FINANCE DEPARTMENT
Purchasing and Contracts Division

CONFIRMATION FORM
for
RECEIPT OF RFP NO. 603161-13

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 603161-13 RFP PAGES: 31

DESCRIPTION: MENTAL HEALTH TREATMENT SERVICES – EIGHTH JUDICIAL DISTRICT COURT

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name:_____

Company Address:_____

City / State / Zip:_____

Name / Title:_____

Area Code/Phone Number:_____

Area Code/Fax Number:_____

Email Address:_____

FAX THIS CONFIRMATION FORM TO: (702) 386-4914
TYPE or PRINT CLEARLY

CLARK COUNTY, NEVADA

REQUEST FOR PROPOSAL

RFP NO. 603161-13
MENTAL HEALTH TREATMENT SERVICES - EIGHTH JUDICIAL DISTRICT COURT

The RFP package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at http://www.ClarkCountyNV.gov/Purchasing. Click on "Current Opportunities" and locate Document No. 603161 in the list of current solicitations.

- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.

- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-Proposal Conference will be held on **JANUARY 3, 2014** at **9:00 a.m.**, at the address specified above in the Gold Conference Room. If your firm is unfamiliar with the County Request for Proposal (RFP) procedures and would like to obtain training on the submittal process for this RFP, please contact Jim Haining, Senior Purchasing Analyst, at (702) 455-4230 no later than **THURSDAY, JANUARY 2, 2014,** and a training session will be provided immediately following the pre-proposal conference referenced above.

Proposals will be accepted at the Clark County Government Center address specified above, on or before **JANUARY 17, 2014** at **3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

PUBLISHED:
Las Vegas Review Journal
DECEMBER 16, 2013

GENERAL CONDITIONS
RFP NO. 603161-13
MENTAL HEALTH TREATMENT SERVICES - EIGHTH JUDICIAL DISTRICT COURT

1. TERMS

The term "OWNER," as used throughout this document will mean the County of Clark, Las Vegas, Nevada. The term "BCC" as used throughout this document will mean the Board of County Commissioners which is the Governing Body of Clark County. The term "CHIEF FINANCIAL OFFICER" as used throughout this document will mean the Clark County Chief Financial Officer or his designee responsible for the Purchasing and Contracts Division. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

The OWNER is soliciting proposals for Mental Health Treatment Services for the Eighth Judicial District Court.

3. SCOPE OF PROJECT

The Mental Health Court is a multi-disciplinary program used by the Eighth Judicial District Court for the purpose of providing program participants with treatment and case management services designed to help participants avoid incarceration and break the cycle of mental illness, drug use and criminal recidivism through treatment.

An essential component of this program is engaging specialized service providers, which are capable of working with this population, to help them address both the physiological and psychological root of their issues and work towards sustaining better mental health and drug-free lives. Further details can be found in Exhibit A, attached.

The term of the contract shall be from date of award through June 30, 2015 with the option to renew for one (1) two-year period.

4. DESIGNATED CONTACTS

The OWNER'S representative will be Jim Haining, Senior Purchasing Analyst, Clark County Finance Department, Purchasing and Contracts Division, telephone number (702) 455-4230 or jhaining@clarkcountynv.gov. This representative will respond to questions concerning the scope of work of this RFP and questions regarding the selection process for this RFP.

5. CONTACT WITH OWNER DURING RFP PROCESS

Communication between a PROPOSER and a member of the BCC or between a PROPOSER and a non-designated Owner contact regarding the selection of a proponent or award of this contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for award of the contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

6. TENTATIVE DATES AND SCHEDULE

Pre-Proposal Meeting: January 3, 2014, 9:00 am Pacific, Gold Conference Room

Last Day to Ask Questions: January 8, 2014

Last Day Owner Will Provide Addendum: January 10, 2014

Proposal Due Date: January 17, 2014, 3:00 pm Pacific

Finalists Selection: February 2014

Finalists Oral Presentations: February 2014, if requested by Owner

Final PROPOSER Selection: February / March 2014

Contract Negotiations: March 2014

Award & Approval of the Final Contract(s): March / April 2014

7. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The proposals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING MANAGER OR HER DESIGNEE. The finalists may be requested to provide the OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. The OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria. This contract will be awarded on the basis of which proposal the OWNER deems best suited to fulfill the requirements of the RFP. The OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

The fees for the professional services will be negotiated with the PROPOSER(S) selected.

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 50 pages. Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested. The ideal proposal will be 3-hole punched and bound with a binder clip. Binders or spiral binding is not preferred or required.

The PROPOSER shall submit one (1) clearly labeled original and five (5) copies of their proposal, including one (1) CD or flash drive with an electronic copy of their proposal, preferably in .pdf format. A single .pdf document of the entire proposal is preferred. The name of the PROPOSER'S firm shall be indicated on the spine and cover of each binder (if used) and CD label.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of the PROPOSER and the RFP number and title. No responsibility will attach to the OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. Proposals are time-stamped upon receipt. Proposals time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. **FAXED OR ELECTRONIC SUBMITTALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailing instructions for proposals:

Hand Delivery	U.S. Mail Delivery	Express Delivery
Clark County Government Center Purchasing and Contracts Division 500 South Grand Central Parkway, 4th Fl Las Vegas, Nevada 89106	Clark County Government Center Attn: Purchasing and Contracts, 4th Fl 500 South Grand Central Parkway P.O. Box 551217 Las Vegas, Nevada 89155-1217	Clark County Government Center Attn: Purchasing and Contracts, 4th Fl 500 South Grand Central Parkway Las Vegas, Nevada 89106

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

9. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Analyst in writing or a proposal release form has been properly filled out and submitted to the Purchasing and Contracts Division reception desk. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. The PROPOSER'S offer will expire after 90 calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

10. REJECTION OF PROPOSAL

OWNER reserves the right to reject any and all proposals received by reason of this request.

11. PROPOSAL COSTS

There shall be no obligation for the OWNER to compensate PROPOSER(S) for any costs of responding to this RFP.

12. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

13. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSERS in written form from the Purchasing Analyst. OWNER is not bound by any specifications by OWNER'S employees, unless such clarification or change is provided to PROPOSERS in written addendum form from the Purchasing Analyst.

14. PUBLIC RECORDS

The OWNER is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of the OWNER'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by the Owner may not be disclosed until the proposal is recommended for award of a contract. PROPOSER(S) are advised that once a proposal is received by the OWNER, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. PROPOSER(S) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

If a PROPOSER feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended to the BCC for selection:

PROPOSER(S) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the PROPOSER'S legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the narrow definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the OWNER will open the envelope to determine whether the procedure described above has been followed.

Any information submitted pursuant to the above procedure will be used by the OWNER only for the purposes of evaluating proposals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a PROPOSER(S) who submit the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed PROPOSER'S consent to the disclosure of the information by the OWNER, PROPOSER'S waiver of claims for wrongful disclosure by OWNER, and PROPOSER'S covenant not to sue OWNER for such a disclosure.

PROPOSER(S) also agrees to fully indemnify the OWNER if the OWNER is assessed any fine, judgment, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to the PROPOSER and will not be considered for award.

16. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

Advance disclosures of any information to any particular PROPOSER(S) which gives that particular PROPOSER any advantage over any other interested PROPOSER(S), in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular request for proposals.

17. CONTRACT

A sample of the OWNER'S Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

18. BUSINESS LICENSE REQUIREMENTS

CLARK COUNTY BUSINESS LICENSE / REGISTRATION
Prior to award of this RFP, other than for the supply of goods being shipped directly to a Clark County facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with

the Clark County Business License Department.

A. Clark County Business License is Required if:

1. A business is physically located in unincorporated Clark County, Nevada.
2. The work to be performed is located in unincorporated Clark County, Nevada.

B. Register as a Limited Vendor Business Registration if:

1. A business is physically located outside of unincorporated Clark County, Nevada
2. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov , go to "Business License Department" (http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx)

19. EVALUATION INFORMATION

Proposals should contain the following information:

A. **Organizational Information**

i. Provide your organization's name, address, internet URL (if any), telephone and fax numbers, include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your organization's primary contact.

ii. Provide a brief description of your organization locally, statewide and nationally (if applicable). Include the year your firm was established. Also include gross revenues for 2010, 2011, and 2012 and your most recent Financial Statement.

iii. Indicate if your firm has an office in Clark County and the year it was established, if any.

iv. Indicate if your firm is a minority-owned business, women-owned business, physically challenged business, small business, veteran-owned or a Nevada business enterprise as defined in Exhibit C of the attached contract.

v. If the project is to be accomplished through an affiliation or joint venture of several firms, the names and address of those firms, shall be furnished for each.

vi. Complete and submit the attached Disclosure of Ownership/Principals form with its proposal.

vii. PROPOSER must provide a statement that firm will comply with insurance requirements in Exhibit D of Sample Contract (attached).

viii. Provide OWNER with the key elements and unique feature of your proposal by briefly describing how the PROPOSER will accomplish the project.

ix. Provide a statement as to local resources (employees residing in Clark County) that would be utilized and the degree of the PROPOSER'S knowledge and familiarity with the local community's needs and goals.

x. List any other factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this Contract or that could materially affect OWNER'S decision.

B. **Experience & Staff Qualifications**

i. Include a brief resume of all similar projects your firm has performed for the past 3 years. Each project listed shall include the name and phone number of a contact person for the project for review purposes. This section shall include documentation of the PROPOSER'S history of adherence to budget and schedule constraints. All firms are encouraged to indicate their experience of performing related work within the state of Nevada.

ii. Provide information concerning the educational background, experience and professional resumes of those persons who would actually perform work on the project. Identify if those persons presently reside in Clark County, Nevada or elsewhere. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.

PROPOSER(S) need not indicate the actual names of employees when submitting resumes subject to the requirements of the RFP. Fictitious names or numbers may be used (e.g. employee #1). However, if selected as a finalist, PROPOSER(S) must disclose actual employee names matching the resumes submitted to OWNER, upon verbal request, to be used in performing background verifications. The successful PROPOSER(S) shall not change proposed project personnel for which a resume is submitted without OWNER approval.

iii. Describe and document the applicable licenses which are held by the PROPOSER and its proposed subcontractors.

iv. Please an organizational chart of your organization.

v. Provide a description of your facilities.

C. **Description of Proposed Project and Work Plan**

Describe in more detail the PROPOSER's approach to the project. Include a preliminary project plan that includes:

i. PROPOSER'S concept of the project including the methodology to be used and the major deliverables to be produced, including Proposed Services and details for all other proposed solutions and technology.

ii. Any assumptions.

iii. Any constraints.

iv. Proposed schedule (work plan) including tasks, milestones, dates for completion, OWNER and PROPOSER resource assignments, critical path and OWNER'S review cycles.

v. Proposed days and hours of operation.

vi. State why the PROPOSER is best suited to perform the services for this project.

vii. Documentation Samples. Provide samples of the documentation formats / reports that will be used for the project.

D. **Project Fee**

Describe PROPOSER'S fees to provide the services described in their proposal. OWNER is requests a Unit Cost Fee for each Treatment Service and Drug Testing Service listed.

1. Treatment Services	Cost per Session
a. Intake/Clinical Assessment/Orientation	$
b. Individual Session	$
c. Group Session	$
d. Family Session	$

2. Drug Testing Services	Cost per Test
a. Urine Drug Screen including Observed Collection	$
b. K2/Spice	$
c. Bath Salts	$
d. Independent Analysis of Disputed Positive Screens	$

i. The number of clients to be seen annually are estimates and prepared for the solicitation of proposals. Payment will be made only for the actual quantities of session conducted or tests performed. It is understood that the estimated quantities may be increased, decreased or omitted without, in any way, invalidating the proposed prices.

ii. Additional Services. Additional services or test requirements not defined within the terms and conditions of contract must be agreed to by OWNER's Fiscal Unit representative, in writing, prior to performing such tests and shall be paid at the Actual Cost of Service(s) Provided + 10% Markup Over Cost

E. **Compliance with the OWNER'S Standard Contract**
Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract. PROPOSER(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

F. **Other**
Other factors the PROPOSER determines appropriate which would indicate to the OWNER that the PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

EXHIBIT A
CONTRACT FOR THE EIGHTH JUDICIAL DISTRICT COURT
MENTAL HEALTH COURT TREATMENT PROGRAM
SCOPE OF WORK

The Mental Health Court is a multi-disciplinary program used by the Eighth Judicial District Court for the purpose of providing program participants with treatment and case management services designed to help participants avoid incarceration and break the cycle of mental illness, drug use and criminal recidivism through treatment.

An essential component of this program is engaging specialized service providers, which are capable of working with this population, to help them address both the physiological and psychological root of their issues and work towards sustaining better mental health and drug-free lives.

There are approximately 100 total adult clients.

1. **General Requirements:**

a. PROPOSER shall provide treatment services to adults who are ordered into the Mental Health Court by a District Court Judge. The treatment services shall be tailored to meet the individual needs of each participant.

The services may include but are not limited to the following:

i. Intake and Assessment
ii. Treatment Planning
iii. Educational/Vocational Assessment and Assistance
iv. Regular Urinalysis Testing
v. Individual, Group and Family Counseling
vi. Parent Education and Support Meetings
vii. Linkages to other Services
viii. Client Progress Reports for use by the Mental Health Court Team
ix. Discharge/Aftercare Planning
x. Aftercare Services

b. PROPOSER shall provide referral for other identified needs beyond the scope of services provided under this contract. The PROPOSER and OWNER shall not be liable for payment for such services.

c. OWNER and PROPOSER hereby agree that treatment modality, length and frequency for clients shall be determined by the PROPOSER's treatment plan.

d. All individual, group, and family counseling sessions will be a minimum of 50 minutes in length.

e. PROPOSER shall not exceed an 8:1 client to counselor ratio for therapeutic groups.

f. PROPOSER shall provide staff approved by the OWNER to attend Mental Health Court hearings and pre-court meetings as required by OWNER.

g. PROPOSER is required to provide services a minimum of six (6) days per week. Hours of operation will be scheduled to provide reasonable access to services for program clients.

h. Drug testing is to be conducted through the observed collection of clients' urine specimens. Drug test results will be required within 3 business days of collection.

i. No services for which an additional compensation will be charged by the PROPOSER shall be furnished without the written authorization of the OWNER.

j. All amendment(s) to the Contract must be approved by the Board of County Commissioners to be effective.

2. **Information System and Audit:**

   a. PROPOSER agrees to cooperate with the OWNER or its designees in any reviews, audits, data collection, or studies conducted for or on the Drug Court Treatment Program, and shall provide such financial and program data as may be required.

   b. PROPOSER agrees to utilize an Information System (IS) that may be developed and/or provided by the OWNER for purposes specified in this Contract. The PROPOSER agrees to utilize such a system(s) only for the purposes specified in this Contract. PROPOSER further agrees that all data and/or information in the IS is the sole and exclusive property of the OWNER and must be surrendered to OWNER at the expiration or termination of this Contract or upon demand of OWNER.

   c. PROPOSER shall utilize staff in the performance of this Contract that are licensed or certified as required by Nevada statutes, rules, or regulations.

   d. PROPOSER shall obtain an independent financial audit for the Drug Court Program as specified. The audit shall be made by an independent auditor in accordance with generally accepted auditing standards covering financial audits. The audit shall be conducted by a Certified Public Accountant chosen by the PROPOSER and approved by the OWNER. The audit report and accompanying management letter shall be completed and made available to the OWNER no later than four (4) months after the close of the PROPOSER'S fiscal year. The audit shall include the following:

      i. To determine that a sample of billable client services and other operating expenses invoiced by the PROPOSER were properly supported with the PROPOSER'S records and were in accordance with the terms and conditions of this Contract.

      ii. To determine that each client included in the above sample has an active drug court case at the time of service.

3. **Standards for Mental Health Counseling:**

   a. PROPOSER agrees that its employees shall have the skills, training, and expertise to conduct client intakes and assessments; provide case management services that include, but are not limited to preparing written treatment plans and monitoring and documenting client progress in relation to treatment plans; work with clients to develop goals and objectives and making adjustments to the level of care as needed; provide both individual and group counseling services; and, develop and carry out program discharge and aftercare plans.

   b. PROPOSER shall be certified by Nevada's Substance Abuse Prevention and Treatment Agency (SAPTA) and by the appropriate State Board which regulates the clinician's professional license.

   c. PROPOSER agrees that all clinical staff employed or retained to provide mental health services under this Contract shall have at a minimum a Master's Degree in counseling, social work, or a related field and have one or more of the following licenses: LCADC (Licensed Clinical Alcohol and Drug Counselor), LCSW (Licensed Clinical Social Worker), LMFT (Licensed Marriage and Family Therapist), or LCPC (Licensed Clinical Professional Counselor) as approved by their respective boards.

4. **Drug Testing Capabilities:**

   a. PROPOSER must be able to provide comprehensive testing capabilities for drugs of abuse and prescription drugs as required by the OWNER.

   b. PROPOSER agrees that it has the capacity to conduct frequent and random drug tests of Drug Court Treatment Program participants; obtain test results within the timeframe stated in Item No.1(i), and maintain a high degree of accuracy in test results.

   c. Tests shall be conducted in accordance to SAMHSA (Substance Abuse and Mental Health Services Administration) or Clinical Laboratory Improvement Amendment (CLIA) under the U.S. Department of Health and Human Services, standards.

5. **Drug Tests / Panels Required:**

   a. Urine Drug Screen – 10 Panel

      i. Standard 10 Panel Urine Drug Test, to include the following: Alcohol; Amphetamines; Barbituates; Benzodiazepines, Cocaine Metabolites; EtG; Marijuana Metabolites, Methadone; Opiates; and, Phencyclidine (PCP).

   b. Request by OWNER to test for other controlled substances beyond those listed above.

c. PROPOSER will also test all collected specimens for creatinine level and the presence of adulterants.

d. Pricing shall be inclusive of all supplies needed for testing.

6. **Drug Results Reports:**

All drug testing analysis reports must be accurate and easy to read using common units of measure within 3 days of collection. Reliable drug ranges should also be included in the report for reference purposes. The PROPOSER shall provide the source for drug level reference ranges to OWNER'S authorized representative(s).

7. **Confidentiality:**

PROPOSER will abide by federal and state laws regarding client confidentiality and shall not, under any circumstances, disclose any case information to any person who is not authorized by OWNER to receive case information, including the person tested.

8. **Other:**

a. The OWNER may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the PROPOSER'S cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current budgeted appropriations for the service shall be made and this Contract shall be modified in writing accordingly. Any claim of the PROPOSER for the adjustment under this clause must be asserted in writing within (thirty) 30 calendar days from the date of receipt by the PROPOSER of notification of change unless the OWNER grants a further period of time before the date of final payment under this Contract.

b. No services for which an additional compensation will be charged by the PROPOSER shall be furnished without the written authorization of the OWNER.

Exhibit B – Sample Contract

CLARK COUNTY, NEVADA

CONTRACT FOR MENTAL HEALTH TREATMENT SERVICES – EIGHTH JUDICIAL DISTRICT COURT RFP NO. 603161-13

//ENTER COMPANY NAME//
NAME OF FIRM
//Enter Designated Contact Name//
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
//Enter Street Address// //City, State and Zip Code//
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(XXX) XXX-XXXX
(AREA CODE) AND TELEPHONE NUMBER
(XXX) XXX-XXXX
(AREA CODE) AND FAX NUMBER
//Enter Email Address//
E-MAIL ADDRESS

CONTRACT FOR MENTAL HEALTH TREATMENT SERVICES - EIGHTH JUDICIAL DISTRICT COURT

This Contract is made and entered into this _____ day of _____ 2014, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and //LEGAL NAME// (hereinafter referred to as PROVIDER , for Mental Health Treatment Services - Eighth Judicial District Court (hereinafter referred to as PROJECT).

W I T N E S S E T H:

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

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

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from _____ through June 30, 2015, with the option to renew for one (1), two-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the CONTRACT for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) for the fixed fee / not-to-exceed amount of $_____. COUNTY's obligation to pay PROVIDER cannot exceed the fixed fee / not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by the PROVIDER and it shall be the PROVIDER's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee. **[to be customized further after receipt of the Proposals]**

B. Progress Payments

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

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
   a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY's Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
   b. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: **http://www.gsa.gov/portal/category/21287**.
   c. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.

d. A "BUDGET SUMMARY COMPARISON" which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.

e. COUNTY's representative shall notify the PROVIDER in writing within 14 calendar days of any disputed amount included on the invoice. The PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount the PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.

4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within 30 calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.

5. In the event that legal action is taken by COUNTY or the PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY's available unencumbered budgeted appropriations for the PROJECT.

6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER's negligence, resulting from or arising out of errors or omissions in PROVIDER's work products, which have not been previously paid to PROVIDER.

7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.

8. Invoices shall be submitted to: //Enter Street Address//, //City, State and Zip Code//.

D. <u>County's Fiscal Limitations</u>

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit COUNTY's financial responsibility as indicated in Sections 2 and 3 below.

2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY's obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

3. COUNTY's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY's purchase order(s) to the PROVIDER.

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

A. COUNTY may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the PROVIDER's cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of the PROVIDER for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the PROVIDER of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.

B. No services for which an additional compensation will be charged by the PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

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

B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, the PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within 30 days, COUNTY may terminate this Contract for default.

C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the COUNTY.

D. The PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.

E. The PROVIDER will follow COUNTY's standard procedures as followed by COUNTY's staff in regard to programming changes; testing; change control; and other similar activities.

F. The PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.

G. It shall be the duty of the PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. The PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.

   1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve the PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.

   2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER's performance or failures to perform under this Contract.

H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY's representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.

I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

A. Services specified by this Contract shall not be subcontracted by the PROVIDER, without prior written approval of COUNTY.

B. Approval by COUNTY of PROVIDER's request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER's subcontractor or its sub-subcontractor.

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

SECTION VII: RESPONSIBILITY OF COUNTY

A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY's representative, //COORD//, //CODEPT//, telephone number (702) //XXX-XXXX// or their designee. COUNTY's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER by written notice before the effective date of each such delegation.

C. The review comments of COUNTY's representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY's representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.

D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.

E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

A. Time is of the essence of this contract.

B. PROVIDER shall complete the PROJECT in accordance with the milestones contained in Exhibit ENTER # of this Contract. **[to be customized further during negotiation of final contract]**

C. If the PROVIDER's performance of services is delayed or if the PROVIDER's sequence of tasks is changed, PROVIDER shall notify COUNTY's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least 10 working days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of 30 days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
   a. not less than 10 calendar days written notice of intent to terminate; and
   b. an opportunity for consultation with the terminating party prior to termination.
2. Termination for Convenience
   a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after the PROVIDER is given:
      i. not less than 10 calendar days written notice of intent to terminate; and
      ii. an opportunity for consultation with COUNTY prior to termination.
   b. If termination is for COUNTY's convenience, COUNTY shall pay the PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
   a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
      i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
      ii. Any payment due to the PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of the PROVIDER's default.
   b. Upon receipt or delivery by PROVIDER of a termination notice, the PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY's representative, copies of all deliverables as provided in Section V paragraph H.
   c. If after termination for failure of the PROVIDER to fulfill contractual obligations it is determined that the PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of the PROVIDER assigned to the performance of this Contract.
5. The rights and remedies of COUNTY and the PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER's control.

SECTION X: INSURANCE

The PROVIDER shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. The PROVIDER shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

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

TO COUNTY: _____
_____
_____
_____

TO PROVIDER: _____
_____
_____
_____

SECTION XII: MISCELLANEOUS

A. Independent Contractor

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

B. Immigration Reform and Control Act

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

C. Public Funds

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

D. Assignment

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

E. Indemnity

The PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and the employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys′ fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the PROVIDER or the employees or agents of the PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to the PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the PROVIDER or any agent or representative of the PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
   a. to pursue the same remedies against the PROVIDER as it could pursue in the event of a breach of this Contract by the PROVIDER; and
   b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than 10 times the costs incurred by the PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this contract by the PROVIDER is subject to review by COUNTY to insure contract compliance. The PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this contract. All request for information will be in writing to the PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the contract.

I. Covenant

The PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

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

L. Subcontractor Information

The PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format **(Exhibit C)**. The information provided in **Exhibit C** by the PROVIDER is for the COUNTY's information only.

M. Disclosure of Ownership Form

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

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

COUNTY:

CLARK COUNTY, NEVADA

By:_____ _____

GEORGE W. STEVENS DATE
Chief Financial Officer

PROVIDER:

//LEGAL NAME//

By:_____ _____

//NAME// DATE

//TITLE//

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: _____ _____

ELIZABETH A. VIBERT DATE
Deputy District Attorney

EXHIBIT A
MENTAL HEALTH TREATMENT SERVICES - EIGHTH JUDICIAL DISTRICT COURT
SCOPE OF WORK

[to be customized further in final contract]

.

EXHIBIT B
MENTAL HEALTH TREATMENT SERVICES - EIGHTH JUDICIAL DISTRICT COURT
INSURANCE REQUIREMENTS

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

A. **Format/Time**: The PROVIDER shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after the award by the Owner. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

B. **Best Key Rating**: The Owner requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

C. **Owner Coverage**: The Owner, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. The PROVIDER's insurance shall be primary as respects the Owner, its officers and employees.

D. **Endorsement/Cancellation**: The PROVIDER's general liability and automobile liability insurance policy shall be endorsed to recognize specifically the PROVIDER's contractual obligation of additional insured to Owner and must note that the Owner will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives Clark County automatic additional insured status must be attached to any certificate of insurance.

E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed $25,000.

F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than $2,000,000.

G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, the PROVIDER shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, the PROVIDER shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and **any auto** used for the performance of services under this Contract.

I. **Professional Liability**: The PROVIDER shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the Owner.

J. **Workers' Compensation**: The PROVIDER shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

K. **Failure To Maintain Coverage**: If the PROVIDER fails to maintain any of the insurance coverage required herein, Owner may withhold payment, order the PROVIDER to stop the work, declare the PROVIDER in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the PROVIDER or deduct the amount paid from any sums due the PROVIDER under this Contract.

L. **Additional Insurance**: The PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.

M. **Damages**: The PROVIDER is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.

N. **Cost**: The PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the

price(s).

O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

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

1. Insurance Broker's name, complete address, phone and fax numbers.
2. PROVIDER's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
   (A) Policy Number
   (B) Policy Effective Date
   (C) Policy Expiration Date
   (D) Each Occurrence ($1,000,000)
   (E) Damage to Rented Premises ($50,000)
   (F) Medical Expenses ($5,000)
   (G) Personal & Advertising Injury ($1,000,000)
   (H) General Aggregate ($2,000,000)
   (I) Products - Completed Operations Aggregate ($2,000,000)
5. Automobile Liability (Any Auto)
   (J) Policy Number
   (K) Policy Effective Date
   (L) Policy Expiration Date
   (M) Combined Single Limit ($1,000,000)
6. Worker's Compensation
7. Professional Liability
   (N) Policy Number
   (O) Policy Effective Date
   (P) Policy Expiration Date
   (Q) Aggregate ($1,000,000)
8. Description: RFP Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER **1.** INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:		
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER	
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED **2.** //TYPE//'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:		**3.**
	INSURER B:		COMPANY'S
	INSURER C:		
	INSURER D:		BEST KEY
	INSURER E:		
	INSURER F:		RATING

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

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS		
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	$(D)	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$(E)	50,000
	CLAIMS-MADE X OCCUR.						MED EXP (Any one person)	$(F)	5,000
							PERSONAL & ADV INJURY	$(G)	1,000,000
							GENERAL AGGREGATE	$(H)	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$(I)	2,000,000
	POLICY X PROJECT LOC						**DEDUCTIBLE MAXIMUM**	**$**	**25,000**
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	$(M)	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$	
	HIRED AUTOS							$	
	NON-OWNED AUTOS						**DEDUCTIBLE MAXIMUM**	**$**	**25,000**
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					WC STATU-TORY LIMITS / OTHER	$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$	
	describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – E.A. EMPLOYEE	$	
							E.L. DISEASE – POLICY LIMIT	$	
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	$(Q)	1,000,000

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

8. RFP NO. 603161-13; MENTAL HEALTH TREATMENT SERVICES - EIGHTH JUDICIAL DISTRICT COURT.

9. CERTIFICATE HOLDER	CANCELLATION
CLARK COUNTY, NEVADA C/O PURCHASING AND CONTRACTS DIVISION GOVERNMENT CENTER, FOURTH FLOOR 500 S. GRAND CENTRAL PARKWAY P.O. BOX 551217 LAS VEGAS, NV 89155-1217	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **10.** AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

SAMPLE

POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

SAMPLE

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

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

(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;

2. I will not use the services of any employees in the performance of this contract, identified as RFP No. 603161-13, entitled MENTAL HEALTH TREATMENT SERVICES - EIGHTH JUDICIAL DISTRICT COURT;

3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and

4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

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

by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

1. Subcontractor Name:_____
   Contact Person:_____ Telephone Number:_____
   Description of Work:_____
   _____
   Estimated Percentage of Total Dollars:_____
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

2. Subcontractor Name:_____
   Contact Person:_____ Telephone Number:_____
   Description of Work:_____
   _____
   Estimated Percentage of Total Dollars:_____
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

3. Subcontractor Name:_____
   Contact Person:_____ Telephone Number:_____
   Description of Work:_____
   _____
   Estimated Percentage of Total Dollars:_____
   Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

☐ No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

Minority Owned Business Enterprise (MBE):
An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

Women Owned Business Enterprise (WBE):
An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

Physically-Challenged Business Enterprise (PBE):
An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

Small Business Enterprise (SBE):
An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm.

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – **(Not required for publicly-traded corporations)**

1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

   In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group					
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐	☐
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise		

Corporate/Business Entity Name:		
(Include d.b.a., if applicable)		
Street Address:		Website:
City, State and Zip Code:		POC Name and Email:
Telephone No:		Fax No:
Local Street Address:		Website:
City, State and Zip Code:		Local Fax No:
Local Telephone No:		Local POC Name Email:
Number of Clark County Nevada Residents Employed:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☐ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature _____ Print Name _____

Title _____ Date _____

Revised 3/1/11

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

_____

Signature

_____

Print Name
Authorized Department Representative

DISCLOSURE OF RELATIONSHIP

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

_____

Signature

_____

Print Name
Authorized Department Representative

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

_____

Signature

_____

Print Name
Authorized Department Representative

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

_____

Signature

_____

Print Name
Authorized Department Representative