on certificate.***
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. ***If the deductible is "zero" it must still be referenced on the certificate.***
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.***
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and **any auto** used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.***
- I. **Workers' Compensation:** PROVIDER shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- J. **Failure to Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- K. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- L. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- M. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

- N. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- O. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (G) Policy Number
 - (H) Policy Effective Date
 - (I) Policy Expiration Date
 - (J) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 8. Certificate Holder:
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
 9. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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 E-MAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
INSURED 2. PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
		3.
		Company's
		Best
		Key Rating

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

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

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

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

7. CBE NO. 606265-22; SHANNON WEST HOMELESS YOUTH CENTER EMERGENCY SHELTER.

8. 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.

9. 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

CBE NUMBER AND CONTRACT NAME:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,

(Name of Sole Proprietor)

(Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. 606265-22, entitled SHANNON WEST HOMELESS YOUTH CENTER EMERGENCY SHELTER;
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.