Before Starting the Project Application

To ensure that the Project Application is completed accurately, ALL project applicants should review the following information BEFORE beginning the application.

Things to Remember:

- Additional training resources can be found on the HUD.gov at https://www.hud.gov/program_offices/comm_planning/coc.

- Questions regarding the FY 2022 CoC Program Competition process must be submitted to CoCNOFO@hud.gov.

- Questions related to e-snaps functionality (e.g., password lockout, access to user's application account, updating Applicant Profile)must be submitted to e-snaps@hud.gov.

- Project applicants are required to have a Unique Entity Identifier (UEI) number and an active registration in the Central Contractor Registration (CCR)/System for Award Management (SAM) in order to apply for funding under the Fiscal Year (FY) 2022 Continuum of Care (CoC) Program Competition. For more information see FY 2022 CoC Program Competition NOFO.

- To ensure that applications are considered for funding, applicants should read all sections of the FY 2022 CoC Program NOFO.

- Detailed instructions can be found on the left menu within e-snaps. They contain more comprehensive instructions and so should be used in tandem with navigational guides, which are also found on the HUD Exchange.

- Before starting the project application, all project applicants must complete or update (as applicable) the Project Applicant Profile in e-snaps, particularly the Authorized Representative and Alternate Representative forms as HUD uses this information to contact you if additional information is required (e.g., allowable technical deficiency).

- Carefully review each question in the Project Application. Questions from previous competitions may have been changed or removed, or new questions may have been added, and information previously submitted may or may not be relevant. Data from the FY 2021 Project Application will be imported into the FY 2022 Project Application; however, applicants will be required to review all fields for accuracy and to update information that may have been adjusted through the post award process or a grant agreement amendment. Data entered in the post award and amendment forms in e-snaps will not be imported into the project application.

- Rental assistance projects can only request the number of units and unit size as approved in the final HUD-approved Grant Inventory Worksheet (GIW).

- Transitional housing, permanent supportive housing with leasing, rapid re-housing, supportive services only, renewing safe havens, and HMIS can only request the Annual Renewal Amount (ARA) that appears on the CoC's HUD-approved GIW. If the ARA is reduced through the CoC's reallocation process, the final project funding request must reflect the reduced amount listed on the CoC's reallocation forms.

- HUD reserves the right to reduce or reject any renewal project that fails to adhere to 24 CFR part 578 and the application requirements set forth in the FY 2022 CoC Program Competition NOFA.

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1A. SF-424 Application Type

 Type of Submission: Type of Application: If "Revision", select appropriate letter(s): If "Other", specify: 	Application Renewal Project Application
3. Date Received: 4. Applicant Identifier: 5a. Federal Entity Identifier:	09/26/2022
5b. Federal Award Identifier: This is the first 6 digits of the Grant Number, known as the PIN, that will also be indicated on Screen 3A Project Detail. This number must match the first 6 digits of the grant number on the HUD approved Grant Inventory Worksheet (GIW).	NV0071
Check to confrim that the Federal Award Identifier has been updated to reflect the most recently awarded grant number	X
6. Date Received by State: 7. State Application Identifier:	

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1B. SF-424 Legal Applicant

8. Applicant	
a. Legal Name:	Clark County
b. Employer/Taxpayer Identification Number (EIN/TIN):	88-6000028
c. Unique Entity Identifier:	DF4MDGFTBJB4
d. Address	
Street 1:	1600 Pinto Lane
Street 2:	
City:	Las Vegas
County:	Clark
State:	Nevada
Country:	United States
Zip / Postal Code:	89106
e. Organizational Unit (optional)	
Department Name:	Department of Social Service
Division Name:	
f. Name and contact information of person to be contacted on matters involving this application	
Prefix:	Mrs.
First Name:	Michele
Middle Name:	
Last Name:	Fuller-Hallauer
Suffix:	MSW
Title:	Social Service Manager
Organizational Affiliation:	Clark County
Telephone Number:	(702) 455-5188
Extension:	

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Fax Number: (702) 455-1020 Email: MHF@clarkcountynv.gov

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1C. SF-424 Application Details

9. Type of Applicant:	B. County Government
10. Name of Federal Agency:	Department of Housing and Urban Development
11. Catalog of Federal Domestic Assistance Title: CFDA Number:	0
12. Funding Opportunity Number: Title:	FR-6600-N-25 Continuum of Care Homeless Assistance Competition
13. Competition Identification Number:	

Title:

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1D. SF-424 Congressional District(s)

15. Descriptive Title of Applicant's Project: Healthy Living Consolidated

16. Congressional District(s):	
a. Applicant: (for multiple selections hold CTRL key)	NV-001, NV-003, NV-004
b. Project: (for multiple selections hold CTRL key)	NV-001, NV-003, NV-004

17. Proposed Project

 a. Start Date: 10/01/2023
 b. End Date: 09/30/2024

18. Estimated Funding (\$)
a. Federal:
b. Applicant:
c. State:
d. Local:
e. Other:
f. Program Income:
g. Total:

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1E. SF-424 Compliance

19. Is the Application Subject to Review By State c. Program is not covered by E.O. 12372. **Executive Order 12372 Process?**

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1F. SF-424 Declaration

By signing and submitting this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

I AGREE: X

21. Authorized Representative

Prefix:	Ms.
First Name:	Kristin
Middle Name:	
Last Name:	Cooper
Suffix:	
Title:	Assistant Director
Telephone Number: (Format: 123-456-7890)	(702) 455-5722
Fax Number: (Format: 123-456-7890)	(702) 455-5950
Email:	krc@clarkcountynv.gov
Signature of Authorized Representative:	Considered signed upon submission in e-snaps.
Date Signed:	09/26/2022

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1G. HUD 2880

Applicant/Recipient Disclosure/Update Report - form HUD-2880 U.S. Department of Housing and Urban Development OMB Approval No. 2506-0214 (exp.02/28/2022)

Applicant/Recipient Information

1. Applicant/Recipient Name, Address, and Phone

Agency Legal Name:	Clark County
Prefix:	Ms.
First Name:	Kristin
Middle Name:	
Last Name:	Cooper
Suffix:	
Title:	Assistant Director
Organizational Affiliation:	Clark County
Telephone Number:	(702) 455-5722
Extension:	
Email:	krc@clarkcountynv.gov
City:	Las Vegas
County:	Clark
State:	Nevada
Country:	United States
Zip/Postal Code:	89106

2. Employer ID Number (EIN): 88-60000283. HUD Program: Continuum of Care Program

4. Amount of HUD Assistance Requested/Received

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4a. Total Amount Requested for this project: \$1,490,493

5. State the name and location (street address, Healthy Living Consolidated 1600 Pinto Lane Las city and state) of the project or activity: Vegas Nevada

Refer to project name, addresses and CoC Project Identifying Number (PIN) entered into the attached project application.

Part I Threshold Determinations

1. Are you applying for assistance for a specific Yes project or activity? (For further information, see 24 CFR Sec. 4.3).

2. Have you received or do you expect to receive Yes assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9.

Part II Other Government Assistance Provided or Requested/Expected Sources and Use of Funds

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/Local Agency Name and Address	Type of Assistance	Amount Requested / Provided	Expected Uses of the Funds
HUD	CoC Funding Grant		rental assistance, supportive services, HMIS, Planning for multiple CoCs in the State of NV
HRSA	Ryan White Grant	6500000.0	pass through funding for HIV services

Part III Interested Parties

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You must disclose:

 All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
 any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation	Financial Interest in Project/Activity (\$)	Financial Interest in Project/Activity (%)
NA		NA	\$0.00	0%

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional nondisclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, submitting, or causing to be submitted a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

I AGRE	EE:	Х

Name / Title of Authorized Official: Kristin Cooper, Assistant Director

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 08/30/2022

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1H. HUD 50070

HUD 50070 Certification for a Drug Free Workplace

Applicant Name: Clark County

Program/Activity Receiving Federal Grant CoC Program Funding:

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

	I certify that the above named Applicant will or will continue to provide a drug-free workplace by:		
a.	Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.	e.	Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
b.	Establishing an on-going drug-free awareness program to inform employees (1) The dangers of drug abuse in the workplace (2) The Applicant's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	f.	Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted — (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, iaw enforcement, or other appropriate agency;
C.	Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;	g.	Making a good faith effort to continue to maintain a drugfree workplace through implementation of paragraphs a. thru f.
d.	Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will (1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;		

Sites for Work Performance.

The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.) Workplaces, including addresses, entered in the attached project application. Refer to addresses entered into the attached project application.

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I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, submitting, or causing to be submitted a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

Authorized Representative

Prefix:	Ms.
First Name:	Kristin
Middle Name	
Last Name:	Cooper
Suffix:	
Title:	Assistant Director
Telephone Number: (Format: 123-456-7890)	(702) 455-5722
Fax Number: (Format: 123-456-7890)	(702) 455-5950
Email:	krc@clarkcountynv.gov
Signature of Authorized Representative:	Considered signed upon submission in e-snaps.
Date Signed:	09/26/2022

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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I hereby certify that all the information stated	X
herein, as well as any information provided in the	
accompaniment herewith, is true and accurate:	
accompaninon norowith, is the und according.	1

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Applicant's Organization: Clark County

Name / Title of Authorized Official: Kristin Cooper, Assistant Director

Signature of Authorized Official: Considered signed upon submission in e-snaps.

Date Signed: 09/26/2022

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1J. SF-LLL

DISCLOSURE OF LOBBYING ACTIVITIES Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. Approved by OMB0348-0046

HUD requires a new SF-LLL submitted with each annual CoC competition and completing this screen fulfills this requirement.

Answer "Yes" if your organization is engaged in lobbying associated with the CoC Program and answer the questions as they appear next on this screen. The requirement related to lobbying as explained in the SF-LLL instructions states: "The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action."

Answer "No" if your organization is NOT engaged in lobbying.

Does the recipient or subrecipient of this CoC No grant participate in federal lobbying activities (lobbying a federal administration or congress) in connection with the CoC Program?

Legal Name:	Clark County
Street 1:	1600 Pinto Lane
Street 2:	
City:	Las Vegas
County:	Clark
State:	Nevada
Country:	United States
Zip / Postal Code:	89106

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I certify that this information is true and complete. X

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Authorized Representative	
Prefix:	Ms.
First Name:	Kristin
Middle Name:	
Last Name:	Cooper
Suffix:	
Title:	Assistant Director
Telephone Number: (Format: 123-456-7890)	(702) 455-5722
Fax Number: (Format: 123-456-7890)	(702) 455-5950
Email:	krc@clarkcountynv.gov
Signature of Authorized Official:	Considered signed upon submission in e-snaps.
Date Signed:	09/26/2022

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IK. SF-424B

(SF-424B) ASSURANCES - NON-CONSTRUCTION PROGRAMS

OMB Number: 4040-0007 Expiration Date: 02/28/2022

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for
programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel
Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§§6101-6107), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C.§§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination

on the basis of alcohol abuse or alcoholism, (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327¬333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93¬205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

As the duly authorized representative of the applicant, I certify:

he	X
ify:	

Authorized Representative for: Clark County

Prefix: Ms.

First Name: Kristin

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Cooper
Assistant Director
Considered signed upon submission in e-snaps.
09/26/2022

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Information About Submission without Changes

Follow the instructions below making note of the exceptions and limitations to the "Submit Without Changes" process.

In general, HUD expects a project's proposed project application information will remain the same from year-to-year unless changes are directed by HUD or approved through the grant agreement amendment process. However, HUD expects applicants to carefully review their information to determine if submitting without changes accurately reflects the expiring grant requesting renewal.

The data from previously submitted new and renewal project applications can be imported into a FY 2022 renewal project application. The "Submit without Changes" process is not applicable for:

- first time renewing project applications

- a project application that did not import last FY 2021 information

- a project that had Issues or Conditions that were addressed in FY 2021 Post-Award and updates need to be reflected in the FY 2022 project application

- a project that had amendments approved in FY 2020 or FY 2021 that need to be reflected in the FY 2022 project application

e-snaps will automatically be set to "Make Changes" and all questions on each screen must be updated.

The e-snaps screens that remain "open" for required annual updates and do not affect applicants' ability to select "Submit without Changes" are:

- Recipient Perfórmance Screen
- Consolidation and Expansion
- Screen 3A. Project Detail Screen 6D. Sources of Match
- All of Part 7: Attachments and Certification; and
- All of Part 8: Submission Summary.

All other screens in Part 2 through Part 6 begin in "Read-Only" format and should be reviewed for accuracy; including any updates that were made to the 2021 project during the CoC Post Award Issues and Conditions process or as amended. If all the imported data is accurate and no edits or updates are needed to any screens other than the mandatory screens and questions noted above, project applicants should select "Submit Without Changes" in Part 8. If project applicants imported data and do need to make updates to the information on one or more screens, they must navigate to Part 8: "Submission Without Changes" Screen, select "Make Changes", and check the box next to each relevant screen title to unlock screens for editing. After project applicants select the screens they intend to edit via checkboxes, click ""Save"" and those screens will be available for edit. Once a project applicant selects a checkbox and clicks ""Save"", the project applicant cannot uncheck the box.

Please refer to the Detailed Instructions found on the left side menu of e-snaps or hud.gov to find more in depth information about applying under the FY 2022 CoC Competition.

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Submission Without Changes

- 1. Are the requested renewal funds reduced from Yes the previous award due to reallocation?
- 2. Do you wish to submit this application without Make changes making changes? Please refer to the guidelines below to inform you of the requirements.

The applicant has either selected "Yes" to Question #1, has not brought forward details from a previously awarded renewal project application, or has manually selected "Make Changes" to question #2 and has checked a checkbox. The applicant must therefore make changes to the application information. If this is not a first time renewal and the applicant would like to bring forward information from a previously awarded renewal project application, exit this application, click on the "Projects" link from the left menu, select "Renewal Project Application FY2019" from the "Funding Opportunity Name" dropdown, click on the folder icon to create a renewal project, and select an expiring renewal project from the drop down list next to the "Import Data From" field.

3. Specify which screens require changes by clicking the checkbox next to the name and then clicking the Save button.

Part 2 - Subrecipient Information			
2A. Subrecipients			X
Part 3 - Project Information			
3A. Project Detail			X
3B. Description			X
3C. Dedicated Plus			
Part 4 - Housing Services and HMIS			
4A. Services			
4B. Housing Type			X
Part 5 - Participants and Outreach Information			
5A. Households			X
5B. Subpopulations			X
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Part 6 - Budget Information	
6A. Funding Request	x
6C. Rental Assistance	x
6D. Match	x
6E. Summary Budget	x
Part 7 - Attachment(s) & Certification	
7A. Attachment(s)	x
7A. In-Kind Match MOU Attachment	
7B. Certification	x

You have selected "Make Changes" to question #2 above. Provide a brief description of the changes that will be made to the project information screens (bullets are appropriate):

2A Update to include UEI

3A, 3B, 3C, 4B, 5A, 5B,6A, 6C- Updated to reflect reallocation of funding to right size program service delivery and CoC adjustments

You have selected "Make Changes." Once this screen is saved, you will be prohibited from "unchecking" any box that has been checked regardless of whether a change to data on the corresponding screen will be made.

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Recipient Performance

- 1. Did you submit your previous year's Annual Yes Performance Report (APR) on time?
- 2. Do you have any unresolved HUD Monitoring No or OIG Audit finding(s) concerning any previous grant term related to this renewal project request?
- 3. Do you draw funds quarterly for your current Yes renewal project?

4. Have any funds remained available for Yes recapture by HUD for the most recently expired grant term related to this renewal project request?

4a. If HUD recaptured funds provide an explanation.

Due to COVID related challenges this program had a slower than anticipated ramp up and did not reach capacity during the grant term. For that reason a portion of the funds remain available for recapture.

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Renewal Grant Consolidation or Renewal Grant Expansion

The FY2022 CoC Competition will continue offering opportunities to expand or consolidate CoC projects.

1. Expansions and Consolidations will submit individual applications.

a. Expansions will ONLY submit a Stand-Alone Renewal application and a Stand-Alone New application.

b. Consolidations will ONLY submit individual renewal project applications, identifying the renewal application that will survive, and the renewal applications that will terminate. Up to 10 grants may be included in a consolidation.

2. HUD HQ will combine the budget data (e.g., units, budgets) for Expansion or Consolidation requests from the individual project applications selected for conditional award and provide a data report with further instructions for the field office and conditional recipient.

1. Is this renewal project application requesting to No consolidate or expand?

If "No" click on "Next" or "Save & Next" below to move to the next screen.

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2A. Project Subrecipients

This form lists the subrecipient organization(s) for the project. To add a subrecipient, select the icon. To view or update subrecipient information already listed, select the view option.

Total Expected Sub-Awards: \$1,804,448

Organization	Туре	Sub-Award Amount
HELP of Southern Nevada	M. Nonprofit with 501C3 IRS Status	\$1,804,448

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2A. Project Subrecipients Detail

b. Organization Type: M. Nonprofit with 501C3 IRS Status

c. Employer or Tax Identification Number: 88-0108496

d. Unique Entity Identifier: LXMNWUXQYUB6

e. Physical Address

Street 1:	1640 E. Flamingo Rd. Ste 100
Street 2:	
City:	Las Vegas
State:	Nevada
Zip Code:	89119

- f. Congressional District(s): NV-001 (for multiple selections hold CTRL key)
 - g. Is the subrecipient a Faith-Based No Organization?
- h. Has the subrecipient ever received a federal Yes grant, either directly from a federal agency or through a State/local agency?
 - i. Expected Sub-Award Amount: \$1,804,448

j. Contact Person Prefix: Ms.

First Name: Fuilala

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Middle Name:	
Last Name:	Riley
Suffix:	
Title:	President/CEO
E-mail Address:	friley@helpsonv.org
Confirm E-mail Address:	friley@helpsonv.org
Phone Number:	702-369-4357
Extension:	1,238
Fax Number:	702-369-4089

Documentation of the subrecipient's nonprofit status is required with the submission of this application.

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3A. Project Detail

1. Expiring Grant Project Identification Number NV0071

(PIN):

(e.g., the "Federal Award Identifier" indicated on form 1A. Application Type)

2. CoC Number and Name: NV-500 - Las Vegas/Clark County CoC

3. CoC Collaborative Applicant Name: Clark County Social Service

4. Project Name: Healthy Living Consolidated

- 5. Project Status: Standard
- 6. Component Type: PH
- 6a. Select the type of PH project. PSH
- 7. Is your organization, or subrecipient, a victim No service provider defined in 24 CFR 578.3?
 - 8. Does this project include Replacement No Reserves as a CoC Operating Cost?

(Attachment Requirement)

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3B. Project Description

1. Provide a description that addresses the entire scope of the proposed project.

The Healthy Living (HL) Program is a permanent supportive housing project that provides services for medically fragile, highly vulnerable, homeless individuals and households . As a permanent supportive housing project, the duration of rental assistance is based upon the household's ongoing housing needs. HL is designed to serve chronically homeless, medically fragile or disabled individuals discharged from local hospitals using a Housing First model. The Healthy Living program places homeless individuals, and if needed, their families in an affordable housing situation, providing case management and access to addiction and mental health counseling and medical supports through support from MCO partners and HELP case managers. These individuals require additional medical services in order to become healthy in addition to housing services and case management in order to become self-sufficient. Through this program clients receive medical step down care.

HL is a partnership between HELP of Southern Nevada, (the direct client service provider), managed care organizations Health Plan of Nevada, Anthem, and SilverSummit, and Clark County Social Service (fiscal agent). The HL collaborative is improving the lives of 100 highly vulnerable and medically fragile households by providing financial support for clients in tenant based, scattered site, permanent supportive housing based upon a housing first harm reduction philosophy. Case management at a 21:1 client to case manager ratio that provides housing assessments, bridge housing navigation, housing navigation, supportive services, and the routine case management to support a robust individual service plan. This work is supported by MCOs who provide funds for case management while HL relies on HUD funding for rental assistance.

The goals of the project are to provide client-centered and evidence based permanent supportive housing practices to support the needs of the client, support ending chronic homelessness by 2017 as outlined in the federal plan 'Home Together' to prevent and end homelessness, and reduce incidences of utilization of high cost public systems. Best emerging practices used to develop this project include Housing First/Harm Reduction and Case Management (CM).

2. Check the appropriate box(s) if this project will have a specific subpopulation focus. (Select all that apply)

N/A - Project Serves All Subpopulations		Domestic Violence	X
Veterans	x	Substance Abuse	x
Youth (under 25)	x	Mental Illness	x
Families with Children	x	HIV/AIDS	X
		-	

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Chronic Homeless	x
Other(Click 'Save' to update)	x

Other: Medically Fragile

3. Housing First

3a. Does the project quickly move participants Yes into permanent housing

3b. Does the project enroll program participants who have the following barriers? Select all that apply.

Having too little or little income	X
Active or history of substance use	X
Having a criminal record with exceptions for state-mandated restrictions	X
History of victimization (e.g. domestic violence, sexual assault, childhood abuse)	X
None of the above	

3c. Will the project prevent program participant termination for the following reasons? Select all that apply.

Failure to participate in supportive services	x
Failure to make progress on a service plan	x
Loss of income or failure to improve income	x
Any other activity not covered in a lease agreement typically found for unassisted persons in the project's geographic area	X
None of the above	

3d. Does the project follow a "Housing First" Yes approach?

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3C. Dedicated Plus

Dedicated and DedicatedPLUS

A "100% Dedicated" project is a permanent supportive housing project that commits 100% of its beds to chronically homeless individuals and families, according to NOFA Section III.3.b.

A "DedicatedPLUS" project is a permanent supportive housing project where 100% of the beds are dedicated to serve individuals with disabilities and families in which one adult or child has a disability, including unaccompanied homeless youth, that at a minimum, meet ONE of the following criteria according to NOFA Section III.3.d:

(1) experiencing chronic homelessness as defined in 24 CFR 578.3;

(2) residing in a transitional housing project that will be eliminated and meets the definition of chronically homeless in effect at the time in which the individual or family entered the transitional housing project;

(3) residing in a place not meant for human habitation, emergency shelter, or safe haven; but the individuals or families experiencing chronic homelessness as defined at 24 CFR 578.3 had been admitted and enrolled in a permanent housing project within the last year and were unable to maintain a housing placement;

(4) residing in transitional housing funded by a joint TH and PH-RRH component project and who were experiencing chronic homelessness as defined at 24 CFR 578.3 prior to entering the project;

(5)residing and has resided in a place not meant for human habitation, a safe haven, or emergency shelter for at least 12 months in the last three years, but has not done so on four separate occasions; or

(6) receiving assistance through a Department of Veterans Affairs(VA)-funded homeless assistance program and met one of the above criteria at initial intake to the VA's homeless assistance system.

A renewal project where 100 percent of the beds are dedicated in their current grant as described in NOFA Section III.A.3.b. must either become DedicatedPLUS or remain 100% Dedicated. If a renewal project currently has 100 percent of its beds dedicated to chronically homeless individuals and families and elects to become a DedicatedPLUS project, the project will be required to adhere to all fair housing requirements at 24 CFR 578.93. Any beds that the applicant identifies in this application as being dedicated to chronically homeless individuals and families and elects to operate in accordance with Section III.A.3.b. Beds are identified on Screen 4B.

 Is this project "100% Dedicated," DedicatedPLUS "DedicatedPLUS," or "N/A"?
 (Only select "N/A" if this project was originally awarded as a grant that did not have requirements to only serve persons experiencing chronic homelessness and meets the definition of "non-dedicated permanent supportive housing beds" in the NOFO Section III.C.2.p).

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4A. Supportive Services for Program Participants

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

1. For all supportive services available to program participants, indicate who will provide them and how often they will be provided. Click 'Save' to update.

Supportive Services	Provider	Frequency
Assessment of Service Needs	Subrecipient	Daily
Assistance with Moving Costs	Subrecipient	As needed
Case Management	Subrecipient	Daily
Child Care	Non-Partner	As needed
Education Services	Subrecipient	As needed
Employment Assistance and Job Training	Subrecipient	As needed
Food	Subrecipient	As needed
Housing Search and Counseling Services	Subrecipient	As needed
Legal Services	Non-Partner	As needed
Life Skills Training	Subrecipient	Monthly
Mental Health Services	Subrecipient	As needed
Outpatient Health Services	Subrecipient	As needed
Outreach Services	Partner	Daily
Substance Abuse Treatment Services	Non-Partner	As needed
Transportation	Subrecipient	As needed
Utility Deposits	Subrecipient	Annually

Identify whether the project includes the following activities:

2. Transportation assistance to program Yes participants to attend mainstream benefit appointments, employee training, or jobs?

3. Annual follow-up with program participants to Yes ensure mainstream benefits are received and renewed?

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- 4. Do program participants have access to Yes SSI/SSDI technical assistance provided by this project, subrecipient, or partner agency?
- 4a. Has the staff person providing the technical Yes assistance completed SOAR training in the past 24 months?

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4B. Housing Type and Location

The following list summarizes each housing site in the project. To add a housing site to the list, select the icon. To view or update a housing site already listed, select the icon.

Total Units: 95

Total Beds: 100

Total Dedicated CH Beds: 0

Housing Type	Housing Type (JOINT)	Units	Beds
Scattered-site apartments (95	100

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4B. Housing Type and Location Detail

1. Housing Type: Scattered-site apartments (including efficiencies)

2. Indicate the maximum number of units and beds available for program participants at the selected housing site.

a. Units: 95

b. Beds: 100

3. How many beds of the total beds in "2b. Beds" 0 are dedicated to the chronically homeless?

This includes both the "dedicated" and "prioritized" beds from previous competitions.

4. Address:

Project applicants must enter an address for all proposed and existing properties. If the location is not yet known, enter the expected location of the housing units. For Scattered-site and Single-family home housing, or for projects that have units at multiple locations, project applicants should enter the address where the majority of beds will be located or where the majority of beds are located as of the application submission. Where the project uses tenant-based rental assistance in the RRH portion, or if the address for scattered-site or single-family homes housing cannot be identified at the time of application, enter the address for the project's administration office. Projects serving victims of domestic violence, including human trafficking, must use a PO Box or other anonymous address to ensure the safety of participants.

Street 1:1640 E Flamingo Rd #100Street 2:City:City:Las VegasState:NevadaZIP Code:89119

5. Select the geographic area(s) associated with the address: (for multiple selections hold CTRL Key)

320096 Henderson, 329003 Clark County, 320138 North Las Vegas, 320108 Las Vegas

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5A. Program Participants - Households



Click Save to automatically calculate totals

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5B. Program Participants - Subpopulations

Persons in Households with at Least One Adult and One Child

Characteristics	CH (Not Veteran s)	CH Veteran s	Veteran s (Not CH)	Chronic Substa nce Abuse	HIV/AI DS	Severely DV Mentally III		Physical Disability	Developme ntal Disability	Persons Not Represente d by a Listed Subpopulati on
Persons over age 24										
Persons ages 18-24										
Children under age 18										
Total Persons	0	0	0	0	0	0	0	0	0	0

Persons in Households without Children

Characteristics	CH (Not Veteran s)	CH Veteran	Veteran s (Not CH)	Chronic Substa nce Abuse	HIV/AI DS	Severely Mentally III	DV	Physical Disability	Developme	Persons Not Represente d by a Listed Subpopulati on
Persons over age 24	40	1	0							54
Persons ages 18-24	2	0	0							3
Total Persons	42	1	0	0	0	0	0	0	0	57

Click Save to automatically calculate totals

Persons in Households with Only Children

Characteristics	CH (Not Veteran s)	CH Veteran	Veteran s (Not CH)	Chronic Substa nce Abuse	HIV/AI DS	Severely Mentally III	DV	Physical Disability	Developme ntal Disability	Persons Not Represente d by a Listed Subpopulati on
Accompanied Children under age 18										
Unaccompanied Children under age 18										
Total Persons	0			0	0	0	0	0	0	0

Describe the unlisted subpopulations referred to above:

The unlisted subpopulation referred above consist of the minor children in the household.

Persons not represented include those with medical fragility.

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6A. Funding Request

- 1. Do any of the properties in this project have an No active restrictive covenant?
 - 2. Was the original project awarded as either a Yes Samaritan Bonus or Permanent Housing Bonus project?
 - 3. Does this project propose to allocate funds No according to an indirect cost rate?
- 4. Renewal Grant Term: This field is pre- 1 Year populated with a one-year grant term and cannot be edited:
 - 5. Select the costs for which funding is requested:

Leased Units	
Leased Structures	
Rental Assistance	X
Supportive Services	X
Operating	
HMIS	

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6C. Rental Assistance Budget

The following list summarizes the rental assistance funding request for the total term of the project. To add information to the list, select the icon. To view or update information already listed, select the icon.

	Total Request for Grant Term:		\$1,158,36				
	Total Units:						
Type of Rental Assistance	FMR Area		Total Units Requested	Total Request			
TRA	NV - Las Vegas-Henderson-Paradise, NV		95	\$1,158,360			

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Rental Assistance Budget Detail

Type of Rental Assistance: TRA

Metropolitan or non-metropolitan fair market rent area:

NV - Las Vegas-Henderson-Paradise, NV MSA (3200399999)

Does the applicant request rental assistance No funding for less than the area's per unit size fair market rents?

Size of Units	# of Units (Applicant)		FMR Area (Applicant)	HUD Paid Rent (Applicant)		12 Months		Total Request (Applicant)
SRO		X	\$636	\$636	X	12	=	\$0
0 Bedroom	0	X	\$848	\$848	X	12	╡	\$0
1 Bedroom	90	×	\$1,005	\$1,005	x	12	=	\$1,085,400
2 Bedrooms	5	×	\$1,216	\$1,216	x	12	=	\$72,960
3 Bedrooms		×	\$1,727	\$1,727	x	12	=	\$0
4 Bedrooms		×	\$2,081	\$2,081	x	12	=	\$0
5 Bedrooms		X	\$2,393	\$2,393	X	12	╡	\$0
6 Bedrooms		×	\$2,705	\$2,705	x	12	=	\$0
7 Bedrooms		X	\$3,017	\$3,017	X	12	╡	\$0
8 Bedrooms		X	\$3,330	\$3,330	X	12	╡	\$0
9 Bedrooms		X	\$3,642	\$3,642	X	12	╡	\$0
Total Units and Annual Assistance Requested	95							\$1,158,360
Grant Term		-						1 Year
Total Request for Grant Term								\$1,158,360

Click the 'Save' button to automatically calculate totals.

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6D. Sources of Match

The following list summarizes the funds that will be used as Match for this project. To add a Match source to the list, select the icon. To view or update a Match source already listed, select the icon.

Summary for Match

Total Value of Cash Commitments:	\$660,000
Total Value of In-Kind Commitments:	\$200,000
Total Value of All Commitments:	\$860,000

1. Will this project generate program income No described in 24 CFR 578.97 to use as Match for this project?

Before grant execution, services to be provided by a third party must be documented by a memorandum of understanding (MOU) between the recipient or subrecipient and the third party that will provide the services.

Туре	Source	Contributor	Value of Commitments
In-Kind	Government	Clark County Cont	\$200,000
Cash	Private	SilverSummit	\$110,000
Cash	Private	Anthem	\$330,000
Cash	Private	Health Plan of Ne	\$220,000

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Sources of Match Detail

1. Type of Match Commitment:	In-Kind
2. Source:	Government
3. Name of Source: (Be as specific as possible and include the office or grant program as applicable)	Clark County Contract with HELP of Southern Nevada
4. Amount of Written Committment:	\$200,000
Before grant execution, services to l documented by a memorandum of unde or subrecipient and the third par	be provided by a third party must be erstanding (MOU) between the recipient ty that will provide the services.

Sources of Match Detail

1. Type of Match Commitment: Cash

2. Source: Private

3. Name of Source: SilverSummit (Be as specific as possible and include the office or grant program as applicable)

4. Amount of Written Committment: \$110,000

Sources of Match Detail

Type of Match Commitment: Cash
 Source: Private
 Name of Source: Anthem
 (Be as specific as possible and include the office or grant program as applicable)
 Amount of Written Committment: \$330,000

Sources of Match Detail

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1. Type of Match Commitment:	Cash
2. Source:	Private
3. Name of Source: (Be as specific as possible and include the office or grant program as applicable)	Health Plan of Nevada
4. Amount of Written Committment:	\$220,000

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6E. Summary Budget

The following information summarizes the funding request for the total term of the project. Budget amounts from the Leased Units, Rental Assistance, and Match screens have been automatically imported and cannot be edited. However, applicants must confirm and correct, if necessary, the total budget amounts for Leased Structures, Supportive Services, Operating, HMIS, and Admin. Budget amounts must reflect the most accurate project information according to the most recent project grant agreement or project grant agreement amendment, the CoC's final HUD-approved FY 2018 GIW or the project budget as reduced due to CoC reallocation. Please note that, new for FY 2018, there are no detailed budget screens for Leased Structures, Supportive Services, Operating, or HMIS costs. HUD expects the original details of past approved budgets for these costs to be the basis for future expenses. However, any reasonable and eligible costs within each CoC cost category can be expended and will be verified during a HUD monitoring.

Eligible Costs	Total Assistance Requested for 1 year Grant Term (Applicant)
1a. Leased Units	\$0
1b. Leased Structures	\$0
2. Rental Assistance	\$1,158,360
3. Supportive Services	\$207,133
4. Operating	\$0
5. HMIS	\$0
6. Sub-total Costs Requested	\$1,365,493
7. Admin (Up to 10%)	\$125,000
8. Total Assistance plus Admin Requested	\$1,490,493
9. Cash Match	\$660,000
10. In-Kind Match	\$200,000
11. Total Match	\$860,000
12. Total Budget	\$2,350,493

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7A. Attachment(s)

Document Type	Required?	Document Description	Date Attached
1) Subrecipient Nonprofit Documentation	No	HELP of Southern	10/17/2014
2) Other Attachment	No	HLCP Match 23-24	09/26/2022
3) Other Attachment	No	MCO MOUS	09/21/2022

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Attachment Details

Document Description: HELP of Southern Nevada's 501(c)3 Status

Attachment Details

Document Description: HLCP Match 23-24

Attachment Details

Document Description: MCO MOUS

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7A. In-Kind Match MOU Attachment

This screen is currently read only and only includes data from the previous grant. To make changes to this information, navigate to the Submission without Changes screen, select "Make Changes" in response to Question 2, and then check the box next each screen that requires a change to match the current grant agreement, as amended, or to account for a reallocation of funds.

Document Type	Required?	Document Description	Date Attached
In-Kind Match MOU	No		

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Attachment Details

Document Description:

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7B. Certification

A. For all projects: Fair Housing and Equal Opportunity

It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and regulations pursuant thereto (Title 24 CFR part I), which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and with implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin.

It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations.

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)), and regulations pursuant thereto (24 CFR Part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on disability in Federally-assisted and conducted programs and activities.

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It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance. It will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

Additional for Rental Assistance Projects:

If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR 578.33(d) or 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

B. For non-Rental Assistance Projects Only.

20-Year Operation Rule.

Applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 20 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

15-Year Operation Rule – 24 CFR part 578 only.

Applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 15 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

1-Year Operation Rule.

For applicants receiving assistance for supportive services, leasing, or operating costs but not receiving assistance for acquisition, rehabilitation, or new construction: The project will be operated for the purpose specified in the application for any year for which such assistance is provided.

C. Explanation.

Where the applicant is unable to certify to any of the statements in this certification, such applicant shall provide an explanation.

Name of Authorized Certifying Official Date: Title:	Kristin Cooper 09/26/2022 Assistant Director
Applicant Organization:	Clark County
PHA Number (For PHA Applicants Only): I certify that I have been duly authorized by the applicant to submit this Applicant Certification and to ensure compliance. I am aware that any false, ficticious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties . (U.S. Code, Title 218, Section 1001).	X
Active SAM Status Requirement. I certify that our organization has an active System for Award Management (SAM) registration as required by 2 CFR 200.300(b) at the time of project application submission to HUD and will ensure this SAM registration will be renewed annually to meet this requirement.	X

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8B Submission Summary

Page	Last Updated	
1A. SF-424 Application Type	08/30/2022	
1B. SF-424 Legal Applicant	08/30/2022	
Renewal Project Application FY2022	Page 53 10/10/2022	

1	
1C. SF-424 Application Details	No Input Required
1D. SF-424 Congressional District(s)	09/01/2022
1E. SF-424 Compliance	08/30/2022
1F. SF-424 Declaration	08/30/2022
1G. HUD-2880	08/30/2022
1H. HUD-50070	08/30/2022
1I. Cert. Lobbying	08/30/2022
1J. SF-LLL	08/30/2022
IK. SF-424B	08/30/2022
Submission Without Changes	09/15/2022
Recipient Performance	08/30/2022
Renewal Grant Consolidation or Renewal Grant Expansion	08/30/2022
2A. Subrecipients	08/30/2022
3A. Project Detail	08/30/2022
3B. Description	09/19/2022
3C. Dedicated Plus	08/30/2022
4A. Services	08/30/2022
4B. Housing Type	09/19/2022
5A. Households	09/19/2022
5B. Subpopulations	08/30/2022
6A. Funding Request	08/30/2022
6C. Rental Assistance	09/19/2022
6D. Match	08/30/2022
6E. Summary Budget	No Input Required
7A. Attachment(s)	09/26/2022
7A. In-Kind Match MOU Attachment	No Input Required
7B. Certification	08/30/2022

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BRIAN SANDOVAL Governor ROBERT R. BARENGO Chair, Nevada Tax Commission CHRISTOPHER G. NIELSEN Executive Director STATE OF NEVADA DEPARTMENT OF TAXATION

Web Site: http://tax.state.nv.us 1550 College Parkway, Suite 115 Carson City, Nevada 89706-7937 Phone: (775) 684-2000 Fax: (775) 684-2020

LAS VEGAS OFFICE Grant Sawyer Office Building, Suite 1300 555 E. Washington Avenue Las Vegas, Nevada, 89101 Phone: (702) 486-2300 Fax: (702) 486-2373 RENO OFFICE 4600 Kietzke Lane Building L, Suite 235 Reno, Nevada 89502 Phone: (775) 687-9999 Fax: (775) 6881303

HENDERSON OFFICE 2550 Paseo Verde Parkway Suite 180 Henderson, Nevada 89074 Phone:(702) 486-2300 Fax: (702) 486-3377

Account Number: RCE-001-424 Exp date: December 31, 2017

December 31, 2012

HELP OF SOUTHERN NEVADA 1640 E FLAMINGO RD., STE. 100 LAS VEGAS NV 89119

Pursuant to NRS 372.3261 and related statutes, HELP OF SOUTHERN NEVADA has been granted sales/use tax exempt status as a charitable organization. Direct purchases or sales of tangible personal property made by or to HELP OF SOUTHERN NEVADA are exempt from sales/use tax. Fraudulent use of this exemption letter is a violation of Nevada law.

Vendors selling tangible personal property to HELP OF SOUTHERN NEVADA are authorized to sell to them tax exempt. The vendor shall account for the exempt sale on its sales/use tax return under exemptions. For audit purposes, a vendor must have a copy of this letter in order to document the transaction was tax exempt.

This letter only applies to Nevada sales/use tax and does not provide exemption from any other tax.

This exemption applies only to the above named organization and is not extended to individuals, or contractors or lessors to or for such organizations.

Any vendor having questions concerning the use of this sales/use tax exemption letter may contact the Department at one of the district offices listed above.

If, upon further or future review by the Department, it is determined the above named organization does not meet or no longer meets the criteria outlined in NRS 372.348, this letter of exemption will be revoked.

Sincerely,

Raymond H. Lummus, especial and a second sec



BRIAN SANDOVAL Governor ROBERT R. BARENGO Chair, Nevada Tax Commission CHRISTOPHER G. NIELSEN Executive Director

STATE OF NEVADA DEPARTMENT OF TAXATION

Web Site: http://tax.state.nv.us 1550 College Parkway, Suite 115 Carson City, Nevada 89706-7937 Phone: (775) 684-2000 Fax: (775) 684-2020

LAS VEGAS OFFICE Grant Sawyer Office Building, Suite1300 555 E. Washington Avenue Las Vegas, Nevada 89101 Phone: (702) 486-2300 Fax: (702) 486-2373 RENO OFFICE 4600 Kietzke Lane Building L, Suite 235 Reno, Nevada 89502 Phone: (775) 687-9999 Fax: (775) 688-1303

HENDERSON OFFICE 2550 Paseo Verde Parkway, Suite 180 Henderson, Nevada 89074 Phone: (702) 486-2300 Fax: (702) 486-3377

EXEMPT ORGANIZATIONS

Governmental, Religious, Charitable and Educational organizations that are granted exemption from sales and use taxes for purchases or sales may only use their exemption in an official capacity.

Exemption status may **<u>not</u>** be transferred to <u>individual organization members</u> or <u>anyone</u> <u>else</u> for their personal use. Accordingly, use of an organization's exemption letter for other than its official capacity is inappropriate. Misuse of an organization's exemption may result in its revocation by the Department.

Internal Revenue Service

Date: October 12, 2006

HELP OF SOUTHERN NEVADA 1640 E FLAMINGO RD STE 100 LAS VEGAS NV 89119-5280 Department of the Treasury P. **O.** Box 2508 Cincinnati, OH 45201

Person to Contact: Ms. Benson #31-07273 Customer Service Representative Toll Free Telephone Number: 877-829-5500 Federal Identification Number: 88-0108496

Dear Sir or Madam:

This is in response to your request of October 12, 2006, regarding your organization's taxexempt status.

In January 1971 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Janna K. Skufca

Janna K. Skufca, Director, TE/GE Customer Account Services

Internal Revenue Service

District Director

Department of the Treasury

450 Golden Gate Ave. San Francisco, Calil. 94102

Person to Contact: Taxpayer Service Representative

Telephone Number: (800) 424 - 1040

Refer Reply to: SF 4446

Date: July 3, 1986

HELP of Southern Nevada 1020 south Main Street Las Vepas, NV 89101

Reference is made to your request for verification of the tax exempt status of your organization.

We are unable to furnish you with a copy of the original determination or ruling letter that was issued to your organization. However, our records indicate that exemption was granted as shown below.

A determination or ruling letter issued to an organization granting exemption under the Internal Revenue Code of 1954 or under a prior or subsequent Revenue Act remains in effect until exempt status has been terminated, revoked or modified.

Our records indicate that there has been no change in your organization's exempt status.

Sincerely yours,

J. S. Miel.

District Director

Name of the organization: HELP of Southern Nevada

Date of exemption letter: January 1971

Exemption granted pursuant to 1954 Code d o n 501(c) (3) or its predecessor Code section.

Foundation Classification (if applicable) 509(a)(1) and 170(b) (1)(A)(vi)

Tax I.D. # 88-0108496

Department of Social Service



1600 Pinto Lane • Las Vegas NV 89106 (702) 455-4270 • Fax (702) 455-5950

Timothy Burch, Administrator

Kristin Cooper, Assistant Director • Randy Reinoso, Assistant Director • Margaret LeBlanc, Assistant Director

September 18, 2022

RE: HEALTHY LIVING: NV0071L9T002007

To Whom It May Concern:

Clark County Department of Social Service (CCSS) seeks to provide a safety net of human services for the growing community of Southern Nevada. This safety net provides support to low-income, at-risk, and high-risk populations attaining self-sufficiency. The Healthy Living program seeks to house 100 medically fragile individuals and families experiencing homelessness in permanent supportive housing and wrapping them in intensive case management, medical case management and supportive services to assist them with becoming self-sufficient.

CCSS is dedicated to supporting Healthy Living Consolidated Project with **match funds**. CCSS is committing:

Туре	Source	Value	Date of Commitment
In-kind	CCSS Local Government	\$200,000	7/1/2023 – 6/30/2024

For: Intensive case management and supportive services for 100 clients directly linked to the Healthy Living Consolidated Project.

Healthy Living Consolidated Project is an innovative project for Southern Nevada and will serve as a model for other programs supporting highly vulnerable, medically fragile individuals experiencing homelessness who are seeking permanent housing stability and medical wellness.

If you have any questions or require further information, please contact me at 702-455-5032.

Sincerely,

Kristin R. Cooper Digitally signed by Kristin R. Cooper Date: 2022.09.19 18:00:09 -07'00'

Kristin Cooper Assistant Director

Department of Social Service



1600 Pinto Lane • Las Vegas NV 89106 (702) 455-4270 • Fax (702) 455-5950

Timothy Burch, Administrator

Kristin Cooper, Assistant Director • Randy Reinoso, Assistant Director • Margaret LeBlanc, Assistant Director

September 20, 2022

RE: Match Commitment – HLCP

To Whom It May Concern:

The match commitment of at least 25% will be supported by the State of Nevada contracted managed care organizations (MCOs). Written commitments from Anthem Blue Cross and Blue Shield Healthcare Solutions, SilverSummit Healthplan, and United Health Care / Health Plan of Nevada are in the process of being finalized. Match for this project will consist of all costs related to case management, supportive services, and administrative support. Initial estimates are approximately \$660,000 to serve 100 clients annually

Due to the in-depth leadership teams of each nationally based MCO and the short turnaround time between local application and HUD application submissions, the final version of these letters is not included in this application. Clark County has formal active MOUs in place with each MCO partner that run through 2024. In conjunction with that MOU, each MCO has funding and clients that are currently active and committed to this renewal program as it enters the 3rd year of service.

In addition to the support from the partnering agencies, Clark County Social Service has provided \$200,000 in match funding to support Healthy Living programming.

Draft version of these commitment letters are used as placeholders for the formal commitment letters until they are received.

Sincerely,

Mary Cannizzaro

Mary Cannizzaro, Grants Coordinator Clark County Social Service <u>Mary.Cannizzaro@ClarkCountyNV.gov</u> (702) 659-0585

August 18, 2022

RE: HEALTHY LIVING CONSOLIDATED PROJECT

HUD GRANT NUMBER - NV0071

To Whom It May Concern:

Anthem, Inc. is a Medicaid Managed Care Organization (MCO) in the State of Nevada and seeks to provide a safety net of medical services for the growing community of Southern Nevada. This safety net provides support to low-income, at-risk, and high-risk populations attaining self-sufficiency. The Healthy Living Consolidated Project seeks to house 100 medically fragile individuals and families experiencing homelessness in permanent supportive housing and wrapping them in intensive case management, medical case management and supportive services to assist them with becoming self-sufficient.

Healthy Living Consolidated Project is an innovative project for Southern Nevada and will serve as a model for other programs supporting highly vulnerable, medically fragile individuals experiencing homelessness who are seeking permanent housing stability and medical wellness.

Anthem, Inc. is dedicated to supporting Healthy Living Consolidated Project with cash match funds. Anthem, Inc. is committing up to the following amount:

Туре	Source	Value	Date of Commitment
Cash	undisclosed	\$330,000	10/1/2023-9/30/2024

For: Intensive case management and supportive services for 45 clients directly linked to the Healthy Living Consolidated Project.

If you have any questions or require further information, please contact me at (lisa.bogard@anthem.com) +1 702-545-9842 Ext. 757513-1652.

Sincerely,

Craig Smith

CEO

RE: HEALTHY LIVING CONSOLIDATED PROJECT HUD GRANT NUMBER - NV0071

To Whom It May Concern:

Health Plan of Nevada (HPN) is a Medicaid Managed Care Organization (MCO) in the State of Nevada and seeks to provide a safety net of medical services for the growing community of Southern Nevada. This safety net provides support to low-income, at-risk, and high-risk populations attaining self-sufficiency. The Healthy Living Consolidated Project seeks to house 100 medically fragile individuals and families experiencing homelessness in permanent supportive housing and wrapping them in intensive case management, medical case management and supportive services to assist them with becoming self-sufficient.

Healthy Living Consolidated Project is an innovative project for Southern Nevada and will serve as a model for other programs supporting highly vulnerable, medically fragile individuals experiencing homelessness who are seeking permanent housing stability and medical wellness.

HPN is dedicated to supporting Healthy Living Consolidated Project with cash match funds. HPN is committing up to the following amount:

Туре	Source	Value	Date of Commitment
Cash	undisclosed	\$220,000	10/1/2023-9/30/2024

For: Intensive case management and supportive services for 30 clients directly linked to the Healthy Living Expansion Program.

If you have any questions or require further information, please contact Rachel Rosensteel (Rachel.Rosensteel@uhc.com).

Sincerely,

Don Giancursio CEO August 18,2022

RE: HEALTHY LIVING CONSOLIDATED PROJECT HUD GRANT NUMBER - NV0071

To Whom It May Concern:

SilverSummit Healthplan is a Medicaid Managed Care Organization (MCO) in the State of Nevada and seeks to provide a safety net of medical services for the growing community of Southern Nevada. This safety net provides support to low-income, at-risk, and high-risk populations attaining self-sufficiency. The Healthy Living Consolidated Project seeks to house 100 medically fragile individuals and families experiencing homelessness in permanent supportive housing and wrapping them in intensive case management, medical case management and supportive services to assist them with becoming self-sufficient.

Healthy Living Consolidated Project is an innovative project for Southern Nevada and will serve as a model for other programs supporting highly vulnerable, medically fragile individuals experiencing homelessness who are seeking permanent housing stability and medical wellness.

SilverSummit Healthplan is dedicated to supporting Healthy Living Consolidated Project with cash match funds. SilverSummit Healthplan is committing the following amount:

Туре	Source	Value	Date of Commitment
Cash	undisclosed	\$110,000	10/1/2022–9/30/2023

For: Intensive case management and supportive services for 15 clients directly linked to the Healthy Living Consolidated Project.

If you have any questions or require further information, please contact me at Nicole.L.Figles@SilverSummitHealthPlan.com.

Sincerely,

Nicole L. Figles

AGREEMENT FOR SHARED SERVICES FOR HEALTHY LIVING RAPID REHOUSING

This AGREEMENT (hereinafter referred to as "AGREEMENT"), is made and entered into this <u>8</u> day, of <u>November</u>2021, by and between the COUNTY of CLARK, DEPARTMENT OF SOCIAL SERVICE (hereinafter referred to as "COUNTY"), and HEALTH PLAN OF NEVADA (hereinafter referred to as "HPN") for shared services for Healthy Living Rapid Rehousing collectively hereinafter referred to as PROJECT.

INTRODUCTION

WHEREAS, The PROJECT is a rapid rehousing project for medically fragile, literally homeless households experiencing homelessness discharged from local hospitals or other medical facilities using a Housing First model. The PROJECT places homeless individuals, and if needed, their families in an affordable housing situation, providing intensive case management and access to addiction and mental health counseling and medical supports;

WHEREAS, there is a need for rapid rehousing for medically fragile, individuals and families experiencing literal homelessness based on data which reflects a portion of the clients referred to Healthy Living PSH do not meet the definitions of chronic homelessness and/or a disabling condition. The need to coordinate supportive housing post medical facility discharge is great based on data from the Healthy Living PSH;

WHEREAS, the PARTIES to this AGREEMENT believe that the coordination of supportive housing post medical discharge can most effectively be accomplished through collaborative case conferencing between the PARTIES through the PROJECT to serve more clients utilizing rental assistance savings; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the COUNTY and HPN;

NOW, THEREFORE, in consideration of the aforementioned premises, the following have been mutually agreed upon by all PARTIES:

PARTICIPANTS

Clark County, Department of Social Service (COUNTY) Health Plan of Nevada (HPN)

TIME FRAME AND ASSOCIATION

This AGREEMENT has been entered into in good faith. This AGREEMENT will remain in effect for four (4) years expiring on September 30, 2026, or until such time as COUNTY and HPN collectively revise the expiration in writing or if funding is not available. The AGREEMENT will automatically renew for successive annual terms. Any PARTY may terminate its participation under this AGREEMENT upon not less than sixty (60) days written notice to the other PARTY as provided herein. The AGREEMENT will be reviewed by each PARTY annually.

This AGREEMENT shall not act, nor be construed, to otherwise restrict the PARTIES from participating in similar activities with other public or private agencies, organizations, and individuals.

SPECIFIC ROLES AND RESPONSIBILITIES OF PARTICIPANTS

- COUNTY and HPN have been collaborating since March of 2019 on similar programs that offer intensive case management (ICM) to highly vulnerable, medically fragile individuals experiencing homelessness discharged from local hospitals and other medical facilities.

The grant funds that provide rental assistance to eligible clients are provided by U.S. Department of Housing and Urban Development's (HUD), Continuum of Care Program governed by title IV of the McKinney-Vento Homeless Assistance Act, as amended by S. 896 Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 and the Continuum of Care Program regulation 24 CFR 578. Funds for each grant year are contingent upon receipt of grant funds awarded by HUD to Clark County Social Service; and are anticipated to be spent between October 1, 2022 and December 31, 2023. Program dates will be agreed upon by all parties.

It is anticipated that the Board of County Commissioners (BCC) will approve acceptance of the grant award on December 21, 2021;

Direct service is provided through a subcontract with HELP of Southern Nevada which provides outreach, intensive case management, housing placement and supportive services; and

ClarityNet software operating the Community Management Information System is the case management tool of record.

SCOPE OF SERVICES TO BE PROVIDED BY COUNTY:

- 1. BACKBONE SERVICES: COUNTY will serve as Project Manager for the PROJECT with primary responsibility of organizing meetings and facilitating communication among partnering and contracted agencies.
- 2. COUNTY will participate as the fiscal agent for the HUD Continuum of Care grant funding to facilitate subcontracts with direct service provider, HELP of Southern Nevada.
- 3. COUNTY will utilize additional funding resources provided by HPN to enhance HELP of Southern Nevada's Healthy Living Rapid Rehousing Intensive Case Management Contract with additional resources. Staffing for this project will be at the ratio of one (1) case manager per fifteen (15) clients for intensive case management and housing navigation.

SCOPE OF SERVICES TO BE PROVIDED BY HEALTH PLAN OF NEVADA

- 1. HPN will utilize HPN social work staff at various hospitals to identify presumptively eligible clients who meet the criteria for the PROJECT through the web-based database, ClarityNet Human Services CMIS, which acts as a referral portal, data repository, and case management tool of record for client information
- 2. HPN will follow the admission criteria for the PROJECT to include referring clients who:
 Meet the PROJECT's definition of medically fragile and literal homelessness.

- ✤ Are independent in performing activities of daily living (ADLs) and medication administration.
- ✤ Have an acute medical condition with an identifiable end point of care.
- Are independent in mobility (individual can ambulate with assistive devices such as walkers, wheelchairs, cane, crutches).
- ✤ Are willing to see medical and community staff and comply with medical recommendations in accordance with treatment plans (Harm reduction methods will be incorporated with treatment plans).
- ✤ Are medically and psychiatrically stable, patient must be ready for discharge to independent living and cannot be suicidal or homicidal.
- 3. Provide \$250,754 for year one (1) and three (3) percent increases per year thereafter for services to case manage clients for the PROJECT. In the event that all HPN funds are not utilized during any year of the PROJECT, all unused funds will be applied to the subsequent year of the PROJECT. Summaries of expenditures related to HPN members will be provided to HPN on a regular basis. All charges are based on a per client ratio of costs.
- 4. Prior to the start of each year, beginning in year two (2) of the PROJECT, an estimate of match including a three (3) percent increase for services to case manage an initial allotment of twenty-five (25) clients for the PROJECT will be provided in writing to HPN.
- 5. Share client level cost benefit data with COUNTY to include, at a minimum, preintervention cost six (6) months prior to enrollment and six (6) months post enrollment to evaluate program intervention cost.
- 6. Share client level information with PROJECT case managers pertinent to providing individualized holistic services in housing.

COLLECTIVE RESPONSIBILITY

The PARTIES shall engage in continuous communication which will allow for a consistent and honest platform where concerns will be addressed, and ideas discussed between organizations. This communication method will support common language, a foundation for support, a common agenda, an agreement of common targets, and monitoring of results.

The PARTIES shall participate in regular meetings and conference calls for PROJECT and be responsible for respective data entry, reporting, and processes for using data to improve service delivery and coordination.

The PARTIES understand that nothing contained in the AGREEMENT shall require any PARTY to refer any individual or clients to any other PARTY, or to any affiliate or subsidiary of any PARTY.

The PARTIES understand that in the event that there is not full utilization of the allocated PROJECT spots that they will be offered to additional PROJECT partners and the respective costs will be billed to that partner. Both PARTIES understand that this may happen at any point during the PROJECT and can be initiated by either PARTY. This will be done to ensure full utilization of PROJECT vacancies for the duration of the PROJECT.

CONFIDENTIALITY

The PARTIES hereto shall treat as confidential all information relating to any PARTY'S

operations or the general business affairs or any of the operations or general business affairs of the PARTY (including the PARTY'S parent, affiliate, subcontractor for the HL RRH project, or subsidiary companies) which any other party may observe, or which may be disclosed as a result of the PARTY'S performance under this AGREEMENT. No PARTY shall disclose any such confidential information to third parties or use any such information for any purpose other than the performance under this AGREEMENT, without the prior written consent of the other PARTY.

Additionally, the PARTIES shall abide by all State and Federal laws, rules and regulations, including, but not limited to, 42 C.F.R., Part 2 and the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d ("HIPAA"). Specifically, and to the extent applicable to this AGREEMENT and the relationships between the PARTIES, each PARTY shall comply with HIPAA, and any current and future regulations promulgated thereunder, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all collectively referred to as "HIPAA Requirements." The PARTIES understand it may be necessary to enter into further agreements to facilitate compliance with HIPAA. Each PARTY shall not use or further disclose any Protected Health Information (as defined in 45 C.F.R. § 132d), other than as permitted by the HIPAA Requirements, including the law enforcement exception to HIPAA.

Any medical information concerning any client or individual that is necessary to share with the COUNTY for the safety of HL RRH, the client or in furtherance of this AGREEMENT is confidential information pursuant to NRS 179A.100 and will be protected and not disclosed other than to those who have a need and right to know the information and who is subject to like terms of confidentiality.

NOTICES

Any notices required or permitted to be given pursuant to this AGREEMENT shall be in writing and sent by certified mail, postage prepaid, return receipt requested to the PARTY's address noted below. Notice shall be deemed to be given upon the date three (3) days after such notice is deposited in the mail. Notices may also be delivered by courier, electronic transmission (including email) or by facsimile transmission and shall be deemed to be delivered when received by the PARTY to whom such notice is directed with a confirmation of receipt. All notices shall be forwarded as follows:

If to CCSS:

Clark County, Department of Social Service Attn: Director of Social Service Address: 1600 Pinto Lane Las Vegas, Nevada 89106

If to HPN:

Health Plan of Nevada Attn: Don Giancursio Address: 2720 N. Tenaya Way Las Vegas, Nevada 89128

ENTIRE AGREEMENT

This AGREEMENT represents the entire arrangement and understanding between the PARTIES and supersedes all prior oral and written understandings, representations, and discussions respecting this AGREEMENT.

NO ASSIGNMENT OR MODIFICATIONS

No PARTY to this AGREEMENT may assign, pledge or otherwise transfer its responsibilities under the scope of work herein except with the prior written consent of the non-assigning PARTIES, which consent shall not be unreasonably withheld. This provision does not apply to subcontracting.

This AGREEMENT may not be modified or amended without the written consent of authorized representatives of the PARTIES.

PERMITS AND LICENSES

Each PARTY hereto shall be responsible for securing all necessary licenses and permits required for providing the services for which it is responsible as delineated in this AGREEMENT.

INSURANCE

Each PARTY hereto shall be responsible for providing its own insurance coverage, including general liability, workers compensation, and professional liability (if applicable).

INDEPENDENT CONTRACTORS

The PARTIES to this AGREEMENT are acting as independent contractors and independent employers. Nothing contained in this AGREEMENT shall create or be construed as creating a partnership, joint venture or agency relationship between the PARTIES. No PARTY, nor any PARTY's respective officers, directors, employees or independent contractors, shall be construed to be the partner, employee, agent or representative of any other PARTY. No PARTY shall have the authority to bind any other PARTY in any respect. No PARTY shall exercise control over the methods or procedures to be utilized by any other PARTY, nor shall any PARTY be responsible for the conduct of any other PARTY.

MISCELLANEOUS

1. Limited Liability

a. The PARTIES will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both PARTIES shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.

2. Indemnification

- a. Neither PARTY waives any right or defense to indemnification that may exist in law or equity.
- 3. Exclusive Benefit of the PARTIES

- a. This AGREEMENT is not intended to create any rights, powers or interest for any PARTY not participating in this AGREEMENT. This AGREEMENT is entered into for the exclusive benefit of the undersigned PARTIES.
- 4. Interpretation of AGREEMENT
 - a. It is agreed that the PARTIES will derive the greatest benefit from this AGREEMENT by promoting the interest of each other, by evaluation, consultation, cooperation and interpreting the provisions of this AGREEMENT in the manner which shall best promote the interest of the clients served.
- 5. Non-Discrimination
 - a. In providing services under this AGREEMENT, the PARTIES shall not discriminate on the basis of race, color, sex, age, religion, national origin, disability, sexual orientation or gender identity or expression.
- 6. Severability
 - a. In the event any provision of this AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, the rest and remainder of the provisions of this AGREEMENT shall remain in full force and effect.
- 7. Waiver
 - a. Any waiver of a breach of any provision of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.
- 8. Governing Law
 - a. Nevada law shall govern the interpretation of this AGREEMENT.

1. X.

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IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT for Shared Services for Healthy Living RRH to be executed by their duly authorized representatives on the day and year first written above.

HEALTH PLAN OF NEVADA By: Don Giancursio CEO

11-8-21 DATE:

<u>COUNTY;</u> <u>CLARK COUNTY, NEVADA</u>

Kristin R. Cooper By: KRISTIN COOPER Assistant Director of Social Service

DATE:

<u>APPROVED AS TO FORM:</u> STEVEN B. WOLFSON District <u>Attorney</u>

AGREEMENT FOR SHARED SERVICES FOR HEALTHY LIVING RAPID REHOUSING

This AGREEMENT (hereinafter referred to as "AGREEMENT"), is made and entered into this <u>3rd</u> day, of <u>November</u> 2021, by and between the COUNTY of CLARK, DEPARTMENT OF SOCIAL SERVICE (hereinafter referred to as "COUNTY"), and ANTHEM BLUE CROSS AND BLUE SHIELD (hereinafter referred to as "ANTHEM") for shared services for Healthy Living Rapid Rehousing collectively hereinafter referred to as PROJECT.

INTRODUCTION

WHEREAS, The PROJECT is a rapid rehousing project for medically fragile, literally homeless households experiencing homelessness discharged from local hospitals or other medical facilities using a Housing First model. The PROJECT places homeless individuals, and if needed, their families in an affordable housing situation, providing intensive case management and access to addiction and mental health counseling and medical supports;

WHEREAS, there is a need for rapid rehousing for medically fragile, individuals and families experiencing literal homelessness based on data which reflects a portion of the clients referred to Healthy Living PSH do not meet the definitions of chronic homelessness and/or a disabling condition. The need to coordinate supportive housing post medical facility discharge is great based on data from the Healthy Living PSH;

WHEREAS, the PARTIES to this AGREEMENT believe that the coordination of supportive housing post medical discharge can most effectively be accomplished through collaborative case conferencing between the PARTIES through the PROJECT to serve more clients utilizing rental assistance savings; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the COUNTY and ANTHEM;

NOW, THEREFORE, in consideration of the aforementioned premises, the following have been mutually agreed upon by all PARTIES:

PARTICIPANTS

Clark County, Department of Social Service (COUNTY) Anthem Blue Cross and Blue Shield (ANTHEM)

TIME FRAME AND ASSOCIATION

This AGREEMENT has been entered into in good faith. This AGREEMENT will remain in effect for four (4) years expiring on September 30, 2026, or until such time as COUNTY and ANTHEM collectively revise the expiration in writing or if funding is not available. The AGREEMENT will automatically renew for successive annual terms. Any PARTY may terminate its participation under this AGREEMENT upon not less than sixty (60) days written notice to the other PARTY as provided herein. The AGREEMENT will be reviewed by each PARTY annually.

This AGREEMENT shall not act, nor be construed, to otherwise restrict the PARTIES from participating in similar activities with other public or private agencies, organizations, and individuals.

SPECIFIC ROLES AND RESPONSIBILITIES OF PARTICIPANTS

COUNTY and ANTHEM have been collaborating since March of 2019 on similar programs that offer intensive case management (ICM) to highly vulnerable, medically fragile individuals experiencing homelessness discharged from local hospitals and other medical facilities;

The grant funds that provide rental assistance to eligible clients are provided by U.S. Department of Housing and Urban Development's (HUD), Continuum of Care Program governed by title IV of the McKinney-Vento Homeless Assistance Act, as amended by S. 896 Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 and the Continuum of Care Program regulation 24 CFR 578. Funds for each grant year are contingent upon receipt of grant funds awarded by HUD to Clark County Social Service; and are anticipated to be spent between October 1, 2022 and December 31, 2023. Program dates will be agreed upon by all parties.

It is anticipated that the Board of County Commissioners (BCC) will approve acceptance of the grant award on December 21, 2021;

Direct service is provided through a subcontract with HELP of Southern Nevada which provides outreach, intensive case management, housing placement and supportive services; and

ClarityNet software operating the Community Management Information System is the case management tool of record.

SCOPE OF SERVICES TO BE PROVIDED BY COUNTY:

- 1. BACKBONE SERVICES: COUNTY will serve as Project Manager for the PROJECT with primary responsibility of organizing meetings and facilitating communication among partnering and contracted agencies.
- 2. COUNTY will participate as the fiscal agent for the HUD Continuum of Care grant funding to facilitate subcontracts with direct service provider, HELP of Southern Nevada.
- 3. COUNTY will utilize additional funding resources provided by ANTHEM to enhance HELP of Southern Nevada's Healthy Living Rapid Rehousing Intensive Case Management Contract with additional resources. Staffing for this project will be at the ratio of one (1) case manager per fifteen (15) clients for intensive case management and housing navigation.

SCOPE OF SERVICES TO BE PROVIDED BY ANTHEM BLUE CROSS AND BLUE SHIELD

1. ANTHEM will utilize ANTHEM social work staff at various hospitals to identify presumptively eligible clients who meet the criteria for the PROJECT through the webbased database, ClarityNet Human Services CMIS, which acts as a referral portal, data repository, and case management tool of record for client information

- ANTHEM will follow the admission criteria for the PROJECT to include referring clients who:
 - Meet the PROJECT's definition of medically fragile and literal homelessness.
 - Are independent in performing activities of daily living (ADLs) and medication administration.
 - Have an acute medical condition with an identifiable end point of care.
 - Are independent in mobility (individual can ambulate with assistive devices such as walkers, wheelchairs, cane, crutches).
 - Are willing to see medical and community staff and comply with medical recommendations in accordance with treatment plans (Harm reduction methods will be incorporated with treatment plans).
 - Are medically and psychiatrically stable, patient must be ready for discharge to independent living and cannot be suicidal or homicidal.
- 3. Provide \$250,754 for year one (1) and three (3) percent increases per year thereafter for services to case manage clients for the PROJECT. In the event that all ANTHEM funds are not utilized during any year of the PROJECT, all unused funds will be applied to the subsequent year of the PROJECT. Summaries of expenditures related to ANTHEM members will be provided to Anthem on a regular basis. All charges are based on a per client ratio of costs.
- 4. Prior to the start of each year, beginning in year two (2) of the PROJECT, an estimate of match including a three (3) percent increase for services to case manage an initial allotment of twenty-five (25) clients for the PROJECT will be provided in writing to ANTHEM.
- 5. Share client level cost benefit data with COUNTY to include, at a minimum, preintervention cost six (6) months prior to enrollment and six (6) months post enrollment to evaluate program intervention cost.
- 6. Share client level information with PROJECT case managers pertinent to providing individualized holistic services in housing.

COLLECTIVE RESPONSIBILITY

The PARTIES shall engage in continuous communication which will allow for a consistent and honest platform where concerns will be addressed, and ideas discussed between organizations. This communication method will support common language, a foundation for support, a common agenda, an agreement of common targets, and monitoring of results.

The PARTIES shall participate in regular meetings and conference calls for PROJECT and be responsible for respective data entry, reporting, and processes for using data to improve service delivery and coordination.

The PARTIES understand that nothing contained in the AGREEMENT shall require any PARTY to refer any individual or clients to any other PARTY, or to any affiliate or subsidiary of any PARTY.

The PARTIES understand that in the event that there is not full utilization of the allocated PROJECT spots that they will be offered to additional PROJECT partners and the respective costs will be billed to that partner. Both PARTIES understand that this may happen at any point during the PROJECT and can be initiated by either PARTY. This will be done to ensure full utilization of PROJECT vacancies for the duration of the PROJECT.

CONFIDENTIALITY

The PARTIES hereto shall treat as confidential all information relating to any PARTY'S operations or the general business affairs or any of the operations or general business affairs of the PARTY (including the PARTY'S parent, affiliate, subcontractor for the HL RRH project, or subsidiary companies) which any other party may observe, or which may be disclosed as a result of the PARTY'S performance under this AGREEMENT. No PARTY shall disclose any such confidential information to third parties or use any such information for any purpose other than the performance under this AGREEMENT, without the prior written consent of the other PARTY.

Additionally, the PARTIES shall abide by all State and Federal laws, rules and regulations, including, but not limited to, 42 C.F.R., Part 2 and the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d ("HIPAA"). Specifically, and to the extent applicable to this AGREEMENT and the relationships between the PARTIES, each PARTY shall comply with HIPAA, and any current and future regulations promulgated thereunder, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all collectively referred to as "HIPAA Requirements." The PARTIES understand it may be necessary to enter into further agreements to facilitate compliance with HIPAA. Each PARTY shall not use or further disclose any Protected Health Information (as defined in 45 C.F.R. § 132d), other than as permitted by the HIPAA Requirements, including the law enforcement exception to HIPAA.

Any medical information concerning any client or individual that is necessary to share with the COUNTY for the safety of HL RRH, the client or in furtherance of this AGREEMENT is confidential information pursuant to NRS 179A.100 and will be protected and not disclosed other than to those who have a need and right to know the information and who is subject to like terms of confidentiality.

NOTICES

Any notices required or permitted to be given pursuant to this AGREEMENT shall be in writing and sent by certified mail, postage prepaid, return receipt requested to the PARTY's address noted below. Notice shall be deemed to be given upon the date three (3) days after such notice is deposited in the mail. Notices may also be delivered by courier, electronic transmission (including email) or by facsimile transmission and shall be deemed to be delivered when received by the PARTY to whom such notice is directed with a confirmation of receipt. All notices shall be forwarded as follows:

If to CCSS:	Clark County, Department of Social Service Attn: Director of Social Service Address: 1600 Pinto Lane Las Vegas, Nevada 89106
If to ANTHEM:	Anthem Blue Cross and Blue Shield Attn: Lisa Bogard Address: 9133 West Russell Road Las Vegas, Nevada 89148

ENTIRE AGREEMENT

This AGREEMENT represents the entire arrangement and understanding between the PARTIES and supersedes all prior oral and written understandings, representations, and discussions respecting this AGREEMENT.

NO ASSIGNMENT OR MODIFICATIONS

No PARTY to this AGREEMENT may assign, pledge or otherwise transfer its responsibilities under the scope of work herein except with the prior written consent of the non-assigning PARTIES, which consent shall not be unreasonably withheld. This provision does not apply to subcontracting.

This AGREEMENT may not be modified or amended without the written consent of authorized representatives of the PARTIES.

PERMITS AND LICENSES

Each PARTY hereto shall be responsible for securing all necessary licenses and permits required for providing the services for which it is responsible as delineated in this AGREEMENT.

INSURANCE

Each PARTY hereto shall be responsible for providing its own insurance coverage, including general liability, workers compensation, and professional liability (if applicable).

INDEPENDENT CONTRACTORS

The PARTIES to this AGREEMENT are acting as independent contractors and independent employers. Nothing contained in this AGREEMENT shall create or be construed as creating a partnership, joint venture or agency relationship between the PARTIES. No PARTY, nor any PARTY's respective officers, directors, employees or independent contractors, shall be construed to be the partner, employee, agent or representative of any other PARTY. No PARTY shall have the authority to bind any other PARTY in any respect. No PARTY shall exercise control over the methods or procedures to be utilized by any other PARTY, nor shall any PARTY be responsible for the conduct of any other PARTY.

MISCELLANEOUS

1. Limited Liability

- a. The PARTIES will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both PARTIES shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.
- 2. Indemnification

- a. Neither PARTY waives any right or defense to indemnification that may exist in law or equity.
- 3. Exclusive Benefit of the PARTIES
 - a. This AGREEMENT is not intended to create any rights, powers or interest for any PARTY not participating in this AGREEMENT. This AGREEMENT is entered into for the exclusive benefit of the undersigned PARTIES.
- 4. Interpretation of AGREEMENT
 - a. It is agreed that the PARTIES will derive the greatest benefit from this AGREEMENT by promoting the interest of each other, by evaluation, consultation, cooperation and interpreting the provisions of this AGREEMENT in the manner which shall best promote the interest of the clients served.
- 5. Non-Discrimination
 - a. In providing services under this AGREEMENT, the PARTIES shall not discriminate on the basis of race, color, sex, age, religion, national origin, disability, sexual orientation or gender identity or expression.
- 6. Severability
 - a. In the event any provision of this AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, the rest and remainder of the provisions of this AGREEMENT shall remain in full force and effect.
- 7. Waiver
 - a. Any waiver of a breach of any provision of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.
- 8. Governing Law
 - a. Nevada law shall govern the interpretation of this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT for Shared Services for Healthy Living RRH to be executed by their duly authorized representatives on the day and year first written above.

ANTHEM BLUE CROSS AND BLUE SHIEL By: LISA BOGARD	DATE:
Operations Director	
<u>COUNTY:</u> CLARK COUNTY. NEVADA	
By: By: By:	o DATE:
KRISTIN COOPER	

Assistant Director of Social Service

AGREEMENT FOR SHARED SERVICES FOR HEALTHY LIVING RAPID REHOUSING

This AGREEMENT (hereinafter referred to as "AGREEMENT"), is made and entered into this day, of <u>accords</u> 021, by and between the COUNTY of CLARK, DEPARTMENT OF SOCIAL SERVICE (hereinafter referred to as "COUNTY"), and SILVERSUMMIT HEALTHPLAN (hereinafter referred to as "SILVERSUMMIT") for shared services for Healthy Living Rapid Rehousing collectively hereinafter referred to as PROJECT.

INTRODUCTION

WHEREAS, The PROJECT is a rapid rehousing project for medically fragile, literally homeless households experiencing homelessness discharged from local hospitals or other medical facilities using a Housing First model. The PROJECT places homeless individuals, and if needed, their families in an affordable housing situation, providing intensive case management and access to addiction and mental health counseling and medical supports;

WHEREAS, there is a need for rapid rehousing for medically fragile, individuals and families experiencing literal homelessness based on data which reflects a portion of the clients referred to Healthy Living PSH do not meet the definitions of chronic homelessness and/or a disabling condition. The need to coordinate supportive housing post medical facility discharge is great based on data from the Healthy Living PSH;

WHEREAS, the PARTIES to this AGREEMENT believe that the coordination of supportive housing post medical discharge can most effectively be accomplished through collaborative case conferencing between the PARTIES through the PROJECT to serve more clients utilizing rental assistance savings; and

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the COUNTY and SILVERSUMMIT;

NOW, THEREFORE, in consideration of the aforementioned premises, the following have been mutually agreed upon by all PARTIES:

PARTICIPANTS

Clark County, Department of Social Service (COUNTY) SilverSummit Healthplan (SILVERSUMMIT)

TIME FRAME AND ASSOCIATION

This AGREEMENT has been entered into in good faith. This AGREEMENT will remain in effect for four (4) years expiring on September 30, 2026, or until such time as COUNTY and SILVERSUMMIT collectively revise the expiration in writing or if funding is not available. The AGREEMENT will automatically renew for successive annual terms. Any PARTY may terminate its participation under this AGREEMENT upon not less than sixty (60) days written notice to the other PARTY as provided herein. The AGREEMENT will be reviewed by each PARTY annually.

This AGREEMENT shall not act, nor be construed, to otherwise restrict the PARTIES from participating in similar activities with other public or private agencies, organizations, and individuals.

SPECIFIC ROLES AND RESPONSIBILITIES OF PARTICIPANTS

COUNTY and SILVERSUMMIT have been collaborating since March of 2019 on similar programs that offer intensive case management (ICM) to highly vulnerable, medically fragile individuals experiencing homelessness discharged from local hospitals and other medical facilities.

The grant funds that provide rental assistance to eligible clients are provided by U.S. Department of Housing and Urban Development's (HUD), Continuum of Care Program governed by title IV of the McKinney-Vento Homeless Assistance Act, as amended by S. 896 Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 and the Continuum of Care Program regulation 24 CFR 578. Funds for each grant year are contingent upon receipt of grant funds awarded by HUD to Clark County Social Service; and are anticipated to be spent between October 1, 2022 and December 31, 2023. Program dates will be agreed upon by all parties.

It is anticipated that the Board of County Commissioners (BCC) will approve acceptance of the grant award on December 21, 2021;

Direct service is provided through a subcontract with HELP of Southern Nevada which provides outreach, intensive case management, housing placement and supportive services; and

ClarityNet software operating the Community Management Information System is the case management tool of record.

SCOPE OF SERVICES TO BE PROVIDED BY COUNTY:

- 1. BACKBONE SERVICES: COUNTY will serve as Project Manager for the PROJECT with primary responsibility of organizing meetings and facilitating communication among partnering and contracted agencies.
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SCOPE OF SERVICES TO BE PROVIDED BY SILVERSUMMIT HEALTHPLAN

1. SILVERSUMMIT will utilize SILVERSUMMIT social work staff at various hospitals to identify presumptively eligible clients who meet the criteria for the PROJECT through the web-based database, ClarityNet Human Services CMIS, which acts as a referral portal, data repository, and case management tool of record for client information

- 2. SILVERSUMMIT will follow the admission criteria for the PROJECT to include referring clients who:
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 - Are willing to see medical and community staff and comply with medical recommendations in accordance with treatment plans (Harm reduction methods will be incorporated with treatment plans).
 - Are medically and psychiatrically stable, patient must be ready for discharge to independent living and cannot be suicidal or homicidal.
- 3. Provide \$250,754 for year one (1) and three (3) percent increases per year thereafter for services to case manage clients for the PROJECT. In the event that all SILVERSUMMIT funds are not utilized during any year of the PROJECT, all unused funds will be applied to the subsequent year of the PROJECT. Summaries of expenditures related to SILVERSUMMIT members will be provided to SILVERSUMMIT on a regular basis. All charges are based on a per client ratio of costs.
- 4. Prior to the start of each year, beginning in year two (2) of the PROJECT, an estimate of match including a three (3) percent increase for services to case manage an initial allotment of twenty-five (25) clients for the PROJECT will be provided in writing to SILVERSUMMIT.
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If to CCSS:	Clark County, Department of Social Service
	Attn: Director of Social Service
	Address: 1600 Pinto Lane
	Las Vegas, Nevada 89106

If to SILVERSUMMIT:	SilverSummit Healthplan
	Attn: Nicole Figles
	Address: 2500 N Buffalo Drive, Suite 250

Las Vegas, Nevada 89128

ENTIRE AGREEMENT

This AGREEMENT represents the entire arrangement and understanding between the PARTIES and supersedes all prior oral and written understandings, representations, and discussions respecting this AGREEMENT.

NO ASSIGNMENT OR MODIFICATIONS

No PARTY to this AGREEMENT may assign, pledge or otherwise transfer its responsibilities under the scope of work herein except with the prior written consent of the non-assigning PARTIES, which consent shall not be unreasonably withheld. This provision does not apply to subcontracting.

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- a. The PARTIES will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both PARTIES shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 354.626.
- 2. Indemnification

- a. Neither PARTY waives any right or defense to indemnification that may exist in law or equity.
- 3. Exclusive Benefit of the PARTIES
 - a. This AGREEMENT is not intended to create any rights, powers or interest for any PARTY not participating in this AGREEMENT. This AGREEMENT is entered into for the exclusive benefit of the undersigned PARTIES.
- 4. Interpretation of AGREEMENT
 - a. It is agreed that the PARTIES will derive the greatest benefit from this AGREEMENT by promoting the interest of each other, by evaluation, consultation, cooperation and interpreting the provisions of this AGREEMENT in the manner which shall best promote the interest of the clients served.
- 5. Non-Discrimination
 - a. In providing services under this AGREEMENT, the PARTIES shall not discriminate on the basis of race, color, sex, age, religion, national origin, disability, sexual orientation or gender identity or expression.
- 6. Severability
 - a. In the event any provision of this AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, the rest and remainder of the provisions of this AGREEMENT shall remain in full force and effect.
- 7. Waiver
 - a. Any waiver of a breach of any provision of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.
- 8. Governing Law
 - a. Nevada law shall govern the interpretation of this AGREEMENT.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT for Shared Services for Healthy Living RRH to be executed by their duly authorized representatives on the day and year first written above.

SILVERSUMMIT HEALTHPLAN

BV: NICOLE FIGLES NICOLE FIGLES Vice President of Medical Management

COUNTY: CLARK COUNTY. NEVADA

 Kristin R. Cooper
 Digitally signed by Kristin R. Cooper

 Bv:
 Date: 2021.11.02 17:36:32 -07'00'
 DATE:

 KRISTIN COOPER

 Assistant Director of Social Service