



# CLARK COUNTY, NEVADA REQUEST FOR PROPOSAL

## RFP NO. 603310-14 INTENSIVE CASE MANAGEMENT WITH PERMANENT HOUSING FOR THE CHRONICALLY HOMELESS

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. 603310 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 **MAY 9, 2014** at **2:30 p.m.** at the Clark County Department of Social Service, 1600 Pinto Lane Training Room, 3<sup>rd</sup> Floor, Las Vegas, Nevada 89106. 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 **Sherry Wimmer, Purchasing Analyst**, at (702) 455-4476 no later than **TUESDAY, MAY 6, 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 **MAY 23, 2014** at **3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

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## GENERAL CONDITIONS

RFP NO. 603310-14

### INTENSIVE CASE MANAGEMENT WITH PERMANENT HOUSING FOR THE CHRONICALLY HOMELESS

#### 1. TERMS

The term "COUNTY," as used throughout this document will mean the County of Clark, 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 her 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 COUNTY is soliciting proposals from qualified PROPOSERS to provide INTENSIVE CASE MANAGEMENT WITH PERMANENT HOUSING FOR THE CHRONICALLY HOMELESS for households experiencing chronic homelessness in Clark County, Nevada. COUNTY wishes to contract with a single qualified PROPOSER who has met the requirements of this RFP to provide Intensive Case Management and Permanent Housing for the Chronically Homeless.

It is the further intent of COUNTY that all contracted services shall be provided to homeless households free of charge and without restrictions on the length of stay for the entire contact period.

#### 3. SCOPE OF PROJECT

On February 22, 2001, the Southern Nevada Regional Planning Coalition (SNRPC) Board established a Homeless Task Force, which was charged with constructing a workable plan to reduce homelessness throughout the region. This task force became the SNRPC's Committee on Homelessness (CoH) on September 25, 2003. The Regional Homeless Services Ten Point Plan was developed under the leadership of the CoH and served as a road map for addressing the needs of our homeless citizens throughout Clark County, Nevada. In 2007, the CoH and the community adopted Help Hope Home: Southern Nevada's Plan to End Homelessness. Ending chronic homelessness is a component in the implementation of Help Hope Home under the Permanent and Transitional Housing component.

The PROGRAM is designed to link rental assistance to supportive services for the hard to serve chronically homeless persons with disabilities, per the Federal definition. The definition includes persons with a disabling condition who have been continuously homeless for a year or more, or homeless with a disabling condition who has had at least four episodes of homelessness in the past three years. Chronically homeless persons must have been in areas not meant for human habitation or in emergency shelter (not transitional housing) during their episodes of homelessness. Clark County will distribute funds in accordance with guidelines, policies, procedures, and regulations established.

PROGRAM will provide INTENSIVE CASE MANAGEMENT WITH PERMANENT HOUSING FOR THE CHRONICALLY HOMELESS (PROGRAM) and operate the PROGRAM in conformance with the requirements set forth in Exhibit A, Scope of Work of this RFP. PROGRAM will serve a minimum of 137 households continuously, from areas not meant for human habitation and/or emergency shelters. Please note that the households may be currently part of a currently funded service provider that would need to be transitioned to the caseloads of the qualified PROPOSER. Recipients shall receive funding commensurate with the provision of the intensive case management services and housing location, while the costs for housing must be requested from and paid for by the COUNTY. The amounts for housing costs per households shall not to exceed the appropriate existing Fair Market Rent (FMR) for the region. Housing units must meet FMR and Housing Quality Standards (HQS) prior to recipient moving into the unit. The utilities must be turned on so they can be verified. Other terms of the utilities agreement (i.e., landlord or tenant payment of utilities) will have to be established prior to inspection. If the housing unit fails the HQS inspection, the recipient cannot be provided SPC funds. All approved housing must pass the HQS Standards. PROPOSER will be responsible for providing rental assistance payments on behalf of the client.

The COUNTY is seeking a qualified provider that either directly provides or has executed memorandums of understanding (MOUs) or letters of intent (LOIs) in place for the RFP response. The System of Care should have the following four major service categories:

**Intensive Case Management with Permanent Housing for the Chronically Homeless**

- Substance abuse treatment
- Mental health services
- Intensive case management
- Strengths model case management

The COUNTY and the qualified PROPOSER will work together to maintain the existing system while making ongoing improvements. The PROPOSER should incorporate the following evidence-based practices (EBPs):

- Housing--Focused Case Management
- Harm Reduction
- Trauma-Informed Care
- Critical Time Intervention
- Motivational Interviewing
- Services are delivered in a culturally and linguistically competent service delivery
- Inclusive treatment services include family members and other members of the Client's natural support system
- Timely access to the appropriate service in the system of care
- Crisis services are available to divert individual from higher levels of care into more appropriate alternatives
- Outreach services are provided to individuals during hospitalization and focus on stabilization and discharge planning for appropriate treatment/housing in the community
- Stable and supported housing is a system priority
- Individuals who have a low to moderate need receive appropriate evidence-based services including brief treatment, life coaching skills to help clients maintain stable and permanent housing, etc.
- Individuals who have a moderate to high need receive appropriate evidence-based services with adequate intensive case management to promote recovery and allow them to remain stable and permanently housed.

**4. DESIGNATED CONTACTS**

COUNTY'S representative will be Sherry Wimmer, Purchasing Analyst, Clark County Administrative Services Department, Purchasing and Contracts Division, telephone number (702) 455-4476, sherry.wimmer@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 COUNTY DURING RFP PROCESS**

Communication between a PROPOSER and a member of the BCC or between a PROPOSER and a non-designated COUNTY 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: May 9, 2014 at 2:30 p.m Clark County Department of Social Service 1600 Pinto Lane, Las Vegas, NV 89106 in the 3<sup>rd</sup> Floor Training Room.  
Last Day to Ask Questions: May 14, 2014  
Last Day County Will Provide Addendum: May 21, 2014  
Proposal Due Date: May 23, 2014 3:00:00 p.m. Pacific  
Finalists Selection: May 2014  
Finalists Oral Presentations: May 2014  
Award & Approval of the Final Contract(s): June 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

Intensive Case Management with Permanent Housing for the Chronically Homeless

PURCHASING ADMINISTRATOR OR HER DESIGNEE. The finalists may be requested to provide COUNTY 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. COUNTY 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 COUNTY deems best suited to fulfill the requirements of the RFP. COUNTY 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 10 copies of their proposal, including one (2) 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 COUNTY 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/mailling instructions for proposals:

Hand Delivery

Clark County Government Center  
Purchasing and Contracts Division  
500 South Grand Central Parkway, 4<sup>th</sup> Fl  
Las Vegas, Nevada 89106

U.S. Mail Delivery

Clark County Government Center  
Attn: Purchasing and Contracts, 4<sup>th</sup> Fl  
500 South Grand Central Parkway  
P.O. Box 551217  
Las Vegas, Nevada 89155-1217

Express Delivery

Clark County Government Center  
Attn: Purchasing and Contracts, 4<sup>th</sup> 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**

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

11. PROPOSAL COSTS

There shall be no obligation for COUNTY 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. COUNTY is not bound by any specifications by COUNTY'S employees, unless such clarification or change is provided to PROPOSERS in written addendum form from the Purchasing Analyst.

14. PUBLIC RECORDS

COUNTY 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 COUNTY'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 COUNTY 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 COUNTY, 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, COUNTY 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 COUNTY 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 COUNTY, PROPOSER'S waiver of claims for wrongful disclosure by COUNTY, and PROPOSER'S covenant not to sue COUNTY for such a disclosure.

PROPOSER(S) also agrees to fully indemnify COUNTY if COUNTY 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 COUNTY'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:

- i. A business is physically located in unincorporated Clark County, Nevada.
- ii. The work to be performed is located in unincorporated Clark County, Nevada.

#### B. Register as a Limited Vendor Business Registration if:

- i. A business is physically located outside of unincorporated Clark County, Nevada.
- ii. 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, 3<sup>rd</sup> 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 ([http://www.clarkcountynv.gov/Depts/business\\_license/Pages/default.aspx](http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx))

## 19. EVALUATION CRITERIA

In preparing your written Proposal(s), it is required that you address the following areas. **Consideration will only be given to those who answer all of Sections A-H Total of 165 points possible. PROPOSER'S must receive the highest score in addition to meeting a minimum threshold of 145 to be eligible for award of RFP. PROPOSERS that receive a score below 145 will not be considered and the PROPOSER may not resubmit a proposal.**

Proposals should contain the following information:

### A. **Organizational Information (15 Points)**

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

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- iv. Indicate if your firm is a minority-owned business, women-owned business, physically challenged business, small business, 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). (Insurance is required if services are to be provide on-site)
- viii. Provide COUNTY 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 COUNTY'S decision.

**B. Experience (20 Points)**

Include a brief description of all similar projects your organization has performed for the past ten (10) years, particularly outlining experience with the chronically homeless. Each project listed shall include the name and phone number of a contact person for the project for review purposes. Describe the processes your agency has in place to ensure linkages to the service providers within the larger housing and stabilization system of care in Clark County. This section shall include documentation of the PROPOSER's history of adherence to budget and schedule constraints. All organizations are encouraged to indicate their experience of performing related work within the State of Nevada. All firms may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise as defined in **Exhibit C** of the attached contract.

PROPOSER must comply with the HIPAA regulations as required in Exhibit D.

**C. Staff Qualifications and Availability (30 points)**

Provide information concerning the educational background, experience and professional resumes of those persons who would actually perform work on the project. Include PROPOSER's proposed organizational chart with names of staff members, as well as a list of current Board of Directors' affiliations and terms of office. If positions relevant to the project are not yet filled, please include job descriptions with minimum qualifications and skills necessary. Submit proof and a written policy and procedure on how and when all employees have a background check.

Describe how PROPOSER's staff currently provides services. Provide current examples of the PROPOSER's case plan standards, include current policies and procedures for case planning and case management practices.

Please note the total number of staff, as well as the number of staff providing direct services.

Please describe PROPOSER's expected ratio of staff to clients for this PROGRAM, with expectations of staff responsiveness and expected productivity for assigned caseloads. Please also include days and hours of operation that are accessible for service delivery.

**D. Conceptual Treatment of Project and Work Plan (30 points)**

Describe PROPOSER's philosophy and model for this PROGRAM by responding to the following:

- Describe PROPOSER's organization, program services, and the process of how clients will be placed into permanent housing. The description should include the intake process; assessment of resources, support systems, if any, and needs; case plan development; referral

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and provision of wrap-around services via case management; availability and placement into a housing unit; and documentation of follow-up and any other services that will be provided. Please include timeframes with the service delivery process, including the schedule of case management contact once clients are in housing.

- Describe the method of service provision to the chronically homeless subpopulation that the PROGRAM will serve. Please indicate types of evidence-based or best practices that are incorporated into your service delivery.
- Describe any outreach efforts that the PROPOSER will undertake to assure other service providers and chronically homeless households will be knowledgeable of and able to access the PROGRAM.
- Describe collaborations with other service providers to ensure that the services of the PROGRAM are being appropriately utilized and maximized for the clients accessing services, including peer-to-peer or peer advocacy services.
- Describe methods by which clients can provide feedback to the PROPOSER on the quality of services.
- Describe the PROPOSER's current service delivery capacity, and how this PROGRAM would expand that capacity. Please note how the PROPOSER would be able to accommodate the increase or change in service delivery upon execution of a contract.
- State why the PROPOSER is best suited to perform services for this PROGRAM.

**E. Performance Measurements (25 points)**

PROPOSER must include a narrative on each of the following topics:

- Briefly define the primary goal of PROPOSER's programs
- Identify PROPOSER's tracking mechanisms
- Identify PROPOSER's PROGRAMS's tracking mechanisms
- Estimate the ratio of clients to case managers, and the total unduplicated clients served during the term of the project; and
- Anticipated client activities and outcomes, placing clients in housing and how such outcomes will be verified.

**F. Local Presence ( 10 points)**

Provide information as to local resources that would be utilized and the degree of the PROPOSER'S knowledge and familiarity with the local community's needs and goals.

The PROPOSER shall declare PROPOSER'S plan to establish an office that is centrally located within Clark County, Nevada from which the program will be both programmatically and fiscally administered and implemented. Staff that provides direct services (complaint investigations, outreach, legal services, counseling, training, etc.) must be located in Clark County, Nevada, either a main office, satellite, or subcontractor office(s) is acceptable.

- 1) Clark County/Las Vegas office address (if any).
- 2) Year Clark County/Las Vegas valley office established.
- 3) Employment (number of current employees by category):

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Company	Managerial	Technical	Administrative
Office Personnel located in Clark County/Las Vegas, Nevada			
Total Firm Personnel			

- 4) Provide a statement as to your firm's local resources that will be utilized to complete the work.
- 5) Estimate of the percentage and the kinds of work to be accomplished by the PROPOSER with staff presently residing in Clark County, Nevada.
- 6) Indicate experience of performing related work within the state of Nevada.

**F. Funding and Project Budget (20 points)**

Provide PROPOSER's funding amount requested for Fiscal Year 2014/2015, which will be required by PROPOSER to provide all work and services as specified in **Exhibit A, Scope of Work. PROPOSER shall itemize services to be provided, and specify unit costs associated with each service. Budgets should include a schedule of costs (staffing, supplies, maintenance, utilities, etc.) to implement the project.**

PROPOSER must provide proof of Medicaid and/or Medicare provider number.

**Please also note proper quality assurance measures taken to ensure that PROGRAM costs are properly documented and utilized per the requirements of the COUNTY. Delineate how multiple funding sources for services are allocated appropriately for its designated service.**

**G. Documentation (10 points)—documents will not be counted towards the 25 page limit, though narrative responses will be.**

Provide samples of the documentation formats what will be used for this PROGRAM. Please address the following:

- Process of documenting service delivery
- Experience with standardized assessment tools used, and how it is used to address types of referrals, placement, and level of care
- Methods to ensure that all proper documentation is available in the file and accessible in Homeless Management Information Systems (HMIS)
- Internal quality assurance measures taken to ensure that client documentation is accurate and timely

**H. Other (5 points)**

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

**CLARK COUNTY, NEVADA**  
**CONTRACT FOR INTENSIVE CASE MANAGEMENT WITH**  
**PERMANENT HOUSING FOR THE CHRONICALLY HOMELESS**  
**RFP NO. 603310-14**

<b>//ENTER COMPANY NAME//</b>
NAME OF FIRM
<i>//Enter Designated Contact Name//</i>
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
<i>//Enter Street Address//</i> <i>//City, State and Zip Code//</i>
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
<i>//Enter Email Address//</i>
E-MAIL ADDRESS

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## CONTRACT FOR INTENSIVE CASE MANAGEMENT WITH PERMANENT HOUSING FOR THE CHRONICALLY HOMELESS

This Contract is made and entered into this ##XX day of Enter Month 20XX, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and //LEGAL NAME// (hereinafter referred to as PROPOSER), for Intensive Case Management with Permanent Housing for the Chronically Homeless (hereinafter referred to as PROJECT).

### WITNESSETH:

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

WHEREAS, the PROPOSER 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 PROPOSER agree as follows:

### **SECTION I: TERM OF CONTRACT**

COUNTY agrees to retain PROPOSER for the period from date of award through June 30, 2015, with the option to renew for three one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROPOSER 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 PROPOSER for the performance of services described in the Scope of Work (Exhibit A) for the fixed fee \$15 per hour. COUNTY's obligation to pay PROPOSER cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in Exhibit A must be completed by the PROPOSER and it shall be the PROPOSER's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

#### B. Progress

The PROPOSER 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 PROPOSER fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY's Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.

- b. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
  - c. COUNTY's representative shall notify the PROPOSER in writing within 14 calendar days of any disputed amount included on the invoice. The PROPOSER 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 PROPOSER 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 PROPOSER 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 PROPOSER 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 PROPOSER all damages, costs and expenses caused by PROPOSER's negligence, resulting from or arising out of errors or omissions in PROPOSER's work products, which have not been previously paid to PROPOSER.
  7. COUNTY shall not provide payment on any invoice PROPOSER submits after six (6) months from the date PROPOSER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
  8. Invoices shall be submitted to: Fiscal Services Unit, Clark County Department of Social Service, 1600 Pinto Lane, Las Vegas, Nevada 89106.
- D. County's Fiscal Limitations
1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit COUNTY's financial responsibility as indicated in Sections 2 and 3 below.
  2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY's obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
  3. COUNTY's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY's purchase order(s) to the PROPOSER.

### **SECTION III: SCOPE OF WORK**

Services to be performed by the PROPOSER 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 PROPOSER'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 PROPOSER for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the PROPOSER 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 PROPOSER shall be furnished without the written authorization of COUNTY.

**SECTION V: RESPONSIBILITY OF PROPOSER**

- A. It is understood that in the performance of the services herein provided for, PROPOSER 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, PROPOSER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROPOSER in the performance of the services hereunder. PROPOSER 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. PROPOSER 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 PROPOSER's associates and employees under the personal supervision of the Manager.  
Should the Manager, or any employee of PROPOSER be unable to complete his or her responsibility for any reason, the PROPOSER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROPOSER fails to make a required replacement within 30 days, COUNTY may terminate this Contract for default.
- C. PROPOSER 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 PROPOSER 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 PROPOSER 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 PROPOSER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the PROPOSER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROPOSER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of the PROPOSER 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. PROPOSER will not produce a work product which violates or infringes on any copyright or patent rights. The PROPOSER 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 PROPOSER shall not in any way relieve the PROPOSER of responsibility for the professional and technical accuracy and adequacy of its work.

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

#### **SECTION VII: RESPONSIBILITY OF COUNTY**

- A. COUNTY agrees that its officers and employees will cooperate with PROPOSER in the performance of services under this Contract and will be available for consultation with PROPOSER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROPOSER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY's representative, the Regional Initiatives Office or his/her designee. COUNTY's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROPOSER 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 PROPOSER. It is understood that COUNTY's representative's review comments do not relieve PROPOSER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROPOSER 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. PROPOSER 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 PROPOSER.

#### **SECTION VIII: TIME SCHEDULE**

- A. Time is of the essence of this contract.
- B. If the PROPOSER's performance of services is delayed or if the PROPOSER's sequence of tasks is changed, PROPOSER 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 PROPOSER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROPOSER at least 10 working days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROPOSER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROPOSER 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 PROPOSER for any cause other than the error or omission of the PROPOSER, for an aggregate period in excess of 30 days, PROPOSER shall be entitled to an equitable adjustment of the compensation payable to PROPOSER under this Contract to reimburse PROPOSER 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 PROPOSER 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 PROPOSER 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 PROPOSER 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



## **SECTION XII: MISCELLANEOUS**

### **A. Independent Contractor**

PROPOSER acknowledges that PROPOSER and any subcontractors, agents or employees employed by PROPOSER 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 PROPOSER 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 PROPOSER agrees that it will not employ unauthorized aliens in the performance of this Contract.

### **C. Non-Discrimination/Public Funds**

PROPOSER acknowledges that the COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROPOSER 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 PROPOSER in breach of the Contract, terminate the Contract, and designate the PROPOSER as non-responsible.

### **D. Assignment**

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

### **E. Indemnity**

The PROPOSER 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 PROPOSER or the employees or agents of the PROPOSER in the performance of this Contract.

### **F. Governing Law**

Nevada law shall govern the interpretation of this Contract.

**G. Covenant Against Contingent Fees** The PROPOSER warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, COUNTY shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

### **H. Gratuities**

1. COUNTY may, by written notice to the PROPOSER, 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 PROPOSER or any agent or representative of the PROPOSER 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 PROPOSER as it could pursue in the event of a breach of this Contract by the PROPOSER; 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 PROPOSER 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.

I. Audits

The performance of this contract by the PROPOSER is subject to review by COUNTY to insure contract compliance. The PROPOSER 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 PROPOSER. 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.

J. Covenant

The PROPOSER 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. PROPOSER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

K. Confidential Treatment of Information

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

L. ADA Requirements

All work performed or services rendered by PROPOSER 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.

M. Subcontractor Information

The PROPOSER 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 PROPOSER is for the COUNTY's information only.

N. Disclosure of Ownership Form

The PROPOSER 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: \_\_\_\_\_  
YOLANDA T. KING  
Chief Financial Officer

\_\_\_\_\_  
DATE

PROPOSER:  
//LEGAL NAME//

By: \_\_\_\_\_  
//NAME//  
//TITLE//

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON  
District Attorney

By: \_\_\_\_\_  
ELIZABETH A. VIBERT  
Deputy District Attorney

\_\_\_\_\_  
DATE

**EXHIBIT A**  
**INTENSIVE CASE MANAGEMENT WITH PERMANENT HOUSING FOR THE CHRONICALLY HOMELESS**  
**SCOPE OF WORK**

Clark County (COUNTY) will provide County and Federal funds to assist with the cost of operating the INTENSIVE CASE MANAGEMENT WITH PERMANENT HOUSING FOR THE CHRONICALLY HOMELESS Program. The PROGRAM is designed to provide a full range of services to chronically homeless persons who were continually homeless with a disabling condition who have been continuously homeless for a year or more, or homeless with a disabling condition who has had at least four episodes of homelessness in the past three years, per the Federal definition. Services are limited to those who have been living in an area not meant for human habitation or emergency shelters who have a verifiable disability, such as mental illness, chronic substance or alcohol abuse problem, or another diagnosable disability. Clark County authorized funds will be made available for the 2014/2015 program year commencing from July 1, 2014 and ending June 30, 2015.

The PROGRAM services shall be provided to homeless households free of charge and for the entire PROGRAM period.

**A. RESPONSIBILITIES OF PROVIDER**

1. Provide intensive case management and permanent housing to at least 137 chronically homeless households through the following case planning steps:
  - Assessment: determine a person's eligibility, current and potential strengths, weaknesses and needs
  - Planning: develop a specific, comprehensive, individualized treatment and service plan
  - Linkage: refer or transfer clients to necessary services and treatments and informal supports systems
  - Monitoring: conduct ongoing evaluations of clients progress and needs
  - Client advocacy: intercede on behalf of a specific client or class of clients to ensure equity and appropriate services
  - Housing: transition households from homelessness and provide permanent supportive housing that is scattered-site using a Housing First Approach to assist clients with locating and securing housing, negotiating with landlords, obtaining, completing, submitting and tracking the status of housing subsidy applications, completing requests for rental assistance/eviction prevention, providing payment of rental assistance on behalf of households, making referrals to community agencies for tenant rights legal matters, communicating with Permanent Supportive Housing developers and providing any needed advocacy and support to retain housing.
  - Case management and supportive services: provide access to life skills, job training, substance abuse services, mental health services, medical services, employment services, transportation, and other related services:
    - Benefits Establishment: assessing the financial status of clients, identifying benefits to which clients may be entitled (e.g., Supplemental Security Income [SSI], Supplemental Security Disability Income [SSDI], Medicare, Medicaid) and performing all actions including advocacy to ensure entitlements are established.
    - Employment and Education: Using a supported Employment and Supported Education approach to assist clients with locating and securing employment, volunteer and/or educational opportunities and providing necessary ongoing supports and advocacy to help clients retain their employment, volunteer work or school enrollment.
    - Income: Increase economic opportunities & self-sufficiency for chronically homeless households by collaborating with agencies
    - Life Skills: assisting with gaining, restoring, improving or maintaining daily independent living (including budgeting/money management), social/leisure and personal hygiene skills.
    - Transportation: assisting with transportation, as needed, to clients by means of bus fare/pass, agency vehicle(s), or private vendor.
  
2. Employ management, staff, and volunteers with sufficient technical knowledge, skill, and expertise necessary to provide the services. Staffing should be comprised of a multi-disciplinary team.

3. Be available for consultation regarding the operation and progress of the PROGRAM with all parties to the funding agreement, and at such other reasonable times with advance notice as to not conflict with PROVIDER's other responsibilities.
4. Enter client service information into the Homeless Management Information System (HMIS) or like data collection database for service delivery. Monthly reports will be generated from data collected in HMIS or like database system.
5. Enter and update agency and program information into Nevada 2-1-1 prior to the commencing of each year of services. A copy of the listing must be provided to COUNTY's authorized representative.
6. Implement a quality assurance component to facilitate client feedback on quality of services, which must include at least one of the following: client satisfaction surveys during and at the completion of service delivery; development of a client advisory council which has the ability to meet on a regular basis to discuss service delivery issues, and/or regularly-scheduled opportunities to meet with agency leadership to discuss programs. PROVIDER will submit a written procedure for implementing the client feedback mechanism(s), and report on its progress quarterly when submitting monthly reports.
7. Submit to COUNTY's authorized representative the funding agreement monthly status report(s) via INTENSIVE CASE MANAGEMENT WITH PERMANENT HOUSING FOR THE CHRONICALLY HOMELESS Program report, which shall be due on the 10<sup>th</sup> calendar day of the month following the month for which services were provided. Each monthly report shall cover a single month, starting on the 1<sup>st</sup> day of each calendar month and ending on the last day of each calendar month regardless of the day of the week or the date that services actually commenced.

PROGRAM reports shall cover the activities of the PROGRAM, including, but not limited to: 1) Total number of unduplicated clients served, 2) Number of handicapped clients served, 3) Number of senior citizens served, 4) Number of unaccompanied youth (under 18 years of age) served, 5) Number of families served, and 6) Number of veterans served. Client outcomes (measures of what happens to participants after receiving the service) should also be reported with focus on the service provision areas outlined in "Project Outcomes," **Exhibit E**. In addition, the PROVIDER must submit status report(s) to support the program services and salary expenses and benefit realized by the COUNTY for PROGRAM support and outcomes of client satisfaction activities. A standard reporting format will be generated from HMIS, in addition to a narrative section regarding program highlights.

8. An annual progress report describing the PROGRAM's housing progress and activity is due within 30 days of the end of a PROGRAM year. This report will be generated from HMIS, as well as feedback in cooperation with the COUNTY to respond to the reporting requirements of HUD.
9. Submit to COUNTY's authorized representative a monthly reimbursement invoice by the 15<sup>th</sup> calendar day of each month for the previous month's services. Monthly invoices should include: contract number, HMIS unique identifier for each client, amounts paid in rental assistance paid on behalf of clients and to whom, line item of total contracted amount, balance available at the beginning of the month, amount requested for the month, remaining line item balances, and the total amount of the request to support the programs services as outlined in the "Project Budget", **Exhibit F** towards the benefit realized by the OWNER for PROGRAM support. Appropriate back-up documentation should also be included. Documentation of services provided will be via reports from HMIS or like data base system.
10. Maintain financial records pertaining to all matters relative to contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable for a period of five (5) years upon completion of contract, or termination of contract, whichever comes first. Please also delineate how multiple funding sources for services are allocated appropriately for its designated intended service. All such records relating to any analysis or audit performed relative to the contract shall be retained for five (5) years after such analysis or audit has been performed and any findings have been resolved. In the event that PROVIDER no longer operates in Nevada, it shall be required to deliver a copy of all records relating to the contract with the COUNTY to be retained by the COUNTY for the required period of time.
11. PROVIDER shall provide written notice to COUNTY of any program changes during Fiscal Year 2014/2015 for which COUNTY's funds are allocated under the provisions of resolution(s) to be approved and adopted between COUNTY and PROVIDER.

12. PROVIDER is responsible to participate with the COUNTY within the local Continuum of Care in further development of improved provision of homeless case management and housing services. This includes collaboration with other homeless service providers to minimize duplication of service and maximize utilization of available resources

B. COMPENSATION

1. Upon compliance with the requirements in this Contract, PROVIDER shall be compensated based on the line item budget as outlined in PROVIDER's "Project Budget", Exhibit\_\_\_\_.
2. PROVIDER may request a budget modification of not more than 10% of the total awarded amount, once per contract term. All budget modifications are subject to approval of the Director of the Department of Social Service. Budget modification requests must be submitted in writing, no later than two months prior to the close of a project year.

C. METHOD OF PAYMENT

Advances and Reimbursements

The PROVIDER may draw down advance program money once at the commencement of the yearly PROGRAM for each year of this Contract. Such advance shall not exceed an amount equal to 2 months of the yearly PROGRAM budget dependent on COUNTY determination of need and types of expenses. **Requests for any advance must be submitted in writing on the letterhead of the requesting organization and bear the original signature of an authorized representative. COUNTY reserves the right to require any and all expenditures of advance funds to be fully documented prior to approving any reimbursements.**

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

**EXHIBIT B**  
**INTENSIVE CASE MANAGEMENT WITH PERMANENT HOUSING FOR THE CHRONICALLY HOMELESS**  
**INSURANCE REQUIREMENTS**

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

- A. **Format/Time:** PROPOSER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after the award by the COUNTY. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. PROPOSER'S insurance shall be primary as respects COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROPOSER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROPOSER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives 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, PROPOSER 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, PROPOSER 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 PROPOSER and **any auto** used for the performance of services under this Contract.
- I. **Professional Liability:** PROPOSER 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 COUNTY.
- J. **Workers' Compensation:** PROPOSER 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 PROPOSER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROPOSER 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 PROPOSER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROPOSER to stop the work, declare PROPOSER 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.

COUNTY may collect any replacement insurance costs or premium payments made from PROPOSER or deduct the amount paid from any sums due PROPOSER under this Contract.

- L. **Additional Insurance:** PROPOSER is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** PROPOSER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROPOSER, their subcontractors or anyone employed, directed or supervised by PROPOSER.
- N. **Cost:** PROPOSER 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 PROPOSER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
  2. PROPOSER'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.



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

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

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

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

**ATTACHMENT 1**

**AFFIDAVIT**

**(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

I, \_\_\_\_\_, on behalf of my company, \_\_\_\_\_, being duly sworn,

(Name of Sole Proprietor)

(Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as RFP No. 603310-14, entitled INTENSIVE CASE MANAGEMENT WITH PERMANENT HOUSING FOR THE CHRONICALLY HOMELESS;
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
  
4. 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.

**EXHIBIT D**  
**Business Associate Agreement**

This Agreement is made effective the \_\_\_\_ of \_\_\_\_, 201\_\_, by and between Clark County, Nevada hereinafter referred to as "Covered Entity", and //NAME//, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Security and Privacy Rule"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the "HIPAA Security and Privacy Rule" are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Security and Privacy Rule (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Security and Privacy Rule, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

**I. DEFINITIONS**

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

## CONFIDENTIALITY AND SECURITY REQUIREMENTS

- (a) Business Associate agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Underlying Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;
  - (ii) at termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;
  - (iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;
  - (iv) Business Associate shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the covered entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the covered entity's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity at the time of discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and
  - (v) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

- (i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:
  - (A) the disclosure is required by law; or
  - (B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
- (ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement.

Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to pay all costs of notification and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement, or to indemnify Covered Entity for all costs of notification and mitigation incurred by Covered Entity.

### III. AVAILABILITY OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

### IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

### V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, including any then-current requirements of the HITECH Act or its regulations, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if

necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security and Privacy Rule, including the HITECH Act, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: GEORGE W. STEVENS  
Chief Financial Officer

Title: //NAME//  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E**  
**INTENSIVE CASE MANAGEMENT FOR CHRONICALLY HOMELESS HOUSEHODS**  
**PERFORMANCE OUTCOMES**

Program Goal	Outcome	Target # or %	Data Source
Program services harder to serve homeless population	Households served by program at entry: Chronically homeless Mental Illness Substance abuse Chronic health condition(s) HIV Developmental Disabilities Physical disabilities	100% of households has to be Chronically Homeless upon entry with a minimum of one other criteria	HMIS
Reduce length of homeless episodes and new and return entries into homelessness	Permanent Housing	77% of homeless persons in PH stay over six (6) months	HMIS
Increase jobs income and self-sufficiency	Persons obtain employment at program exit	20% obtain employment that is either permanent full-time, permanent part-time, at program exit	HMIS APR
	Program participants are connected to mainstream resources at exit  Average and source monthly income at entrance Average and source monthly income at exit	75% are to be in mainstream resources at exit	HMIS
HMIS participation	Clients who exit to know destination	90% at know destinations	HMIS
	Client income data is update at 6 month intervals, annually and at exit entry and exit	90% client income is updated and at entry and exit	HMIS APR

# **INSERT PROVIDER'S EXHIBIT F PROJECT BUDGET**

**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						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## 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