# CLARK COUNTY, NEVADA

# RAPID REHOUSING (RRH) FOR FAMILIES PROGRAM CBE NO. 606266-22

Li

LUTHERAN SOCIAL SERVICES OF NEVADA
NAME OF FIRM
Armena Mkhitaryan, Executive Director
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
4323 Boulder Highway Las Vegas, Nevada 89121
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 547-3558
(AREA CODE) AND TELEPHONE NUMBER
(702) 639-1730
(AREA CODE) AND FAX NUMBER
tristan@lssnv.org
 E-MAIL ADDRESS

# RAPID REHOUSING (RRH) FOR FAMILIES PROGRAM

This Contract is made and entered into thisday of	_2022, by and between CLARK
COUNTY, NEVADA (hereinafter referred to as COUNTY), and LUTHERAN SOCIAL SERVICES OF	NEVADA (hereinafter referred to
as PROVIDER), for Rapid Rehousing (RRH) for Families Program (hereinafter referred to as PROJEC	T).

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 \$10,000,000, 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 <u>July 1, 2022</u> through <u>June 30, 2023</u>, 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 \$10,000,000. 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

- 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: <a href="http://www.gsa.gov/portal/category/21287">http://www.gsa.gov/portal/category/21287</a>.
  - 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.
- 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.
- 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, Chaqula 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. <u>Suspension</u>

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.

#### 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:

Clark County Social Service - RAD Unit

	Attention: Chaqula Kallo and Danita Osborne
	1600 Pinto Lane
	Las Vegas, Nevada 89106
TO PROVIDER:	Lutheran Social Services of Nevada
	Attention: Tristan Hightower
	4323 Boulder Highway
	Las Vegas, Nevada 89121

TO COUNTY:

# 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 JESSICA COLVIN DATE Chief Financial Officer PROVIDER: LUTHERAN SOCIAL SERVICES OF NEVADA ARMENA MKHITARYAN Executive Director APPROVED AS TO FORM: STEVEN B. WOLFSON District Attorney Elahah & What Aug 13, 2022 ELIZABETH A. VIBERT DATE

Deputy District Attorney

# **EXHIBIT A**

# LUTHERAN SOCIAL SERVICES FOR RAPID REHOUSING FOR HOMELESS FAMILIES WITH CHILDREN

# 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 state, federal, 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 with a primary focus on childless adults. The Department provides programmatic services targeted at various levels to include emergency housing, transitional housing, rapid rehousing, permanent supportive housing, and supportive services. Services are designed for various levels of vulnerable adults to address the underlying causes of homelessness and services necessary to support independence.

This project is intended to provide rapid rehousing services and support to families with children experiencing homelessness. The project will support the needs of the client, support the goal of ending homelessness, and reduce incidences of utilization of high-cost public systems by using the best practices of Housing First/Harm Reduction and Intensive Case Management (ICM).

#### 2.0 Scope of Project

Clark County (COUNTY) will provide County funds to Lutheran Social Services (PROVIDER) to assist with the cost of operating a rapid rehousing program for families with children (PROGRAM). The PROGRAM is designed to assist families with children experiencing homelessness to quickly transition into permanent housing. Rapid Rehousing (RRH) providers are expected to implement a case management approach designed – through connection to mainstream benefits, agency partners, and other community resources – to increase household income and ensure long-term housing stability for project clients. Rapid rehousing should focus on helping people (1) obtain housing quickly, (2) increase self-sufficiency, and (3) stay housed. The PROGRAM should serve at least 60 homeless families with children.

The PROGRAM services shall be provided to families with children free of charge and for the entire PROGRAM period. COUNTY will authorize funds made available for the 2022/2023 program year commencing July 1, 2022 ending June 30, 2023 with the option to renew for (4), one-year periods, with approved grant funding, community need and acceptable provider performance.

#### 3.0 Definitions

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

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

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

one type of setting or service program to another

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

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

Coordinated Entry System (as defined by HUD) means a centralized or coordinated process designed to coordinate program client 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.

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

**Diversion** is a strategy that prevents homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and, if necessary, connecting them with services and financial assistance to help them return to permanent housing.

e-CImpact is an online grant management tool used to collect, manage, and report on program-level outcome data. It is a tool utilized by CCSS to organize grant and contract information and used by contracted providers to complete monthly reporting requirements associated with performance and outcome measurement.

**Emergency Shelter (ES)** are sheltering programs that have minimal entry criteria, include time limits (varies by agency) where the duration is typically less than 90-120 days; are located in a structure offering protection from the elements, provide restroom facilities and drinking water, are supervised and offer appropriate heating/cooling and

proper ventilation. Generally, one hot meal is provided, and no fee is required. ES can include beds, units, temporary spaces or motel/hotel vouchers available to meet the emergency housing needs of persons and families who would otherwise be living on the streets. This does not include the programs and services that meet the definition of prevention, transitional housing or permanent housing.

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

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

Housing First is a best practice model approach used to house and provide services for the homeless. Housing First

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

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

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

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

**Mainstream Services** are provided by government-funded programs that provide services, housing, and income supports to poor persons, whether homeless or not. They include programs providing welfare, health care, mental health care, substance abuse treatment, veteran assistance, housing subsidies, and employment services.

**Move-in Services** are those activities that help a client physically move from their current living situation into a qualified housing unit. Services could include: packing supplies, packing assistance, furniture/appliance obtainment, coordination of physical move (truck, movers, etc.).

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

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

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

Optimize self-sufficiency among individuals and families experiencing homelessness.

#### **Supportive Housing**

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

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

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

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

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

#### 4.0 Target Population and Admission Criteria

- 1. Clients must be referred from the coordinated entry system -AND-
- 2. Clients must be households with at least one minor child under the age of eighteen -AND-
- 3. Served client population must meet the definition of homeless as previously defined -OR-
- 4. Homeless families with children involved with the Department of Family Services (DFS).

#### 5.0 Services

The purpose of this section is to provide a description of the services the PROVIDER is responsible to deliver. The PROVIDER is expected to help 60 families with children experiencing homelessness move as quickly as possible into permanent housing and achieve long-term stability through the provision of the following services:

- A. Rapid rehousing case management which is assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a family experiencing homelessness by assisting them in overcoming immediate barriers to obtaining housing and includes (where applicable):
  - a. Conducting the initial evaluation, including verifying and documenting eligibility
  - b. Using the coordinated entry system
  - c. Counseling
  - d. Developing, securing, and coordinating services
  - e. Obtaining Federal, State, and local benefits
  - f. Monitoring and evaluating client progress

- g. Providing information and referrals to other providers
- h. Developing an individualized housing and service plan, including planning a path to permanent housing stability
- i. Conducting required annual re-evaluation(s)

#### Effective rapid rehousing case management should:

- a. Be housing-focused. To effectively assist client households in achieving housing stability, PROVIDERS must provide ongoing housing-focused case management services. The primary objective of housing- focused case management is to extend support to clients, through an individualized case management relationship, that will ultimately translate to increased housing stability. Housing-focused case management delivery should include:
  - 1. regular consultations with clients in individualized meetings, dedicated to assessing and reassessing needs, educating clients on program and community resource opportunities;
  - 2. developing housing stability plans;
  - 3. scheduling appointments; and
  - 4. providing necessary follow up to ensure housing stability plans are progressing on schedule and needs is adequately being addressed.

PROVIDERS should also use housing-focused case management to determine how to allocate financial assistance to clients on the basis of relative need. Meetings should occur in a client's home and/or in a location of the client's choosing whenever possible.

- b. Establish a collection of supportive services upon which linkages with public benefits and mainstream community resources can be layered. To create such linkages, PROVIDERS should research the availability of local programs including healthcare, affordable housing, employment, income support, legal assistance, transportation, and other services to address identified needs and goals. Case managers must help to develop a plan to assist the client retain permanent housing after the assistance ends, taking into account all relevant considerations, such as the client's current or expected income and expenses, other public or private assistance for which the client will be eligible and likely to receive, and the relative affordability of available housing in Southern Nevada.
- c. Be client-driven. Case managers should actively engage clients in voluntary case management and service participation by creating an environment in which the client is driving the case planning and goal-setting based on what they want from the program and services, rather than on what the case manager decides they need to do to be successful. Case managers should use a strengths-based approach to empower clients, identifying inherent strengths of a person or family instead of diagnoses or deficits, then building on those strengths to empower the household to succeed.
- d. Be flexible in intensity by offering only essential assistance until or unless the client demonstrates the need for or requests additional help. The intensity and duration of case management is based on the needs of individual households and may lessen or increase over time. Services must transition households from homelessness and provide permanent housing that is scattered-site using a Housing First Approach to assist clients with locating and securing housing, negotiating with landlords, obtaining, completing, submitting and tracking the status of housing subsidy applications, completing requests for rental assistance/eviction prevention, making referrals to community agencies for tenant rights legal matters, communicating with affordable housing developers, and providing any needed advocacy and support to retain housing.
- e. Have an evolving focus. Initially, RRH case management should be primarily focused on assisting a client in obtaining and moving into a new housing unit. Case managers should help clients resolve or mitigate tenant screening barriers like rental and utility arrears or multiple evictions, obtain necessary identification if needed, support other move-in activities such as providing furniture, and prepare clients for successful tenancy by reviewing lease provisions. After moving in, RRH case management should be home-based and help clients stabilize in housing. Based upon their needs and requests, it should help clients identify and access supports, including family and friend networks, mainstream and community services, and employment and income. Case managers should resolve issues or conflicts that may lead to tenancy problems, such as disputes with landlords or neighbors while also helping clients develop and test skills they will use to retain housing once they are no longer in the program.
- f. Include clear communication regarding rapid re-housing assistance end dates and case closure.

In some instances, case management may continue after financial assistance ends if appropriate or requested by the household. For those who will require ongoing support after exiting the rapid rehousing program, case managers should provide clients with warm handoffs to mainstream and community-based services that will continue to assist them.

PROVIDERS should have defined policies and objective standards for when case management should continue and end. These guidelines must be flexible enough to respond to the varied and changing needs of program clients. In instances where cases are continued outside of these defined policies and objective standards, there should be a review and approval process.

- B. **Short- and/or medium-term rental assistance.** The intent of the rental assistance component of rapid rehousing is to enable the quick contract of the immediate housing crisis. Rental assistance:
  - a. Should be flexible and tailored to the varying and changing needs of a household while providing the assistance necessary for households to move immediately out of homelessness and to stabilize in permanent housing.
  - b. Amount must be based on the goal of providing the minimum level of support necessary for each household to achieve long-term housing stability. PROVIDERS should start by assuming households, even those with zero income or other barriers, will succeed with a minimal subsidy and support rather than a long subsidy, and extend or increase rental assistance if/when necessary. Households with higher housing barriers or no income may need assistance for different depths or durations, but such households should still be assisted in immediately attaining permanent housing.
  - c. May only be provided if the payment of such assistance is necessary to enable the client to obtain or retain permanent housing. PROVIDERS must help clients develop a reasonable plan to address their future ability to pay rent. PROVIDERS should assist clients to implement such a plan by directly providing necessary supports or by helping clients to obtain necessary public or private benefits or services. If a PROVIDER determines that the rent is not reasonable or sustainable, grant funds should not be used to provide rental assistance. In such cases, PROVIDERS should assist the client in locating housing that better meets the client's needs or, if such housing is not readily available, attempt to connect the client with a program that offers long-term rental assistance (e.g., HUD- VASH, CoC funded supportive housing programs, etc.). If necessary, PROVIDERS should attempt to connect clients with short-term support if long-term support is not readily available.
  - d. Must be based upon the initial evaluation of a client's housing barriers, periodic re-evaluation, and the client's progress meeting the goals of his or her housing stability plan. PROVIDERS have the discretion to determine and provide the appropriate level of rental assistance. PROVIDERS should determine the level of assistance provided on a case-by-case basis, based on the minimum amount necessary for the client to obtain and maintain stability in permanent housing.
  - e. Duration and amount should be determined using a progressive approach. It should be flexible enough to adjust to households' unique needs and resources, especially as clients' financial circumstances or housing costs change. PROVIDERS must have policies detailing their approach that include clear and fair decision guidelines and processes for reassessment for the continuation and amount of financial assistance. Policies and procedures must also detail when and how rapid re-housing assistance is used as a bridge to a permanent subsidy or permanent supportive housing placement.

PROVIDERS should make efforts to maximize the number of households they are able to serve by providing households with rental assistance in a progressive manner, providing only the assistance necessary to stabilize in permanent housing. By not over-serving households, programs can maximize the impact of available resources to serve the largest number of people possible. The flexible nature of the RRH model enables agencies to be responsive to the varied and changing needs of program clients and the community as a whole.

- C. Financial Assistance. PROVIDERS may provide the following financial assistance to clients:
  - a. Security Deposits up to 2 month's rent as a security deposit for a housing unit
  - b. First and Last Month's Rent
  - c. Rental Application Fees.
  - d. Utility Deposits and Payment required by the utility company for all customers for gas, electric,

- water, and sewage service.
- e. Property Damages
- f. Renter's Insurance
- g. Items approved in the PROVIDER's budget.
- h. Other items approved by the COUNTY in writing.
- D. Moving Costs Moving costs payment assistance includes costs necessary to help the client obtain permanent housing. Moving costs may include reasonable costs such as truck rental, hiring a moving company, or short-term storage fees for a maximum of 3 months or until the client is in permanent housing, whichever is shorter. Note: A one-time moving cost for truck rental means one episode of moving to permanent housing. A truck rental may be needed to move client's belongings to storage unit and then moved again once permanent housing is secured. Relocation expenses are an allowable use, when a solid housing stability plan is in place.
- E. **Supportive Services** Case managers will assist each client, as needed, to obtain appropriate supportive services, including assistance in obtaining permanent housing, family specific services, and other services essential for achieving independent living and stability. Grant funds may be used to pay for eligible supportive services that address the specific needs of families.
- F. **Bridge Housing** Case managers will assist clients, as needed, in providing suitable bridge housing placement based on the needs of the client which may include transporting the client to bridge housing and the provision of stabilization services.

# 6.0 Responsibilities of PROVIDER

The purpose of this section is to provide a description of how the PROVIDER is expected to utilize the allocated funding to provide the highest quality of service to meet the necessary service provisions of the grant. The PROVIDER will:

- 1. Ensure the operation of the PROGRAM is in accordance with Nevada Revised Statutes, Nevada Administrative Codes, and all other applicable Federal, state and local regulations and with the provisions of the Southern Nevada Rapid Rehousing Written Standards. These written standards are intended to set basic, minimum requirements to ensure that RRH projects are administered fairly and methodically. PROVIDERS are expected remain bound by the terms of this scope of work and nothing in the standards should be construed to relieve projects of this responsibility. PROVIDERS are encouraged to contact the COUNTY regarding unique client issues that may require flexibility with the provisions of the Southern Nevada Rapid Rehousing Written Standards. Any deviation must be approved by the COUNTY in writing.
- 2. Ensure ongoing operation of the PROGRAM in accordance with Nevada Revised Statutes, Nevada Administrative Codes, and all other applicable federal, state and local regulations.
- 3. 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.
- 4. Have clearly defined policies and procedures for determining the amount of assistance provided to a client, the payment of assistance, and defined and objective standards for when case management and financial assistance should continue and end, and should ensure that clients receiving financial assistance are informed of such guidelines. Guidelines should be flexible enough to respond to the varied and changing needs of program clients, including clients with zero income.
- Participate in coordinated entry: The community has developed a coordinated entry system that may be staffed by a third party. PROVIDER must participate and receive referrals from the coordinated entry system. Households with the highest need and vulnerability will be prioritized for program entry.
- 6. Housing will include scattered-site rental units that are appropriate for the households/individuals that can be retained by the households/individuals after they exit the program.
- 7. Actively participate in Continuum of Care and community planning to end homelessness: This includes actively participating in the Continuum of Care meetings and annual Point-In-Time counts. PROVIDER must work collaboratively with community and other providers serving clients to minimize duplication of service and maximize utilization of available resources.
- 8. Actively participate in COUNTY mandated trainings, workshops, learning collaboratives or other capacity

- building activities.
- 9. Participate in Homeless Management Information System (CMIS/HMIS): PROVIDER will enter data in a timely manner into CMIS/HMIS in alignment with the Nevada HMIS Data Quality Plan.
- 10. 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.
- 11. Additional Responsibilities:
  - Employ management, staff, and volunteers with sufficient technical knowledge, skill, and expertise
    necessary to provide the services while ensuring appropriate staff to client ratios. Staffing should
    be comprised of a multi-disciplinary team.
  - 2. Be available for consultation regarding the operation and progress of the PROGRAM with all parties to the funding agreement and at other reasonable times with advance notice as to not conflict with PROVIDER's other responsibilities.
  - 3. Enter and update agency and program information into Nevada 2-1-1 prior to the commencing of each year of services. A copy of the listing must be provided to the COUNTY's authorized representative.
  - 4. Enter real-time client service information into CMIS/HMIS (to include recording the client's location on the Location tab and contact information on the Contact tab whenever possible); and complete reports in grant management system e-CImpact by the 15th of each month. Monthly reports will be generated from data collected in CMIS/HMIS.
  - 5. Establish such fiscal and accounting procedures necessary to ensure the proper disbursal 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.
  - 6. PROVIDER must submit to COUNTY's authorized representative a monthly invoice by the 15<sup>th</sup> calendar day of each month for the previous month's services, which includes documentation of services provided via housing census reports from CMIS/HMIS or comparable DV database for DV shelters, the fee for each unit of service, and the total amount requested to support the PROGRAM.
  - PROVIDER shall provide written notice to COUNTY of any program changes during the lifecycle of the contract for which COUNTY's funds are allocated under the provisions of Contract(s) to be approved and adopted between COUNTY and PROVIDER.
  - 8. PROVIDER is responsible to participate with the COUNTY within the local Continuum of Care (CoC) in further development of improved provision of homeless case management and housing services. This includes collaboration with other homeless service providers to minimize duplication of service and maximize utilization of available resources.
  - PROVIDER agrees to ensure, to the maximum extent practicable, that individuals and families
    experiencing homelessness are involved, through employment, provision of volunteer services, or
    otherwise, in maintaining facilities and providing supportive services for the PROGRAM.
  - 10. PROVIDER must have a client grievance policy in place, a copy of which should be made available to clients. This policy should be available to address grievances involving a PROVIDER's internal policies, services or activities. In the event a grievance is received regarding a PROVIDER's internal policies, services or activities, the grievance will be referred to the appropriate agency for Contract under the PROVIDER's internal grievance policy. Each PROVIDER must make a good faith effort to resolve client grievances as best they can in the moment. Complaints that should be addressed directly by the PROVIDER staff member or supervisor include complaints about agency conditions, how the client was treated by PROVIDER staff, and violations of confidentiality agreements. If the

client feels the complaint was not adequately addressed, the client should then follow the PROVIDER's internal grievance procedure.

#### 12. PROVIDER will certify to:

- 1. Maintain the confidentiality of records pertaining to any individual or family that is provided domestic violence prevention or treatment services through the PROGRAM;
- 2. 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;
- 3. 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;
- 4. 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;
- 5. Ensure that the PROVIDER, its officers, and employees are not debarred or suspended from doing business with the Federal Government.

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

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

# 7.0 Performance Outcomes

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

Outcome #1 (HOUSING): Clients experience increased housing stable homelessness, leading toward self-sufficiency.	ility resulting in a reduced likelihood of				
Major Tasks Necessary to Realize Outcomes (Activities):	Output Resulting from Tasks:				
Staff will assess clients for specific needs and work together to search for housing using Housing First and other harm reduction methods.	Number of assessments administered				
Case Manager will conduct housing search and counseling activities to assist clients in their transition to permanent housing.	Number of property services provided (housing quality standard inspections, environmental reviews, housing search and counseling assistance, follow-up, etc.)				
Clients will enter lease agreement with leasing agent after passing HQS inspection.	Number of lease agreements executed				
Case Manager will acquire all necessary household items and assist client with move in to improve the likelihood of housing retention.	Number of sets of items distributed				
<b>Target &amp; Indicator:</b> 80% of clients will remain in housing at the end of the operating year or exit to permanent housing (subsidized or unsubsidized) during the operating year.					
Outcome Measurements: CMIS/HMIS – Number of clients that are stably housed at the end of the operating year.  (Client follow-up to include home visits and well checks, documentation into CMIS/HMIS.)					

Major Tasks Necessary to Realize Outcomes:	Output Resulting from Tasks:				
Staff will assess client's financial situation to determine potential for financial and mainstream benefits.	Number of assessments administered				
Case Manager will assist clients in applying for supports that increase their income and assist clients in improving their employment situation where appropriate.	Number of employment training services provided Number of SNAP services provided Number of SOAR serviced provided				
<b>Target &amp; Indicator:</b> 65% of clients will maintain or increase income (from all program exit.	sources) at the end of the operating year or				
Outcome Measurements: CMIS/HMIS – Number of clients who maintain or increase their income prior to exiting the program. (Client follow-up and documentation into CMIS/HMIS.)					

Outcome #3 (MEDICAL): Clients will experience increased medical stability, leading toward self-sufficiency.						
Major Tasks Necessary to Realize Outcomes: Output Resulting from Tasks:						
Case Manager will assess and screen clients for medical needs, make appropriate referrals, and support clients in improving and maintaining their medical stability.	Number of assessments administered Number of medical services provided					
Outcome Measurements: CMIS/HMIS – Number of medical services provided to clients. (Note: this will be adjusted once the scoring element is included in the Self-Sufficiency matrix, at which time, the measure will be specific to percentage of clients that have maintained or increased their self-sufficiency score specific to medical.)						
Outcome #4 (MENTAL HEALTH): Clients experience increased mental hea	Ith stability, leading toward self-sufficiency.					
Major Tasks Necessary to Realize Outcomes: Output Resulting from Tasks:						
Licensed staff will assess and screen clients for mental health needs. Case Manager will make appropriate referrals and support clients in improving and maintaining their mental health stability.	Number of assessments administered Number of mental health services provided					
Outcome Measurements: CMIS/HMIS – Number of mental health services provided to clients. (Note: this will be adjusted once the scoring element is included in the Self-Sufficiency matrix, at which time, the measure will be specific to percentage of clients that have maintained or increased their self-sufficiency score specific to mental health.)						

Outcome #5 (ALCOHOL/SUBSTANCE ABUSE TREATMENT): Clients experience an increase in healthy functioning as a result of reduction of harm associated with alcohol and/or substance abuse, leading toward self-sufficiency.

Major Tasks Necessary to Realize Outcomes:

Licensed staff will assess and screen clients for alcohol/substance abuse and treatment options. Case Manager will make appropriate referrals and support clients in improving and maintaining their substance abuse treatment plans.

Number of assessments administered Number of substance abuse services provided

Outcome Measurements: CMIS/HMIS – Number of substance abuse services provided to clients. (Note: this will be

Outcome Measurements: CMIS/HMIS – Number of substance abuse services provided to clients. (Note: this will be adjusted once the scoring element is included in the Self-Sufficiency matrix, at which time, the measure will be specific to percentage of clients that have maintained or increased their self-sufficiency score specific to substance abuse.)

sufficiency, through assistance that reduces barriers to self-sufficiency.  Major Tasks Necessary to Realize Outcomes:	Output Resulting from Tasks:
Case Manager will assess and screen clients for life skill self-sufficiency levels and make appropriate referrals to supports that will help improve life skills.	Number of assessments administered Number of life skills training services provided
Case Manager will screen clients for legal issues such as tickets, warrants, etc., and will assist or make appropriate referrals, assisting clients in resolving their legal issues.	Number of legal issues services provided

**Outcome Measurements:** CMIS/HMIS – Number of life skills training services and legal issues services provided to clients. (Note: this will be adjusted once the scoring element is included in the Self-Sufficiency matrix, at which time, the measure will be specific to percentage of clients that have maintained or increased their self-sufficiency score specific to legal and/or life skills.)

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

# 8.0 Required Qualifications of Provider

PROVIDER must have at least five (5) years' experience administering case management and supportive services and have demonstrated success with regard to utilizing the Housing First model and harm reduction approach. PROVIDER must demonstrate the ability to recruit and select qualified staff to perform case management. Case managers must have ability to provide case management that reflects the development and maintenance of a professional relationship with clients. PROVIDER must have flexibility with regard to hours and days of service in order to accommodate the individual needs of the target population. PROVIDER must demonstrate its ability to establish strong community linkages and collaborative relationships in order to meet the diverse service needs of the target population.

#### 9.0 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 CMIS/HMIS and e-CImpact, as well as feedback in cooperation with the COUNTY to respond to the reporting requirements of HUD.
- 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 CMIS/HMIS and e-CImpact.
- 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 clients after receiving the service) will be reported with focus on the service provision areas; outcomes address stability in the areas of housing, income, medical, mental health, substance treatment, and overall self-sufficiency.
- 6. PROVIDER must submit status reports to support the program services and salary expenses and benefit realized by the COUNTY for PROGRAM support. A standard reporting format will be generated in CMIS/HMIS, in addition to a narrative section regarding program highlights.
- 7. PROVIDER is expected to strive toward maintaining a 100% CMIS/HMIS participation and data quality standard.

#### 10.0 Performance Requirements

- 1. Enter real-time client service information in the Homeless Management Information System (CMIS/HMIS) database (to include recording the client's location on the Location tab and contact information on the Contact tab whenever possible); and complete reports in e-CImpact by the 15<sup>th</sup> of each month;
- 2. Number of clients who were referred and linked to mental health, substance abuse treatment or other supportive services and status of these referrals/linkages for these clients;
- 3. Number of ongoing clients served by the PROVIDER by the referring entities;
- 4. Number of new clients served by the PROVIDER by the referring entities;
- 5. Number of clients that have a mental illness and/or substance abuse issue;
- 6. Number of clients who were referred and linked to mental health, substance abuse treatment or other supportive services and status of these referrals/linkages for these clients;
- 7. Number of clients who were approved for SSI/SSDI;
- 8. Number of clients actively participating in the SOAR process;
- 9. Number of clients self-selected out of the program, including the number of days in services and the reason(s) why they did not continue to participate; Number of clients eighteen (18) or older that maintained or increased their total income (from all sources) as of the end of the program operating year or program; and
- 10. Other items determined to be pertinent to the assessment of the program.

# 11.0 Compensation

- COUNTY agrees to pay PROVIDER for performance of services described in this Scope of Work not to
  exceed the amount of \$10,000,000 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 PROJECT 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.
- COUNTY may require budget revisions, with notice, depending upon funding levels. The program
  capacity and funding may be increased or scaled back based on community need and/or provider
  performance.

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

# 12.0 Budget

The following categories may be paid with authorized funds, not to exceed amount below:

Budget: Rapid Rehousing Program for Families with Children				
Line Item Category	Amount			
Rental & Housing Cost Direct Services Operating Expenses Indirect Services (de minimis)				
Not to exceed TOTAL AMOUNT (for the duration of the Contract)	\$10,000,000			

# **ATTACHMENT 1**

# PERFORMANCE MEASUREMENT MONTHLY REPORT TO CLARK COUNTY

Reflecting Month:

Year: 20\_\_\_\_

AGENCY: PROGRAM:

HELP OF SOUTHERN NEVADA RAPID REHOUSING FOR FAMILIES

PROGRESS TOWARDS ACHIEVING OUTCOMES:

OUTCOMES	THIS MONTH	YEAR TO DATE		
	Total # served the MONTH ONLY  Unduplicated Households and Individuals assisted (specify)	Total unduplicated # served		

NARRATIVE REPORT: (Submit per direction of CCSS, monthly reports due July 2022 through June 2023).

Information on how to submit the Performance Measurement Monthly Report will be provided upon Contract commencement.

# EXHIBIT B RAPID REHOUSING (RRH) FOR FAMILIES PROGRAM 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. <u>Format/Time</u>: 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. <u>Owner Coverage</u>: 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. <u>Endorsement/Cancellation</u>: 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. <u>Deductibles</u>: 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. <u>Aggregate Limits</u>: 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.
- 1. and maintain homeowner's insurance which includes personal liability of no less than \$300,000 per occurrence.
- J. <u>Workers' Compensation</u>: 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. <u>Failure to Maintain Coverage</u>: 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. <u>Damages</u>: 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).

- Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Purchasing and 0. Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- Insurance Form Instructions: The following information must be filled in by PROVIDER'S Insurance Company P. representative:
  - Insurance Broker's name, complete address, phone and fax numbers. 1.
  - PROVIDER'S name, complete address, phone and fax numbers. 2.
  - 3. Insurance Company's Best Key Rating
  - Commercial General Liability (Per Occurrence) 4.
    - (A) (B) Policy Number
    - Policy Effective Date
    - Policy Expiration Date (C)
    - (D) Each Occurrence (\$1,000,000)
    - Personal & Advertising Injury (\$1,000,000) (E)
    - General Aggregate (\$2,000,000) (F)
  - Automobile Liability (Any Auto) 5.
    - (G) Policy Number
    - Policy Effective Date (H)
    - Policy Expiration Date (l)
    - Combined Single Limit (\$1,000,000) (J)
  - Worker's Compensation 6.
  - Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each 7. renewal form).
  - Certificate Holder: 8.

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

Appointed Agent Signature to include license number and issuing state. 9.



# 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(les) 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	CONTACT NAME:						
INSURANCE BROKER'S NAME     ADDRESS	PHONE (AJC No. Ext): BROKER'S PHONE NUMBER  (AJC No. Ext): BROKER'S PHONE NUMBER  (AJC No. St.)	BROKER'S FAX NUMBER					
ADDICES	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS						
	INSURER(S) AFFORDING COVERAGE	NAIC#					
INSURED	INSURER A:	3.					
2. PROVIDER'S NAME	INSURER B:	Company's					
ADDRESS PHONE & FAX NUMBERS	INSURER C:	Best					
PHONE & PAX NOWIDENS	INSURER D:	Key Rating					
	INSURER						
	INSURER E;						

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	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	
⊶.							PERSONAL & ADV INJURY	\$(G)	1,000,000	
				D 100			GENERAL AGGREGATE	\$(H)	2,000,000	
	POLICY X PROJECT 4,00		- 1				DEDUCTIBLE MAXIMUM	\$	25,000	
5.	AUTOMOBILE LIABILITY		1	(7)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	S(M)	1,000,000	
	X ANY AUTO		ls. 1				BODILY INJURY (Per person)	s		
	ALL OWNED AUTOS		-				BODILY INJURY (Per accident)	\$		
	SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$		
			100					\$		
						DEDUCTIBLE MAXIMUM	\$	25,000		
6.	WORKER'S COMPENSATION		-				WC STATU- TORY LIMITS OTHER	s		
- 16	7 /22.	N/A	NI/A				E.L. EACH ACCIDENT	\$		
All	OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	N/A	IN/A					E.L. DISEASE - E.A. EMPLOYEE	\$	
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$		

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

7. CBE NO., 606266-22; RAPID REHOUSING (RRH) FOR FAMILIES PROGRAM.

# 8. CERTIFICATE HOLDER

LAS VEGAS, NV 89155-1217

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

#### 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.

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 4<sup>TH</sup> FL PO BOX 551217 LAS VEGAS, NEVADA 89155-1217

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

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

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