

CLARK COUNTY, NEVADA

INTERMEDIATE CARE FACILITY FOR INDIVIDUALS WITH INTELLECTUAL AND
DEVELOPMENTAL DELAYS AND RESIDENTIAL SERVICES FOR CHILDREN IN
THE CUSTODY OF THE CLARK COUNTY DEPARTMENT OF FAMILY SERVICES
CBE NO. 606110-22

SILVER STATE PEDIATRIC BEHAVIORAL SERVICES LLC
NAME OF FIRM
Daniel Mathis
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
3005 Horizon Ridge Dr, Suite 141 Henderson, NV 89052
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 436-3133
(AREA CODE) AND TELEPHONE NUMBER
(702) 310-3720
(AREA CODE) AND FAX NUMBER
dmathis@purecareliving.com
E-MAIL ADDRESS

INTERMEDIATE CARE FACILITY FOR INDIVIDUALS WITH INTELLECTUAL AND DEVELOPMENTAL DELAYS AND
RESIDENTIAL SERVICES FOR CHILDREN IN THE CUSTODY OF THE CLARK COUNTY DEPARTMENT OF FAMILY
SERVICES

This Contract is made and entered into this _____ day of _____ 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and SILVER STATE PEDIATRIC BEHAVIORAL SERVICES, LLC (hereinafter referred to as PROVIDER), for Intermediate Care Facility for Individuals with Intellectual and Developmental Delays and Residential Services for Children in the Custody of the Clark County Department of Family Services (hereinafter referred to as PROJECT).

W I T N E S S E T H:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$1,944,000, 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. The Healthcare Quality and Compliance (HCQC) license shall be obtained within 30 days of CONTRACT award.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from date of award through June 30, 2022, with the option to renew for 1, one-year period subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) and in accordance with the bed rate listed therein not-to-exceed amount of \$1,944,000. 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, 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. 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: Margaret LeBlanc Department of Family Services 5th Floor, 500 Grand Central Parkway, Las Vegas, NV 89155.
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, Jill Marano, Department of Family Services, telephone number (702) 455-4602 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.

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.
7. This agreement shall co-terminate with the term of the Interlocal Agreement between the State of Nevada and County for the lease of the Oasis building located at 6171 W. Charleston Blvd., Las Vegas, NV 89146, effective December 21, 2021 through June 30 2023.

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
Attn: Margaret LeBlanc 5th Floor
Department of Family Services
500 South Grand Central Parkway
Las Vegas, NV 89155

TO PROVIDER: Silver State Pediatric Behavioral Services, LLC
Attn: Daniel Mathis
3005 Horizon Ridge Drive, Suite 141
Henderson, NV 89052

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 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 and Las Vegas Metropolitan Police Department 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.

T. American Rescue Plan Act (ARPA) Funded Projects

PROVIDER, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

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:

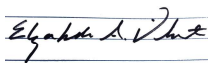
SILVER STATE PEDIATRIC BEHAVIORAL SERVICES, LLC

By:  _____
DANIEL MATHIS
Administrator

3/23/2022
DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By:  _____
ELIZABETH A. VIBERT
Deputy District Attorney

Mar 24, 2022

DATE

EXHIBIT A
INTERMEDIATE CARE FACILITY FOR INDIVIDUALS WITH INTELLECTUAL AND
DEVELOPMENTAL DELAYS AND RESIDENTIAL SERVICES FOR CHILDREN IN THE CUSTODY
OF THE CLARK COUNTY DEPARTMENT OF FAMILY SERVICES
SCOPE OF WORK

1. INTENT

COUNTY desires to retain experienced and qualified professionals to provide quality treatment and residential services to children in the custody of the Department of Family Services who are intellectually and/or developmentally delayed and/or diagnosed with an autism spectrum disorder and/or neurodevelopmental disabilities. PROVIDER must qualify as an Intermediate Care Facility (ICF) and must run in accordance with the standards set forth by the Division of Health and Human Services, Department of Public and Behavioral Health, and the Center for Medicaid Services.

2. PROGRAM REQUIREMENTS (use MSM and surveyor tool to get there)

a. Admission and Continued Stay Requirements

- 1) The child was be diagnosed as intellectually and/or developmentally delayed and/or as having an autism spectrum disorder. Eligible children will be diagnosed with a medically based mental health disorder or diagnosis and exhibit significant behaviors. Eligible diagnoses include but are not limited to:
 - Autism spectrum disorders
 - Developmental delays
 - Attention deficit hyperactivity disorder (ADHD)
 - Behavioral sleep problems
 - Developmental and behavior evaluation of children with genetic disorders
 - Elimination disorders
 - Fetal Alcohol Syndrome Disorders
 - High-risk Neonatal Follow-up Program
 - Intellectual/developmental delay
 - Traumatic/acquired brain injury
- 2) The child must have an Individual Program Plan (IPP).
- 3) A physician must certify the need for ICF care prior to or on the day of admission (or if applicant becomes eligible for Medicaid while in the ICF, before Nevada Medicaid Office (NMO) authorizes payment).
- 4) The certification must refer to the need for the ICF level of care, be signed and dated by the physician, and be incorporated into the child's record in the physician's orders.
- 5) Recertification by a physician or a nurse practitioner of the continuing need for ICF care is required within 365 days of the last certification. In no instance is recertification acceptable after the expiration of the previous certification.
- 6) The physical examination must document the child does not have any active communicable, contagious, or infectious disease.
- 7) The Interdisciplinary Team (IDT) evaluation documents that the child needs more intensive treatment than can be provided in a day treatment program or a community residential program.
- 8) The program must be directed toward the acquisition of behaviors necessary to maximize the child's possible independence and self determination or to prevent or decelerate regression or loss of the child's current level of functioning for a child for whom no further positive growth is demonstrable.
- 9) The IDT will develop an appropriate IPP based on its evaluation and reevaluation of the plan.

3. MEDICAL SERVICES REQUIRED TO BE PROVIDED OR COORDINATED BY PROVIDER:

- PROVIDER is responsible for coordinating appointments and transportation to appointments. These costs are included in the per day bed rate. COUNTY is responsible for the cost of treatment services if the child is not Medicaid eligible. This cost is in addition to the per day bed rate in the compensation section below. PROVIDER is responsible for billing Medicaid if the child is Medicaid eligible. Prompt and effective medical treatment as needed.
- Admission examinations, annual physical examinations, order medical services to include routine laboratory work, X-rays, etc.
- Access to an approved medical facility for emergency, inpatient, laboratory, x-ray, and special studies, etc. or another approved facility if ordered by the physician.
- Transportation to scheduled medical appointments.
- Appropriate documentation of all medical services rendered are entered into the minor child's medical record along with all laboratory reports, X-ray reports, consultations, etc.
- Medical summaries are completed and documented in each minor child's record.
- Medications administered in the facility for those children if prescribed by a physician.

4. **DENTAL SERVICES:** PROVIDER is responsible for coordinating appointments and transportation to appointments. These costs are included in the per day bed rate. COUNTY is responsible for the cost of treatment services if the child is not Medicaid eligible. This cost is in addition to the per day bed rate in the compensation section below. PROVIDER is responsible for billing Medicaid if the child is Medicaid eligible.
- Unless otherwise ordered by the dentist, clients receive prophylaxis treatment at least every 6 months.
 - Other dental procedures as recommended by the dentist.
5. **NURSING SERVICES:** SERVICES are required to meet all standards as prescribed by the licensing authority (Healthcare Quality and Compliance) and the Division of Healthcare Finance and Policy (Medicaid) :
- The nurse should record observations which pertain to a client's physical status as needed. The nurse shall record information objectively and accurately. Documentation may include but is not limited to the following: feeding problems, changes in appetite, changes in appearance, changes in behavior, elevated temperature, any indication of problems, significant weight changes, injuries, edema, seizures differing from pattern, skin changes such as rashes, redness, swelling, symptoms of illness or approaching illness, and changes in body functions such as sleeping, elimination, and eating.
 - During illness or other condition requiring attention, progress or lack of progress should be recorded. There should also be documentation as to the resolution of the illness and effectiveness of any medication.
 - Vital signs (temperature, pulse, respiration, blood pressure) are taken upon admission to the group home and otherwise as needed. Blood pressure should be recorded at least monthly. Vital signs should be taken and recorded any time a client appears ill. Vital signs are to be taken as ordered by the physician and as requested by the nurse.
6. **NUTRITIONAL SERVICES:**
- The facility ensures that each client is provided a diet that is appropriate in nutrients, calories, and form for their physical needs and capabilities.
 - Table service shall be provided. The dining area shall be equipped with table, chairs, eating utensils, and dishes designed to meet the developmental needs of each client.
 - The dining room shall promote a pleasant and homelike environment and will be designed to stimulate maximum self-development, social interaction, comfort and pleasure.
 - A nourishing, well-balanced diet, consistent with local customs shall be provided to all clients. Enough time shall be allowed for eating to promote development of self-feeding skills, encourage socialization, and provide a pleasant meal-time experience.
 - Staff shall eat with the clients in a family-style arrangement. Food is prepared according to the menu and placed on the table family style.
 - Clients serve themselves under the supervision of the staff and receive assistance as necessary.
 - There shall be at least 3 meals served daily at regular times with no more than a 14-hour span between a substantial evening meal and breakfast the next morning unless an adequate snack is provided.
 - Food shall be served as soon as possible after preparation in order to conserve nutritive values and palatability and shall be served in an attractive manner, in appropriate quantity, and at the developmental level of the client.
 - Dietary practices in keeping with the religious requirements of the clients' faith groups should be observed at the request of parents or guardians.
 - Substitutions will be made for food allergies.
 - Food likes/dislikes will be honored as much as possible.
 - The menus will be approved by a registered dietitian to ensure that they meet the nutritional needs and developmental abilities of the clients. The dietitian will plan the diet according to the objectives of the American Dietetic Association.
 - Special diet patterns must be planned in writing and kept on file.
 - A snack may be offered to clients in keeping with their total daily nutrition needs. Between-meal nourishments are served on special diets as prescribed.
 - Food storage procedures shall meet state and local regulations. Dry or staple food items are stored at least 12 inches off the floor, in a ventilated room, not subjected to sewage, or waste water backflow, or contaminated by leakage, rodents, or vermin.
 - All food, raw or prepared, is stored in a sanitary manner.

7. **PSYCHOLOGICAL SERVICES:** PROVIDER is responsible for coordinating appointments and transportation to appointments. These costs are included in the per day bed rate. COUNTY is responsible for the cost of treatment services if the child is not Medicaid eligible. This cost is in addition to the per day bed rate in the compensation section below. PROVIDER is responsible for billing Medicaid if the child is Medicaid eligible.
- Psychological services will be provided to assess and facilitate as appropriate the maximum intellectual, emotional, and adaptive capacity of each client.
 - Psychological services will be provided by a licensed psychologist.
 - Special effort will be taken to ensure that the least restrictive and most normative measures are employed.
 - Psychological services will carefully conform to the ethics of the American Psychological Association and the laws and guidelines on human rights as contained in the state statutes and will on all occasions employ the most humanitarian procedures.
 - Services may be provided by contract.
8. **RECREATIONAL SERVICES:**
- Recreation and leisure services shall be provided in an organized manner so that clients' needs may be met with the highest quality of recreational programming available. These services are included in the bed rate.
9. **PHYSICAL THERAPY AND OCCUPATIONAL SERVICES:** PROVIDER is responsible for coordinating appointments and transportation to appointments. These costs are included in the per day bed rate. COUNTY is responsible for the cost of treatment services if the child is not Medicaid eligible. This cost is in addition to the per day bed rate in the compensation section below. PROVIDER is responsible for billing Medicaid if the child is Medicaid eligible.
- Physical therapy service is to provide, directly and indirectly, the highest level of professional care and treatment to clients who would benefit from these services. Service is provided in an atmosphere conducive to optimal physical and psycho-social development and maintenance.
 - Any treatment program will be carried out by the licensed physical therapist if indicated or by appropriately trained direct care staff who will function under the supervision of the therapist.
 - Data on treatment progress will be collected and recorded in a progress note and will be evaluated periodically as a means of determining the appropriateness and effectiveness of the program.
 - Services may be provided on site or client's may be transported to appropriate program or facility.
10. **RESPONSIBILITIES OF PROVIDER**
- a. PROVIDER is responsible to verify a child's Medicaid eligibility for services.
 - b. PROVIDER must maintain a valid certification of compliance with federal requirements for participating in Medicaid Program and a valid provider agreement with Nevada Medicaid Office.
 - c. PROVIDER must complete a preliminary assessment of each child within 72 hours of admission to facility. The preliminary assessment must include background information and current valid assessments of function, developmental, behavioral, social, health, and nutritional status to determine if the facility can provide for the child's needs, if the child is likely to benefit from placement in the facility, and what services are needed to meet those needs.
 - d. Within 30 days of admission, PROVIDER must develop an IPP for each resident based on interdisciplinary professional comprehensive evaluations. The IPP must include opportunities for individual choice and self-management and identify the discrete measurable criteria-based objective to child is to achieve, and the specific individualized program of specialized and generic strategies, supports and techniques to be employed.
 - e. PROVIDER must provide active treatment consisting of needed interventions and services in sufficient number and frequency to support the achievement of the objectives identified in the IPP.
 - f. Within 30 days of admission to the facility, staff must develop an active treatment schedule which outlines the current active treatment program and is readily available for review by relevant staff.
 - g. PROVIDER must have one or more Qualified Intellectual Disability Professional (QIDP) Review the IPP and assure it is revised as necessary.
 - h. Within one year of the resident's admission date and at least once annually thereafter, PROVIDER must re-evaluate each child and revise the IPP. Revisions must be developed and implemented, and recommendations acted upon within 30 days of ICT meeting whenever possible.
 - i. PROVIDER must complete the Monthly Facility Occupancy Report indicating the actual census as of the first day of each month. The report should be submitted to the Division of Health Care Financing and Policy by the fifth of each month.
 - j. Incidents involving any potential harm to a resident in or around the facility must be recorded, reported to the resident's physician, family member, authorized representative or legal guardian, legal custodian, and evaluated by a nurse. Records must be maintained in accordance with law and state policy.

- k. Provider must provide adequate notice of any impending discharge and must provide a written discharge plan which provides for continuity of care and recommendations for continued care for the child. Provider will include a representative from the Department of Family Services in drafting the discharge plan.
- l. Provider will provide transportation to scheduled medical appointments.

11. RESPONSIBILITIES OF COUNTY

- a. Provide a point of contact for PROVIDER
- b. Contact PROVIDER to refer children and/or their caretakers.
- c. Provide relevant background information and documentation for each child and/or their caretaker at the time of the referral to the extent COUNTY has the information and documentation.
- d. Receive from PROVIDER updated treatment and service planning documents every 90 days.
- e. Facilitate quarterly meetings with PROVIDERS
- f. Continue to provide case oversight on referred cases

12. COMPENSATION AND TERMS OF PAYMENT

- a. COUNTY will not pay PROVIDER for appointments in which the children and/or caretakers did not appear for the appointment.
- b. PROVIDER shall seek prior authorization for any SERVICES that are in excess of the regular contract amount.
- c. PROVIDER shall invoice COUNTY for SERVICES provided no later than 30 days of completion of an evaluation; however, COUNTY's fiscal year ends June 30th of each year, and all invoices completed during the month of June must be submitted no later than seven (7) days after the end of the fiscal year.
- d. PROVIDER's invoices not submitted to COUNTY within six months from date of services shall be rejected for payment in accordance with NRS 244.250
- e. Invoices shall be submitted by email to the Department of Family Services, Attn: Fiscal Unit, 121 South Martin Luther King Blvd, Las Vegas, NV 89106. Invoices must include:
 - 1) Invoice #
 - 2) Date(s) of service
 - 3) Date of invoice
 - 4) UNITY case number (if applicable)
 - 5) Client's name
 - 6) Provider Name, Address, Business phone
 - 7) Services provided
 - 8) Practitioner Name & Licensure (if applicable)
 - 9) Invoice amount

Maximum of 6 beds

Filled per day bed rate: \$600

Empty per day bed rate: \$400

Medicaid per day bed rate: Varies

COUNTY will pay the empty bed rate of \$400 for all empty beds throughout the PROJECT.

COUNTY will pay the filled per day bed rate of \$600 if the child is not covered by Medicaid. Once the child is covered, the per bed Medicaid rate will apply and COUNTY will be responsible for the difference up the filled per day bed rate of \$600.

Upon PROVIDER taking occupancy of the building, COUNTY will pay the full per day bed rate of \$600 for the first 3 months to support start up.

13. BUILDING ALTERATIONS

No alterations, additions, or improvements to or on the Premises shall be made without written approval by County's Director of Real Property Management or designee.

14. EXTERIOR MAINTENANCE

State shall repair and maintain the Premises, heating, air conditioning equipment, exterior walls, exterior roof, cement-embedded or sub-surface assessable and non-accessible plumbing serving the Premises, sidewalks, driveways, landscaping and parking lots, fixtures and appurtenances furnished by the State under this Contract in good repair and tenantable condition. PROVIDER shall contact COUNTY representative if there are items that require maintenance or repair.

15. BUILDING MAINTENANCE

PROVIDER accepts the Premises as being in good repair and tenantable condition. Building maintenance services will be available by the State upon written request by COUNTY. PROVIDER shall notify COUNTY of required or requested maintenance. COUNTY is responsible for scheduling maintenance with the State.

16. CUSTODIAL SERVICES

PROVIDER shall be responsible for the cost of custodial services.

17. UTILITIES

Utilities consist of Electricity, Natural Gas, Garbage Disposal, Sewer and Water. The State will maintain ownership of utility services. COUNTY is responsible for utility services. PROVIDER shall contact COUNTY with issues and COUNTY will work with the State.

18. FURNITURE FIXTURES AND EQUIPMENT

All existing furniture, fixtures and equipment within OASIS has been transferred to COUNTY for continued use. Furniture and equipment may be removed from State occupied space when State staff relocate. COUNTY shall repair and maintain all equipment and fixtures in good, safe, and sanitary condition. PROVIDER shall be responsible for damage to furniture and fixtures and equipment if it is deemed the damage was caused by negligence.

19. ADA REQUIREMENTS

COUNTY shall be responsible for ADA issues within the building. COUNTY is responsible for scheduling modifications with the State.

20. RECORDS/BACKGROUND CHECKS

- A. PROVIDER agrees to process a complete background check on all employees engaged in providing services under this Agreement within thirty (30) days of the execution of this Agreement and prior to any direct contact with referred clients prior to the commencement of such services.
- B. A complete background check will include having the person's information (i.e., fingerprints) searched through the following databases:
 - a. NCIC (National Crime Information Center).
 - b. NCJIS (Nevada Criminal Justice Information System); and
 - c. SCOPE II (Shared Computer Operation for Protection and Enforcement), and
 - d. CANS (Child Abuse and Neglect Search in Nevada and in any other state the employee has resided during the last (5) years).
- C. COUNTY requires that a PROVIDER or an employee or agent of a PROVIDER shall not have any of the criminal convictions, charges or pending charges listed below:
 - a. Murder, voluntary manslaughter, involuntary manslaughter or mayhem;
 - b. Any felony involving the use or threatened use of force or violence or the use of a firearm or other deadly weapon;
 - c. Assault with intent to kill or to commit sexual assault or mayhem;
 - d. Battery which results in substantial bodily harm to the victim;

- e. Battery that constitutes domestic violence that is punishable as a felony;
 - f. Battery that constitutes domestic violence, other than a battery described in subparagraph (5), within the immediately preceding 3 years;
 - g. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or an offense involving pornography and a minor;
 - h. A crime involving pandering or prostitution, including, without limitation, a violation of any provision of NRS 201.295 to 201.440, inclusive;
 - i. Abuse or neglect of a child, including, without limitation, a violation of any provision of NRS 200.508 or 200.5083 or contributory delinquency;
 - j. 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;
 - k. A violation of any federal or state law prohibiting driving or being in actual physical control of a vehicle while under the influence of intoxicating liquor or a controlled substance that is punishable as a felony;
 - l. A violation of any federal or state law prohibiting driving or being in actual physical control of a vehicle while under the influence of intoxicating liquor or a controlled substance, other than a violation described in subparagraph (11), within the immediately preceding 3 years;
 - m. Abuse, neglect, exploitation, isolation or abandonment 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; or
 - n. Any offense involving arson, fraud, theft, embezzlement, burglary, robbery, fraudulent conversion, misappropriation of property or perjury within the immediately preceding 7 years; or
- D. In addition, COUNTY will check the Nevada Statewide Central Registry as established by NRS 432.100 and any other state's central registry where PROVIDER or provider's employee or agent has resided in the last five (5) years to determine whether there has been a substantiated report of child abuse or neglect made against PROVIDER or PROVIDER's employee or agent within the immediately preceding 5 years.
- E. PROVIDER will provide COUNTY with a list of Employee(s) assigned to perform the task outlined in this Contract. This list shall be e-mailed/scheduled with COUNTY's Human Resources at DFShumanresources@clarkcountynv.gov.
- F. Failure to follow this procedure may result in termination of this Contract.

EXHIBIT B
**INTERMEDIATE CARE FACILITY FOR INDIVIDUALS WITH INTELLECTUAL AND
DEVELOPMENTAL DELAYS AND RESIDENTIAL SERVICES FOR CHILDREN IN THE CUSTODY
OF THE CLARK COUNTY DEPARTMENT OF FAMILY SERVICES**
INSURANCE REQUIREMENTS

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

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. 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) Medical Expenses (\$5,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (H) Policy Number
 - (I) Policy Effective Date
 - (J) Policy Expiration Date
 - (K) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (L) Policy Number
 - (M) Policy Effective Date
 - (N) Policy Expiration Date
 - (O) Aggregate (\$1,000,000)
 8. Description: CBE Number and Name of Contract (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	
INSURED 2. PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	3. Company's Best Key Rating
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE \$ (D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$ (E)
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ (F) 5,000
							PERSONAL & ADV INJURY \$ (G) 1,000,000
							GENERAL AGGREGATE \$ (H) 2,000,000
							\$ (I)
	GEN'L AGGREGATE LIMIT APPLIES PER:						DEDUCTIBLE MAXIMUM \$ 25,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
5.	AUTOMOBILE LIABILITY			(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident) \$ (M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM \$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					WC STATUTORY LIMITS OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	describe under DESCRIPTION OF OPERATIONS below						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. CBE NO. 606110-22; INTERMEDIATE CARE FACILITY FOR INDIVIDUALS WITH INTELLECTUAL AND DEVELOPMENTAL DELAYS AND RESIDENTIAL SERVICES FOR CHILDREN IN THE CUSTODY OF THE CLARK COUNTY DEPARTMENT OF FAMILY SERVICES.

9. CERTIFICATE HOLDER

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

CANCELLATION

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

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. 606110-22, entitled INTERMEDIATE CARE FACILITY FOR INDIVIDUALS WITH INTELLECTUAL AND DEVELOPMENTAL DELAYS AND RESIDENTIAL SERVICES FOR CHILDREN IN THE CUSTODY OF THE CLARK COUNTY DEPARTMENT OF FAMILY SERVICES;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

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

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

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