

CLARK COUNTY, NEVADA
CLINICAL CARE COORDINATION
RFQ NO. 605829-21

APPLE GROVE TREATMENT CENTER LLC DBA APPLE GROVE FOSTER CARE AGENCY
NAME OF FIRM
Kerri Korin, Director of Operations
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
3155 E. Patrick Lane, Suite 1 Las Vegas, NV 89120
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 445-8553
(AREA CODE) AND TELEPHONE NUMBER
None
(AREA CODE) AND FAX NUMBER
<u>kerrik@applegrovefostercare.com</u>
E-MAIL ADDRESS

CLINICAL CARE COORDINATION

This Contract is made and entered into this _____ day of _____ 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and APPLE GROVE TREATMENT CENTER, LLC DBA APPLE GROVE FOSTER CARE AGENCY (hereinafter referred to as PROVIDER), for Clinical Care Coordination (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and within the budget allowance, 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 October 1, 2022 through September 30, 2023, with the option to renew for 4, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

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

B. Progress

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

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work Invoicing Schedule.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
 - c. A "BUDGET SUMMARY COMPARISON" which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
 - d. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.

5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted to: Natalie Williams, Clinical Supervisor at NJWill@ClarkCountyNV.gov and Dr. Lisa Linning, Clinical Manager at Lisa.Linning@ClarkCountyNV.gov.
9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

D. COUNTY'S Fiscal Limitations

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

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

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

SECTION V: RESPONSIBILITY OF PROVIDER

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

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

SECTION VI: SUBCONTRACTS

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

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Dr. Lisa Linning , Department of Family Services, telephone number (702) 455-0515 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

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

SECTION IX: SUSPENSION AND TERMINATION

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

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

SECTION X: INSURANCE

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

SECTION XI: NOTICES

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

TO COUNTY: Clark County
Attn: Dr. Lisa Linning
Manager of Clinical Services
Department of Family Services
1850 E. Flamingo Rd.
Las Vegas, NV 89119

TO PROVIDER: Apple Grove Foster Care Agency
Attn: Kerri Korin
3155 E. Patrick Lane, Suite 1
Las Vegas, NV 89120

SECTION XII: MISCELLANEOUS

A. Independent Contractor

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

B. Immigration Reform and Control Act

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

C. Non-Discrimination/Public Funds

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

D. Assignment

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and the 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 bid documents are available for review following the bid opening.

S. Price Adjustment Requests

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

Consumer Price Index (CPI): All items in U.S. city average, all urban consumers, not seasonally adjusted. Series ID: CUUR0000SA0 will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of CPI or PPI change or three (3) percent for an increase or decrease.

☐ Suitable Proof:

Print-out of CPI/PPI index and calculated increase, Letter from Manufacturer/ Distributor.

- ☐ Discontinued Price Index: Should the above-reference price index be discontinued or otherwise no longer be published by the U.S. Bureau of Labor Statistics, a similar index may be mutually agreed to in writing by both parties.

☐ Drastic Market Conditions

Should drastic market conditions occur which dictate a significant price increase of any line item(s) during the term of Contract, COUNTY may consider these increases in addition to the allowed increases, providing PROVIDER submits written documentation and suitable proof by line item to COUNTY requesting permission and explaining in detail the unforeseen circumstances predicated the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of the last price increase to the date of performance by an amount exceeding 10 percent. General industry correspondence with regards to market conditions are not suitable proof.

T. Companies that Boycott Israel

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

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

COUNTY:

CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

PROVIDER:

APPLE GROVE TREATMENT CENTER, LLC DBA APPLE GROVE
FOSTER CARE AGENCY

By: Kerri Korin
KERRI KORIN
Director of Operations

8/2/2022
DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: Elizabeth A. Vibert
ELIZABETH A. VIBERT
Deputy District Attorney

Aug 24, 2022

DATE

EXHIBIT A CLINICAL CARE COORDINATION SCOPE OF WORK

PROVIDER shall provide Clinical Care Coordination services (SERVICES) for children and/or young adults referred by Clark County Department of Family Services ("COUNTY"). Clinical Care Coordination includes a comprehensive assessment to identify a child or young adult's strengths and preferences, using a trauma focus, and considering the child or young adult's physical and social environment. Services for young adults shall be provided to empower and support young adults as they transition in adulthood. Case management services and periodic reassessment to determine whether needs and/or preferences have changed, shall be included. Services should be provided to support provision of eligible Medicaid reimbursable therapeutic services or activities as deemed medically necessary for the referred children and young adults, or they may be provided to support self-sufficiency of young adults. Services shall be provided until deemed no longer necessary, case closure, or mutually agreed by the parties.

RESPONSIBILITIES OF PROVIDER

- 1) PROVIDER shall collaborate with COUNTY and act in the best interest of all referred children and young adults, while ensuring client's rights are preserved.
- 2) PROVIDER shall maintain evidence and will provide to COUNTY upon request that the organization is organized, registered, and established in compliance with state and federal law.
- 3) PROVIDER shall provide appropriately trained, licensed, and supervised personnel to provide the necessary services described in this SOW.
- 4) PROVIDER shall ensure minimum staffing requirements are met within 45 days of staff turnover.
 - a) For specialized recruitments, PROVIDER may develop a reasonable timeframe/plan for onboarding, which must be approved by COUNTY.
 - i) Interns
 - (1) PROVIDER must comply with standards set forth in Nevada Administrative Code (NAC) 641 with regards to supervision of interns. All supervisors of professional-level staff must have an active Nevada license, to practice independently and meet any additional professional board requirements related to supervision.
- 5) All personnel providing services that do not require a license shall receive supervision from a professional with an active Nevada license through a state board to practice independently (i.e., not an intern). PROVIDER shall provide only medically necessary services.
- 6) PROVIDER shall provide only those services within the scope of PROVIDER'S practice, expertise, and license.
- 7) PROVIDER Availability and Accessibility
 - a) PROVIDER shall consider availability and preferences of children, families, and young adults when determining scheduling of appointments, including, but not limited to consideration for: school schedules, transportation issues, extracurricular activities, and other medical appointments.

CARE COORDINATION SERVICES

- 1) PROVIDER shall provide Clinical Care Coordination Services which are either a child specific clinical care coordination services for children and youth up to age 18 who are not on an Independent Living Agreement, or young adult driven care coordination services. Young adult care coordination services may be provided to young adults who are 17 and older and on an Independent Living Agreement or on a Transitional Living Plan through the Step-Up program through Social Services.

- 2) Multidisciplinary Intake process:
 - a) Within ten (10) business days of first assessment/encounter referral date, PROVIDER shall ensure a completed biopsychosocial assessment such as the Children's Uniform Mental Health Assessment (CUMHA) is submitted electronically to COUNTY case worker, and Medical Case Management Unit distribution list at DFSMedicalRecordRequest@ClarkCountyNV.gov. Within ten (10) business days of referral date, PROVIDER will ensure a therapist will meet with identified child or young adults and begin intake and care coordination.
 - b) Biopsychosocial assessment should also include a Child and Adolescent Services Intensity Instrument (CASII or ECSII), and Severe Emotional Disturbance Determination (SED).
 - c) PROVIDER shall conduct a review of medical information or other documentation which *may* be needed to assist in delivery of services pursuant to the contract, and consult with relevant collateral informants, such as case workers, care givers, school IEP, previous therapists, CAP attorney, etc.
- 3) Clinical Care Coordination Services shall include:
 - a) Care Coordination Team Meetings
 - i) On a monthly basis, PROVIDER shall coordinate, and COUNTY shall attend monthly care coordination team meetings for each family unit to increase diagnostic certainty; align treatment plans, and minimize duplication or contradiction of efforts.
 - ii) PROVIDER shall invite child and family team members to attend the meetings. Care coordination team members may include, but are not limited to, a child's foster family, biological family, COUNTY'S case worker, Children's Attorney Project (CAP) attorney, probation officer, past or present treatment PROVIDER'S, and legal guardian and PROVIDER'S therapist assigned to the child.
 - (1) For young adults, attendees of the care coordination team shall be determined in consultation and at the direction of the young adult.
 - iii) Care Coordination teams shall be structured as follows:
 - (1) First care coordination team meeting: Whereby the PROVIDER will outline the care coordination team process, make introductions and help solidify a care coordination team schedule, the care coordination team will also discuss identified treatment plan goals and clarify responsible parties for each goal.
 - (2) Subsequent care coordination team meetings: PROVIDER shall make every effort possible to adjust care coordination team meeting schedules when needed to ensure maximum attendance of care coordination team members. PROVIDER shall facilitate care coordination team meetings in a manner that allows for input and updates on care plan goals from each member.
 - b) Developing and maintaining the child specific or young adult driven care coordination plan.
 - i) PROVIDER shall develop an individualized care coordination plan, in coordination with the child and family team, based on the identified needs; strengths, and diagnose(s) identified through the psychiatric and biopsychosocial assessments within thirty (30) days of referral. Child specific care coordination plans shall include but are not limited to:
 - (1) Strengths and Needs of the child and their families such as CANS-NV
 - (2) Intensity of Needs Determination (CASII or ECSII)
 - (3) Specific, measurable (observable) objectives including amount, scope, duration and anticipated PROVIDER(s) of the services; timeframes for measurement, and frequency of treatment plan review
 - (4) Mental health needs
 - (5) Education
 - (6) Interpersonal relationships
 - (7) Discharge criteria specific to each goal, including how behavior/symptom would look If there was appreciable change sufficient for discharge.

- ii) For the youth driven care coordination plan, care plan goals must be developed with the young adult and must allow the young adult to be primarily responsible for completion of the goals with guidance from supportive adults. Goals may include but are not limited to goals for their:
 - (1) mental health needs,
 - (2) education,
 - (3) household maintenance,
 - (4) workforce preparation,
 - (5) job coaching,
 - (6) money management,
 - (7) healthcare, and
 - (8) interpersonal relationships
- iii) PROVIDER shall submit the care coordination plan electronically to the case worker and COUNTY Medical Case Management Unit at DFSMedicalRecordRequest@ClarkCountyNV.gov.
- iv) COUNTY shall provide an example of what a care coordination plan document shall contain within 15 business days of execution of this CONTRACT.
- v) PROVIDER shall submit to the case workers and COUNTY Medical Case Management Unit care coordination plan updates, a minimum of every (90) days. Updates shall include but are not limited to:
 - (1) Progress toward goals
 - (2) Newly identified strengths and needs
- vi) PROVIDER will provide a copy of the updated care coordination plan document to each party within ten (10) business days of the care coordination meeting, as applicable.
- vii) Urgent meetings: COUNTY shall coordinate, and PROVIDER shall attend care coordination plan meetings-as soon as possible, but no later than three (3) business days following certain sentinel events (e.g., arrests, school suspensions or expulsions, hospitalizations, etc.) to maximize communication about the event and adjust the plans accordingly.
- c) When working with young adults the PROVIDER will partner with the young adult in the development of all plans, referrals, services, obtaining appropriate consents. The PROVIDER will mentor the young adult to understand and make choices about how they will manage their mental health needs during their transition into adulthood. All clinical care coordination for young adults must involve the young adult as the primary decision maker and they must consent to all information sharing, team participants and treatment planning.
- d) PROVIDER shall consult with ongoing or previous service PROVIDER'S when, available, and reasonably beneficial for the child. For young adults, consultation should only occur when the young adult is aware and consents to the consultation. The following are some, but not all, of the service PROVIDER'S that PROVIDER should consult with:
 - i) DFS Case Workers
 - ii) Therapists
 - iii) Children's Attorney Project (CAP) attorney
 - iv) Current and/or Former Foster Parents
 - v) Teachers
 - vi) Probation/Parole officers
 - vii) Family Clinical Services

e) Referrals for services

i) After development of the clinical care coordination plan, PROVIDER, shall use reasonable efforts to make appropriate referrals for children and their family members to obtain services identified in the plan. For young adults, referral should only occur with the consent and agreement of the young adult. Services could include but are not limited to:

- (1) Parenting classes
- (2) Non-Overnight respite care
- (3) Social service assistance (e.g., transportation, childcare, job placement, access to other forms of treatment [substance abuse, medical], housing assistance [in event of unstable living conditions])
- (4) Support group
- (5) Substance abuse treatment
- (6) Intensive outpatient treatment
- (7) Partial hospitalization
- (8) Inpatient hospitalization
- (9) Speech/language assessment
- (10) Medical assessment
- (11) Occupational Therapy
- (12) Other paraprofessional mental health services as deemed clinically appropriate.

f) Supporting foster parents in understanding, developing and evaluating treatment goals for children

g) Serving as point of contact for DFS case worker, Family Clinical Services and other service professionals involved in child's or young adult's case

h) Communicating with other treatment PROVIDER'S regarding the child's treatment, and as legally authorized in writing by this AGREEMENT.

i) Collect and provide to child's team members any reports or information' related to child's treatment or progress every ninety (90) days. Sharing of information for young adults shall only occur with the consent and agreement of the young adult.

j) Clinical Staffing Meetings

i) Clinical staffing meetings shall include therapists, psychiatrists, COUNTY'S case workers, and other therapeutic PROVIDER'S of service to the child to discuss

- (1) utilization management
- (2) clinical case consultation
- (3) staffing acute care needs
- (4) changes to clinical treatment
- (5) coordination of clinical treatment

ii) These meetings shall not circumvent or supersede decisions made in the monthly clinical care coordination meetings.

4) Intensity of Needs Determination

a) For all children receiving care coordination services, as soon as possible, but not later than 10 business days after referral, PROVIDER shall submit a completed Child and Adolescent Services Intensity Instrument (CASII OR ECSII) in a version acceptable to Medicaid, to the case worker and COUNTY Medical Case Management Unit electronically at DFSMedicalRecordRequest@ClarkCountyNV.gov as part of the comprehensive assessment.

b) PROVIDER shall refer all Severely Emotionally Disturbed (SED) child patients who are denied service by PROVIDER to COUNTY Family Clinical Services Unit for review and final determination of service needs.

5) Provision of Mental Health Treatment:

- a) Treatment shall be provided as medically necessary and in accordance with the care coordination plan. Treatment services may be provided by the PROVIDER or referred out, as approved by the child and family team. Treatment services may include, but are not limited to:
 - i) Comprehensive Assessment,
 - (1) Comprehensive Assessment must be completed by a Nevada, fully licensed clinician (LCSW, LMFT, LCPC, licensed psychologist) or if completed by a clinical intern, it must be overseen and co-signed by a licensed clinician. The assessment will include any and all tools and screenings as required by NRS 424.042-043 and as reasonably required by COUNTY. Assessments and screenings may include, but are not limited to:
 - (a) Strengths and Needs, such as the Child and Adolescent Strengths and Needs Tool Nevada (CANS- NV)
 - (b) Child PTSD Symptom Scale (CPSS)
 - (c) Severe emotional disturbance determination (SED)
 - (d) Child and Adolescent Service Intensity Instrument Inventory (CASII OR ECSII)
 - (e) Children's Uniform Mental Health Assessment (CUMHA) or similar biopsychosocial assessment
 - (2) Comprehensive assessment shall occur at a location determined at COUNTY'S discretion or within PROVIDER'S current clinical locations or at Child Haven Emergency Shelter. Comprehensive assessments may only be requested by COUNTY when reasonably necessary but shall be Scheduled within three (3) business days of request. All documentation shall be provided to COUNTY Within ten (10) business days of completed assessment. They should be submitted electronically to case worker and DFSMedicalRecordRequest@ClarkCountyNV.gov.
 - ii) Psychiatric appointments for the purpose of medication management,
 - iii) Psychiatric or psychological testing services,
 - iv) Individual and/or group therapy,
 - v) Family therapy
 - b) At the decision and discretion of the child and family team, and if deemed clinically appropriate, PROVIDER may supply the following services:
 - i) EPSDT "Well Child" physical assessment.
 - ii) Primary care, including referrals to specialist care.
- 6) PROVIDER shall consult with COUNTY assigned Person Legally Responsible (PLR) for each child, about any decision to initiate the administration of, or change the type, potency or frequency of; any medications plan,
- 7) Service Summaries or Reports
- a) PROVIDER shall prepare mental health service summaries in accordance with the agreed upon and required assessments in a format agreed upon by the parties within five (5) business days of COUNTY request so long as such requests are not made more frequently than once every 30 days for each child. "Mental health service summaries" shall be defined as clinical documents which may be used to inform members of the child and family team or the court, of attendance, treatment progress, current diagnoses, and/or additional treatment recommendations
- 8) PROVIDER shall provide behavioral health related court testimony by a licensed mental health professional as necessary and/or requested by COUNTY to inform the court of any clinical decision or for recommendations of level of care for a child or family under PROVIDER'S care.

COMMUNICATION AND COLLABORATION

- 1) Both Parties shall maintain consistent and effective communication and collaboration with one another.
 - a) PROVIDER shall, in conjunction with assigned DFS Case Worker and/or DFS Family Clinical Services, make best efforts to collaborate with additional service PROVIDER'S including, but not limited to, acute hospitals, sub-acute facilities, specialized foster care agencies, schools, juvenile justice facilities by, and up to 60 days prior to discharge from a Residential Treatment Center:
 - i) In conjunction therewith PROVIDER shall:
 - (1) Provide relevant clinical information
 - (2) Review the treatment needs of the child and advocate for suggested services deemed necessary.
 - (3) Coordinate care and step-down services in consultation with COUNTY Family Clinical Services Unit.
- 2) PROVIDER shall participate in at least monthly communication with COUNTY case worker and/or in-home Together Facing the Challenge Coach regarding the progress and/or additional needs and updates for children placed in Advanced Foster Care Homes
- 3) Within five (5) business days, PROVIDER shall inform COUNTY case worker when a child is being assigned to a different therapist.
- 4) PROVIDER shall communicate program updates or changes no later than five (5) business days after date of change to include: staffing changes, programmatic changes, and new program services being offered, or any other material changes in PROVIDER'S organization that may affect PROVIDER'S ability to serve specialized populations.

DATA AND REPORTING

- 1) PROVIDER shall record patient event data at each visit, or each week, Patient event data (pre v post) must include, but is not limited to, the following in accordance with the Nevada Division of Child and Family Services Policy 1603 <http://dcfs.nv.gov/Policies/>.
 - a) Total number of psychiatric hospitalizations described by type, and number of days
 - b) Historical and current psychotropic medications and dosage, specifically indicating the including any changes made to the regimen and the date such changes were made.
 - c) Total number of suicide attempts
 - d) Number of appointments attended (treatment engagement)
 - e) Scores of any relevant psychological testing or assessments
 - f) Additional services the child has been referred to or is receiving that are clinically relevant
 - g) Number of significant negative events (e.g., family deaths, incarcerations, moving away, parental rights terminated, assaults, rapes, etc.)
 - h) Current diagnosis
 - i) Any additional data points COUNTY deems necessary and reasonable in agreement with the PROVIDER for every patient after the request has been made:
- 2) PROVIDER shall analyze data to identify whether there is improvement during the course of participation of services.
- 3) PROVIDER shall demonstrate, through outcome-based data, improvements for children and young adults under PROVIDER'S care by demonstrating decreases in hospitalizations and psychotropic medication usage, increases in placement stability, and improvements as documented in State-required standardized clinical rating tools.
- 4) For each referred child and young adult, PROVIDER shall provide to case worker and COUNTY medical case management unit, copies of all assessments completed within the subsequent thirty (30) days, treatment plans, care coordination plans, plan updates, care coordination meeting notes, discharge plans, dates of service, and types of services provided and changes in the data associated with the data indicators above that took place within the prior month (the "Monthly Report").
 - a) The Monthly Report shall be provided to COUNTY Family Clinical Services (FCS) for each child and young adult on or before the 15th of each month in a format approved by COUNTY.
 - b) COUNTY may request additional data indicators be monitored for each child being served by the PROVIDER.
 - c) In the case of a specific event COUNTY may reasonably request a custom report, in a reasonable format (a sample or form of which is provided by COUNTY when making the request), to be produced by the PROVIDER within (5) business days of COUNTY's request. COUNTY agrees that no more than six (6) custom report shall be requested during the initial term this

- SOW is in place unless mutually agreed to by PROVIDER and the potential consideration of additional funding.
- 5) PROVIDER shall provide a monthly report, by the 15th of each month, of aggregate data for all children to Family Clinical Services (FCS).
 - a) Served in a format approved by COUNTY. Report shall include:
 - b) Number of children served
 - c) Number of intakes for prior month
 - d) Number of psychiatric appointments and reason for visit
 - e) Number of therapy sessions specified by group, individual or family
 - f) Number of Child and Family Team Meetings
 - g) Number of children cases closed during the prior month and the reasons for those closures for the prior month
 - h) Any additional data points COUNTY reasonably deems necessary that can reasonably be supplied by PROVIDER.
 - 6) PROVIDER shall provide a biannual report to FCS for all children receiving care coordination served in a format reasonably acceptable to COUNTY (a sample or form for which must be provided by COUNTY the ("Biannual Program Report"). The Biannual Program Report shall include:
 - a) Aggregate data from the biannual period including
 - (1) Number of children served
 - (2) Number of intakes for prior 6 months
 - (3) Number of closures and the reason for those closures
 - (4) Any other assessment deemed necessary by COUNTY
 - (5) Any other assessment or data points agreed upon by both parties to this Agreement
 - (6) Psychotropic medication usage
 - (7) Admissions to Psychiatric hospitalizations
 - (8) Admissions to Residential Treatment Centers or Psychiatric Residential Treatment Facility

INFORMED CONSENT

- 1) This SOW will serve as informed consent for PROVIDER to provide clinical care coordination for mental health treatment to children in COUNTY's custody and young adults being served by COUNTY when referred by COUNTY to PROVIDER.

RELEASE OF INFORMATION

- 1) This section of the SOW delineates to whom PROVIDER may share information about children and young adults in COUNTY'S custody, what information must be shared, and how decisions will be made about access to information not specifically covered in this SOW.
- 2) COUNTY assigned case worker has the authority to sign release of information forms allowing PROVIDER to obtain information from and release information to other people and agencies deemed necessary or advisable for the provision of mental health treatment for child. Young adults aged 18 and up must complete their own releases of information.
 - a) COUNTY may provide verbal consent to release information; however, COUNTY must submit written consent within one (1) business day following the verbal consent.
 - b) For a child in COUNTY'S custody, upon PROVIDER'S receipt of a written Request for Disclosure, PROVIDER shall discuss the request with COUNTY'S Administrator or a designee having written authorization from COUNTY's Director) regarding the specific disclosure, any potential impact the disclosure of information may have on a therapeutic relationship (between PROVIDER and a child or family member, and any special circumstances surrounding the need for flexible interpretation of the required disclosures.

- c) COUNTY requests for disclosure will identify specific information to be disclosed and an expected reasonable timeframe for disclosure.
 - i) Unless otherwise restricted or expanded by COUNTY'S Administrator, PROVIDER shall provide information regarding children in the custody of COUNTY to the following representatives only:
 - (1) COUNTY'S Administrator, or designee(s)
 - (2) Children's physical custodian, when deemed reasonably by PROVIDER;
 - (3) Person Legally Responsible (PLR), when deemed reasonably necessary by PROVIDER,
 - (4) Biological parents, unless specifically excluded by the child's COUNTY case worker or case plan, court order, or otherwise deemed inadvisable in PROVIDER'S reasonable opinion,
 - (5) Referred service PROVIDER'S
 - d) PROVIDER shall complete any statutorily required reporting processes and in addition inform COUNTY if any of the following events occur, by sending written notice to COUNTY assigned case worker:
 - i) Upon suspicion that a child is being neglected or physically or sexually abused, for example, when a child reports being punched or touched in a sexual manner by a parent or foster parent.
 - ii) Upon assessment that a child represents a serious, imminent risk of physical harm to self or others, for example, when a child reports having suicidal thoughts with intent to carry out a plan or a therapist has contact with a child who has been declared a runaway.
 - e) If information desired by COUNTY is unavailable in any of PROVIDER'S reports required by this SOW, then upon COUNTY'S reasonable request, PROVIDER shall report updates within a reasonable time.
- 3) Medical records, including mental health records, generated in performance of this SOW are the records of PROVIDER. At COUNTY's request, PROVIDER will provide a copy of medical records to COUNTY's designated representative. Prior to providing the medical records, where necessary to render such disclosure legal and/or avoid liability PROVIDER will redact information necessary to make the disclosure legal, including but not limited to the information concerning individuals, such as the child's parents or other family members, who are not in COUNTY'S custody, unless the information concerns an imminent threat to the child's safety.

ELIGIBILITY FOR REIMBURSEMENT FOR SERVICES

- 1) PROVIDER shall:
 - a) As authorized by law, bill third party payors (e.g., Medicaid) for therapeutic mental health services performed by PROVIDER for children in custody of COUNTY, their families, or young adults served under this SOW.
 - b) Care coordination services that are non-Medicaid eligible performed as described in this SOW will be reimbursed by COUNTY at the agreed upon rate.
 - c) PROVIDER agrees to provide all care coordination services as described in this SOW. In no event will PROVIDER charge the child, the child's guardian or custodian for such services, or COUNTY except in accordance with this SOW.
 - d) Adhere to the regulations prescribed in the Division of Health Care Financing and Policy's Medicaid Services Manual including all applicable Division chapters;
 - e) Maintain required records and documentation;
 - f) Cooperate with Division of Health Care Financing and Policy's (DHCFP's) review process (if applicable).
 - g) Obtain Prior authorization (if applicable)
 - h) PROVIDER shall maintain confidentiality of all children's records in compliance with the Health Insurance Portability and Accountability Act (HIPAA) as outlined in the HIPAA Business Associate Agreement and the NRS 432B.290.
- 2) PROVIDER shall maintain all books, records, documents, and other evidence of its performance under the Contract as required by local, state or federal law.
 - a) COUNTY shall have access to such books, records, documents, and other evidence for the purpose of inspection; audit and copying at any time during the period such records are required to be maintained, unless such access is specifically prohibited by law.

RESPONSIBILITIES OF COUNTY

- 1) Provide PROVIDER available information regarding the mental health and medical history of each child referred to PROVIDER upon referral or as new assessments become available.
- 2) Provide PROVIDER available documentation to bill Medicaid.
- 3) Immediately notify PROVIDER and provide written documentation of any unsatisfactory performance of conduct of PROVIDER'S staff. COUNTY shall provide definitive recommendations related to expected performance evaluation outcomes.

RESPONSIBILITIES OF BOTH PARTIES

- 1) PROVIDER and COUNTY will participate jointly in ongoing assessment of children needs with community partners on an annual basis to address improvement to services provided.
- 2) PROVIDER and COUNTY shall collaborate and act in the best interest of children and families.
- 3) PROVIDER and COUNTY shall jointly implement a formal quality assurance plan to review the quality of care provided. This plan may include such activities as regular audits of children's records to assure compliance with mental health maintenance and other care protocols and accepted standards of care. Such audits shall be completed regularly and routinely, and no less than once per year.
- 4) PROVIDER and COUNTY shall meet no less than quarterly to review services provided and service and operational needs,
- 5) PROVIDER and COUNTY shall develop joint processes and comply with any respective requirements to ensure maximization of funding through Medicaid. Additionally, each party agrees to re-evaluate the fiscal amount attached to the contract if there should be unpredicted fiscal changes in Medicaid eligibility requirements or reimbursements.

BACKGROUND CHECKS

- 1) PROVIDER agrees that COUNTY shall complete and pass a background check on all employees, volunteers, mentors or contracted staff engaged in providing services under this SOW within thirty (30) days of the execution of this SOW and prior to any direct contact with children.
- 2) A complete background check will include having the person's information (i.e. fingerprints) searched through the following databases:
 - a) NCIC (National Crime Information Center);
 - b) NCJIS (Nevada Criminal Justice Information System); and
 - c) SCOPE II (Shared Computer Operation for Protection and Enforcement), and
 - d) CANS (Child Abuse and Neglect Search in Nevada and in any other state the employee has resided during the last (5) years).
- 3) COUNTY requires that a PROVIDER or an employee or agent of a PROVIDER shall not have any of the criminal convictions, charges or pending charges listed below:
 - a) Murder, voluntary manslaughter, involuntary manslaughter or mayhem;
 - b) Any felony involving the use or threatened use of force or violence or the use of a firearm or other deadly weapon;
 - c) Assault with intent to kill or to commit sexual assault or mayhem;
 - d) Battery which results in substantial bodily harm to the victim;
 - e) Battery that constitutes domestic violence that is punishable as a felony;
 - f) Battery that constitutes domestic violence, other than a battery described in subparagraph (5), within the immediately preceding 3 years;
 - g) Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or an offense involving pornography and a minor;

- h) A crime involving pandering or prostitution, including, without limitation, a violation of any provision of NRS 201.295 to 201.440, inclusive;
- i) Abuse or neglect of a child, including, without limitation, a violation of any provision of NRS 200.508 or 200.5083 or contributory delinquency;
- j) A violation of any federal or state law regulating the possession, distribution or use of any controlled substance or any dangerous drug as defined in chapter 454 of NRS;
- k) A violation of any federal or state law prohibiting driving or being in actual physical control of a vehicle while under the influence of intoxicating liquor or a controlled substance that is punishable as a felony;
- l) A violation of any federal or state law prohibiting driving or being in actual physical control of a vehicle while under the influence of intoxicating liquor or a controlled substance, other than a violation described in subparagraph (11), within the immediately preceding 3 years;
- m) Abuse, neglect, exploitation, isolation or abandonment of older persons or vulnerable persons, including, without limitation, a violation of any provision of NRS 200.5091 to 200.50995, inclusive, or a law of any other jurisdiction that prohibits the same or similar conduct; or
- n) Any offense involving arson, fraud, theft, embezzlement, burglary, robbery, fraudulent conversion, misappropriation of property or perjury within the immediately preceding 7 years; or

In addition, COUNTY will check the Nevada Statewide Central Registry as established by NRS 432.100 and any other state's central registry where the PROVIDER or PROVIDER'S employee or agent has resided in the last five (5) years to determine whether there has been a substantiated report of child abuse or neglect made against the PROVIDER or the PROVIDER's employee or agent within the immediately preceding 5 years.

- 4) PROVIDER will provide COUNTY with a list of Employee(s) assigned to perform the task outlined in the SOW. This list shall be e-mailed/scheduled with COUNTY'S Human Resources at DFSHumanresources@clarkcountynv.gov.

COMPENSATION

Service	Rate	Billing increments
Child Specific Care Coordination	<u>\$56.00/hour</u>	<u>15 minute</u>
Young Adult Driven Care Coordination	<u>\$56.00/hour</u>	<u>15 minute</u>

* Each service is billed at \$14.00 per 15 minute increments

* Maximum billable amount is 450 minutes per month

* **PROVIDER is responsible for billing Medicaid for all Medicaid reimbursable expenses. COUNTY is responsible for non-Medicaid reimbursable expenses at the hourly rate above.**

Required information for invoicing:

Remit to: [Address]

Month: [Enter month]

Client Name	Date of service	Type of Service (indicate child specific or young adult driven care coordination)	Length of service (indicate number of minutes in billing increments)

PROGRAM SPECIALIZATIONS: Apple Grove

- a. Experience serving ID/D youth and adults, including ISLAs
- b. Day Treatment (ages 6 – 11 years, 4 – 7pm) like IOP
- c. Transportation for day treatment
- d. In-home services
- e. Substance Abuse through individual therapy
- f. Spanish speaking therapy
- g. TF-CBT, M.I., DBT
- h. 24/7 hotline
- i. No psychiatric services

PROGRAM DESCRIPTION

1. PROVIDER serves as the point of contact for DFS staff, Clinical Services, and other professionals as applicable and takes a supportive role with foster parents and biological families, as necessary, in understanding, participating in the development of and evaluating goals for their children.
2. Treatment Provision- Services deemed medically necessary though the assessment process will be provided by PROVIDER when possible or referred to community providers when necessary. PROVIDER currently provides the following services: Psychoeducation, Individual, Group and Family Therapy, and Rehabilitation Mental Health (RMH) Services including BST, PSR and Day Treatment (currently closed due to COVID). PROVIDER also provides services to children and adults with Intellectual Disabilities through contract with the NV Desert Regional Center to include intermittent and in home supports. Psychiatric care, psychological testing and medication management needs will be referred to outside agencies.
3. The client outcomes focused on by Apple Grove are related to safety, achievement of individual service goals, well-being, education and permanency.

HOUR OF OPERATION

PROVIDER is open Monday through Friday from 9:00 a.m. until 5:00 p.m. Weekend and evening hours are available by appointment.

LOCATION

3155 E. Patrick Lane
Las Vegas, NV 89120
Phone: 702-992-0576
Fax: 702-992-0391

EXHIBIT B
CLINICAL CARE COORDINATION
INSURANCE REQUIREMENTS

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

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. PROVIDER'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. ***If the deductible is "zero" it must still be referenced on the certificate.***
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and ***any auto*** used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- I. **Professional Liability:** PROVIDER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- J. **Workers' Compensation:** PROVIDER shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure to Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- L. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- N. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155

P. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.
2. PROVIDER'S name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Medical Expenses (\$5,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) General Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
 - (H) Policy Number
 - (I) Policy Effective Date
 - (J) Policy Expiration Date
 - (K) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
 - (L) Policy Number
 - (M) Policy Effective Date
 - (N) Policy Expiration Date
 - (O) Aggregate (\$1,000,000)
8. Description: RFQ Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:		
	PHONE (A/C No. Ex):	BROKER'S PHONE NUMBER	
	FAX (A/C No.):	BROKER'S FAX NUMBER	
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED 2. PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:		3.
	INSURER B:		Company's
	INSURER C:		Best
	INSURER D:		Key Rating
	INSURER E:		
	INSURER F:		

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

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

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

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

8. RFQ NO. 605829-21; CLINICAL CARE COORDINATION.

9. CERTIFICATE HOLDER**CANCELLATION**

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

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

10. AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFQ NUMBER AND CONTRACT NAME:

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART,

SCHEDULE

Name of Person or Organization:

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

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

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

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

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

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

(Name of Sole Proprietor)

(Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as RFQ No. 605829-21, entitled CLINICAL CARE COORDINATION;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

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

by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

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

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

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

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

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

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