# CLARK COUNTY, NEVADA

**CONTRACT FOR INTENSIVE CASE MANAGEMENT FOR CHRONICALLY HOMELESS INDIVIDUALS AND VETERANS**

**CBE NO. 603640-15**

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<tr>
<th>WESTCARE NEVADA INC.</th>
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<tr>
<td><strong>NAME OF FIRM</strong></td>
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<tr>
<td>Richard Jimenez, Senior Vice President</td>
</tr>
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**DESIGNATED CONTACT, NAME AND TITLE**  
(Please type or print)

| 1711 Whitney Mesa Drive  
| Henderson, NV 89014 |

**ADDRESS OF FIRM**  
INCLUDING CITY, STATE AND ZIP CODE

| (702) 385-3330 |

**(AREA CODE) AND TELEPHONE NUMBER**

| (702) 307-0269 |

Richard.jimenez@westcare.com
CONTRACT FOR INTENSIVE CASE MANAGEMENT FOR CHRONICALLY HOMELESS INDIVIDUALS AND VETERANS

This Contract is made and entered into this _____ day of April 2015, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and WESTCARE NEVADA INC. (hereinafter referred to as PROVIDER), for Intensive Case Management for Chronically Homeless Individuals and Veterans (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed $835,209.35 annually, including all travel, lodging, meals and miscellaneous expenses; and

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

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from date of award through June 30, 2016, with the option to renew for three (3), one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) not-to-exceed amount of $835,209.35 annually. COUNTY’S obligation to pay PROVIDER cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER’S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Progress

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

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work.

2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.

3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
   a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY’S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
   b. 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 PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.

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

5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted
6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.

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

8. Invoices shall be submitted to: 1600 Pinto Lane, Las Vegas, NV 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 PROVIDER.

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

A. COUNTY may at any time, by written 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 PROVIDER'S cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of PROVIDER for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.

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

SECTION V: RESPONSIBILITY OF PROVIDER

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

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

C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.

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

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

G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
   1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
   2. COUNTY’s review, approval, acceptance, or payment for any of PROVIDER’S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER’S performance or failures to perform under this Contract.

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

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

SECTION VI: SUBCONTACTS

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

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

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

SECTION VII: RESPONSIBILITY OF COUNTY

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

B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY’S representative, Emma Macayan Hatley, Quality Assurance Management Analyst, telephone number (702) 455-3748 or their designee. COUNTY’S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER by written notice before the effective date of each such delegation.
C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.

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

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

SECTION VIII: TIME SCHEDULE

A. Time is of the essence of this Contract.

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

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

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

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
   a. not less than ten (10) calendar days written notice of intent to terminate; and
   b. an opportunity for consultation with the terminating party prior to termination.

2. Termination for Convenience
   a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
      i. not less than ten (10) calendar days written notice of intent to terminate; and
      ii. an opportunity for consultation with COUNTY prior to termination.
   b. If termination is for COUNTY'S convenience, COUNTY shall pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Termination for Default
   a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
      i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
      ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER'S default.
b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.

c. If after termination for failure of PROVIDER to fulfill contractual obligations it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.

4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.

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

6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

SECTION X: INSURANCE

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

B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

SECTION XI: NOTICES

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

TO COUNTY:
Clark County, Department of Social Service
Attn: Tim Burch, Director of Social Service
1600 Pinto Lane
Las Vegas, NV 89110

TO PROVIDER:
Westcare Nevada, Inc.
Attn: Richard Jimenez, Senior Vice President
1711 Whitney Mesa Drive
Henderson, NV 89014

With Copies to:
Westcare Foundation, Inc.
Attn: Office of General Counsel
1711 Whitney Mesa Drive
Henderson, NV 89014
SECTION XII: MISCELLANEOUS

A. Independent Contractor

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

B. Immigration Reform and Control Act

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

C. Non-Discrimination/Public Funds

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

D. Assignment

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

E. Indemnity

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

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.

2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
   a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
   b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by PROVIDER in providing any such gratuities to any such officer or employee.

3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
H. Audits
The performance of this Contract by PROVIDER is subject to review by COUNTY to insure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract.

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

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

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

L. Subcontractor Information
PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by PROVIDER is for COUNTY’S information only.

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

N. Authority
COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

O. Force Majeure
SUCCESSFUL BIDDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. SUCCESSFUL BIDDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

P. Severability
If any terms or provisions of CONTRACT shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of CONTRACT shall remain in full force and effect.

Q. HIPAA - CONFIDENTIALITY REGARDING PARTICIPANTS
SUCCESSFUL BIDDER shall maintain the confidentiality of any information relating to participants, COUNTY Employees, or third parties, (added) in accordance with any applicable laws and regulations, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Attached hereto as Exhibit A, and incorporated by reference herein, is a HIPAA Business Associate Agreement, executed by the parties in accordance with the requirements of
this sub-section. SUCCESSFUL BIDDER agrees to sign the attached HIPAA Business Associate Agreement prior to award of CONTRACT.

R. Non-Endorsement
As a result of the selection of SUCCESSFUL BIDDER to supply goods or services, COUNTY is neither endorsing nor suggesting that SUCCESSFUL BIDDER'S service is the best or only solution. SUCCESSFUL BIDDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

S. Public Records
COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All bid documents are available for review following the bid opening.
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

PROVIDER:
WESTCARE NEVADA INC.

By: ____________________________  3-18-15
    Richard Jimenez
    Senior Vice President

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By: ____________________________  3/26/15
   ELIZABETH A. VIBERT
   Deputy District Attorney
EXHIBIT A
INTENSIVE CASE MANAGEMENT FOR CHRONICALLY HOMELESS INDIVIDUALS AND VETERANS
SCOPE OF WORK

1.0 OVERVIEW

Clark County Social Service is funding an implementation and community infrastructure that integrates treatment and services for substance use, co-occurring substance use, and mental disorders, intensive case management, permanent housing, and other critical services known as The Vivo Project for the following: veterans who are not eligible through the Veterans Administration (VA) and who experience homelessness or chronic homelessness, and other individuals (non-veterans) who experience chronic homelessness (hereinafter collectively referred to as “population of focus”). The services are to provide individuals placed in permanent housing with recovery supports through comprehensive treatment and recovery-oriented services for behavioral health.

The major goal of the program is to ensure treatment, services and housing for the “population of focus”. To achieve this goal, funds will support four primary types of activities: 1) behavioral health treatment and other recovery-oriented services; 2) coordination of housing and services which support the implementation and/or enhance the long-term sustainability of integrated community systems that provide permanent housing and supportive services; 3) efforts to engage and connect clients who experience substance use or co-occurring substance use and mental disorders to enrollment resources for health insurance, Medicaid, and other benefit programs (e.g., SSI/SSDI, TANF, SNAP, etc.); and 4) a culturally competent multidisciplinary team comprised of clinicians, case managers, social workers, treatment staff, counselors, peer mentors, and technicians to address disparities and provide the level of behavioral health services needed to support clients achieving stability.

2.0 DEFINITIONS

For the purposes of this contract the term “behavioral health” refers to a state of mental/emotional health and/or choices and actions that affect wellness. Behavioral health problems include substance abuse or misuse, alcohol and drug addiction, serious psychological distress, suicide, and mental and substance use disorders. The term is also used to describe the service systems encompassing the promotion of emotional health, the prevention of mental and substance use disorders and related problems, treatments and services for mental and substance use disorders, and recovery support.

“Permanent housing” means community-based housing without a designated length of stay (e.g., no limit on the length of stay). The phrase “permanent housing that supports recovery” refers to housing that is considered permanent (rather than temporary or short-term) and offers tenants a range of supportive services aimed at promoting recovery from mental and/or substance use disorders. There should not be any arbitrary limits for the length of stay for the tenant as long as the tenant complies with the lease requirements (consistent with local landlord-tenant law).

In addition, for the purposes of this project, the term “Homeless” also includes “doubled-up” – a residential status that places individuals at imminent risk for becoming homeless – defined as sharing another person’s dwelling on a temporary basis where continued tenancy is contingent upon the hospitality of the primary leaseholder or owner and can be rescinded at any time without notice.

“Homeless” as characterized under the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, and defined by the December 5, 2011, Final Rule Defining Homeless (76 FR 75994), establishes four categories of homelessness. These categories are: (1) Individuals and families who lack a fixed, regular, and adequate nighttime residence and includes a subset for an individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or a place not meant for human habitation immediately before entering that institution; (2) Individuals and families who will imminently lose their primary nighttime residence; (3) Unaccompanied youth and families with children and youth who are defined as homeless under other federal statutes who do not otherwise qualify as homeless under this definition; or (4) Individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member. “Homeless” also includes “doubled-up” – a residential status that places individuals at imminent risk for becoming homeless – defined as sharing another person’s dwelling on a temporary basis where continued tenancy is contingent upon the hospitality of the primary leaseholder or owner and can be rescinded at any time without notice.

“Chronic homelessness” as characterized under the McKinney-Vento Homeless Assistance Act, as amended by S. 896 of the “HEARTH Act of 2009 means, with respect to an individual or family, that the individual or family — (i) is homeless and lives or resides in a place not meant for human habitation, a safe haven, or in an emergency shelter; (ii) has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least 1 year or on at least four separate occasions in the last 3 years; and (iii) has an adult head of household (or a minor head of household if no adult is present in the household) with a diagnosable substance use disorder, serious mental illness, developmental disability, post-traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of two or more of those conditions.” In addition, a person who currently lives
or resides in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital or other similar facility, and has resided there for fewer than 90 days shall be considered chronically homeless if such person met all of the requirements described above prior to entering that facility.

"Housing First" is an approach that emphasizes stable, permanent housing as a primary strategy for ending homelessness (in accordance with the National Alliance to End Homelessness): [http://www.endhomelessness.org/pages/housing_first](http://www.endhomelessness.org/pages/housing_first) and is a best practice model approach used to house and provide services for the homeless. Housing First rests on two premises: 1) the central goal is direct placement into permanent housing for those who are currently homeless, and 2) provision of appropriate individualized services (may include mental health and/or substance abuse treatment) are offered via follow-along services after housing placement to ensure long-term housing stability. Housing First is an approach in which housing is offered to people experiencing homelessness without preconditions (such as sobriety, mental health treatment, or a minimum income threshold) or service participation requirements and in which rapid placement and stabilization in permanent housing are primary goals. PSH projects that use a Housing First approach promote the acceptance of applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.

"Intensive Care Management": meets the needs of high service users, ICM focuses on low staff to client ratios, outreach, services brought to the client, and practical assistance in a variety of areas. Management is differentiated from other forms of care management through factors like a smaller caseload size, team management, outreach emphasis, a decreased brokerage role, and an assertive approach to maintaining contact with clients. Research has demonstrated that care management, in particular, intensive care management, can improve clients’ and families’ experience of mental health services but only when introduced and used for appropriately targeted client populations and suitably resourced. The goals of the ICM model are to engage individuals in a trusting relationship, assist in meeting their basic needs (e.g., housing), and help them access and use brokered services in the community. The fundamental elements of ICM are a low caseload per case manager ratio, which translates into more intensive and consistent services for each client. ICM programs typically involve outreach and engagement activities, brokering of community-based services, direct provision of some support/counseling services, and a higher intensity of services than standard case management.

3.0 STATE OF NEVADA — CABHI-STATES SUPPLEMENTAL (CABHI-SS) DELIVERABLES

Background:

The original CABHI-State Grant funds are being used to enhance the capacity of State infrastructure and treatment service systems by: (1) re-establishing the State Interagency Council on Homelessness, developing a statewide plan to end homelessness, and partnering with regional Continua of Care to access and coordinate housing and other critical resources; and, (2) increasing the capacity of the Division of Public and Behavioral Health, to provide accessible, effective, comprehensive, coordinated, and evidence-based services, permanent supportive housing, peer recovery supports including peer navigators, and other critical services to persons who experience chronic homelessness and have co-occurring mental health and substance use disorders, in collaboration with experienced regional homeless service providers.

The Vivo Project outlined in the Nevada CABHI-State Supplemental (CABHI-SS) grant will provide Intensive Care Management (ICM), combining permanent housing, evidence-based treatment, and critical supportive services to the target population who are fifty ‘super-utilizers’ of emergency hospitals and law enforcement services in Clark County with the goal of helping them achieve stability and wellness. With funding from the Division of Public and Behavioral Health, Clark County Social Service (CCSS) will contract with WestCare to implement an ICM project in the Clark County/Las Vegas metropolitan area, identifying clients who would most benefit from ICM services. Housing will be provided through CCSS’s HUD Housing project and additional housing options through the Continuum of Care.

The Vivo Project team members will help the population of focus attain housing, treatment and support and access benefits to maintain self-sufficiency. Using housing as a foundation for recovery, SOAR-trained (SSI/SSDI Outreach And Recovery) case managers will enroll at least 75 percent of eligible program participants in Medicaid, Medicare, and other mainstream benefit programs to stabilize tenancy and increase self-sufficiency. Clients will have access to effective mental health and substance use disorder treatment, medication management, primary medical care, psychosocial rehabilitation including life skills training, work readiness and employment assistance, and a wide array of recovery support services designed to stabilize tenancy and maintain treatment gains. Peer navigators, who have themselves been homeless and are in recovery from co-occurring mental health and substance use disorders, will work with The Vivo Project case managers to engage clients and overcome the alienation that frequently accompanies long-term homelessness. Peer navigators will help clients navigate their way through complex social service systems, acquire important self-management skills, and help rebuild old family relationships and build new connections with new people.

The target population to be served will include 1) Veterans who experience homelessness with serious mental illness and/or co-occurring substance use and mental disorders, 2) Veterans who experience chronic homelessness with serious mental illness and/or co-occurring substance use and mental disorders and 3) Other individuals (non-veterans) who experience chronic homelessness with serious mental illness and/or co-occurring substance use disorders and serious mental disorders.
PROVIDER agrees to provide the following services and reports according to the identified timeframes:

A. Schedule of Deliverables:

1. Assist a minimum of fifty (50) eligible members of the target population living in Clark County with obtaining permanent housing.

2. Employ a “Housing First” treatment modality when providing CABHI-State Supplemental grant funded services to eligible individuals.

3. Link the minimum of fifty (50) eligible clients with permanent housing through various sources to include HUD housing dollars, collaboration with the HUD Southern Nevada Continuum of Care’s Centralized intake and referral process, and providers of HUD housing funds to utilize the intake and referral process.

4. Assist those enrolled with developing living skills and obtaining the financial resources necessary to maintain residency in permanent housing.

5. Reach out to clients who may identify or appear to have a service need. Inform family members, key supports and other service providers about the availability of and access to ICM services. Pre-screen for admission into The Vivo Project will be based on the client’s score on the Vulnerability Index-Service Prioritization and Decision Assistance Tool (VI-SPDAT). Only participants that meet the target population criteria and score above 10 on the tool will be eligible for The Vivo Project. All others will be referred and assisted to other appropriate housing and services.

6. Provide comprehensive individualized assessments. This includes the development of a comprehensive individualized plan that incorporates the client’s goals and values, and identifies skills, resources and service requirements. Members of a client’s social network will be included in the assessment and planning process with client consent.

7. Facilitate coordinated access to and use of wanted and needed services in areas such as assistance with daily living (housing), crisis intervention and treatment (i.e., counseling and support), health promotion and prevention, and advocating for civil and legal rights.

8. Facilitate linkages to appropriate services, supports and resources. Provide interventions such as engagement, crisis intervention, intensive/short-term support and linkage to appropriate levels of service.

9. Evaluate the achievement of goals (from client and case manager perspectives) and client satisfaction. Regularly monitor service plans with clients to ensure services are appropriate and relevant. An annual re-administering of the VI-SPDAT will be used to measure client and programmatic progress.

10. Provide information to clients, key supports and service providers regarding access to and type of services and supports available. This function facilitates access to a range of services, including ones in other sectors, and works collaboratively with those to facilitate the provision of resources to clients.

11. Utilizing the SOAR (SSI/SSDI Outreach And Recovery) process, enroll at least 75 percent of eligible program participants in Medicaid, Medicare, and other mainstream benefit programs to stabilize tenancy and increase self-sufficiency.

12. PROVIDER will work with The Southern Nevada Veteran’s Affairs Community Resource & Referral Center (CRRC) for referrals. The CRRC has committed to referring clients as needed as well as providing office space within the resource center for the ICM teams to have direct access to those veterans who access the office but are not eligible for services.

13. PROVIDER will work with US Vets to identify eligible participants and provide treatment and services on site. US Vets will also provide housing assistance to eligible participants.

14. PROVIDER will collaborate with evaluator to meet performance benchmarks and evaluation criteria as outlined in the grant application.

B. Responsibilities of Provider:

1. PROVIDER will assign a unique client identification number (CID) to each client starting with the letter ‘C’ for Clark County. PROVIDER will assign a program entry date as the date the client began receiving funded services. The same unique CID is used each time, even if the client has more than one episode of care. For confidentiality reasons, do not use any portion of the client’s date of birth or Social Security Number in the Client ID.
2. PROVIDER is required to enter data into the Homeless Management Information System (HMIS), and utilize the CSAT Client Outcome Measures Tool to collect data (see Appendix A), enter data into the Common Data Platform (CDP) repositories.

3. PROVIDER will collect CDP data face-to-face with each individual client at three specific intervals to include intake/baseline (it is imperative that the PROVIDER begins to collect CDP data on each client as soon as possible after the client’s intake assessment, no later than four (4) days after the client officially enters The Vivo Project), six (6) months after the initial collection of CDP Core Client Outcome Measures data, and at discharge. The same CID will be utilized for each reporting interval.

4. PROVIDER will participate in all relevant SAMHSA training and webinars related to the implementation and administration of The Vivo Project. PROVIDER shall utilize the CDP Client Outcome Measures for Discretionary Program Question-By-Question Instruction Guide (see Appendix B) as a reference for completing the CSAT Client Outcome Measures Tool.

5. Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
   a. Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).
   b. All reports of expenditures and requests for reimbursement processed by the COUNTY are SUBJECT TO AUDIT.

C. Responsibilities of the Division and COUNTY.
   1. Public and Behavioral Health will allocate CABHI-States Grant funds to the COUNTY based on available funding.
   2. Public and Behavioral Health will formally notify the COUNTY of initial allocated funding at the start of each grant cycle and changes to the initial funding through that year by letter.
   3. Public and Behavioral Health will provide technical assistance, upon request from the COUNTY.
   4. The Division reserves the right to hold reimbursement under this contract until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Division.
   5. Both parties agree:
      a. Scheduled provider site reviews will be conducted at PROVIDER’s facilities by both the CABHI-States grant Project Manager (Social Entrepreneurs, Inc. – SEI) and Evaluator (Pacific Institute for Research and Evaluation (P.I.R.E.). Site reviews may include, but not be limited to client chart/record reviews, interviews with clients, and interviews with staff.
      b. The PROVIDER will, in the performance of the Scope of Work specified in this contract, perform functions and/or activities that could involve confidential information; therefore, the PROVIDER is required to fill out and sign Section G (see Appendix C), which is specific to this CONTRACT, and will be in effect for the term of this CONTRACT.

D. Compensation:
   1. PROVIDER agrees to request reimbursement according to the schedule of deliverables above for the actual expenses incurred related to the Scope of Work during the contract period. PROVIDER will:
      a. Submit billing on a monthly basis no later than the 5th day of each month for the previous month being billed;
      b. The maximum available is $432,018.00 for Scope of Work 3.0 "upon approval by all parties through September 29, 2015;"
      c. Requests for reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred; and
      d. Additional expenditure detail will be provided upon request by the COUNTY.
e. Additionally, the PROVIDER agrees to provide:

   - Complete financial accounting of all expenditures to the COUNTY within 30 days of the CLOSE OF
     THE CONTRACT PERIOD. Any un-obligated funds shall be returned to the COUNTY at that time,
     or if not already requested, shall be deducted from the final award.

f. Payment will not be processed without all reporting being current.

g. Reimbursement may only be claimed for expenditures approved within the CONTRACT.

2. COUNTY agrees to pay PROVIDER for the performance of services described in this Scope of Work
   (Exhibit A: 3.0) an amount not-to-exceed $432,018. The COUNTY’s obligation to pay PROVIDER cannot
   exceed the not to exceed fee amount. It is expressly understood that the entire work defined in Exhibit A
   3.0 must be completed by the PROVIDER and it shall be the PROVIDER’s responsibility to ensure that
   hours and tasks are properly budgeted so the entire PROJECT is completed.

3. Upon compliance with the requirements in this Contract, PROVIDER shall be compensated based on
   submitted invoices to the County Representative in accordance with the Schedule of Deliverables.

4. 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 (2) months prior to the
   close of a project year. As a cost reimbursement contract, the COUNTY agrees to reimburse the
   PROVIDER for work performed and/or costs incurred by the PROVIDER up to the total amount specified in
   the contract. Such costs must be allowable in accordance with the applicable cost principles.

5. PROVIDER will staff and provide the direct services. Specific resources for the Team include:

   a. Team Leader — The Vivo Team Leader will be a full-time employee dedicated to The Vivo Project and
      will have at least a master’s degree in nursing, social work, psychiatric rehabilitation, psychology, or
      clinical mental health.

   b. Psychiatrist — A psychiatrist will be allocated to The Vivo Project for 40 percent of his or her time.
      Responsibilities will include: monitoring clients’ clinical status, delivering clinical services, providing
      clinical leadership, and sharing responsibility with ICM leader for ensuring that quality ICM services are
      provided.

   c. Nurse — Responsible for carrying out medical functions, including: basic health and medical
      assessments and education, coordination of health care provided to clients in the community, medical
      assessment, treatment, and education, and medication administration.

   d. Substance Abuse Specialist - Will provide 50 percent of his/her time to The Vivo Project with one year’s
      specialized substance abuse training or supervised experience. Substance abuse specialist will provide
      and coordinate substance abuse assessments, treatment planning, and service delivery tailored to
      client needs.

   e. Peer Specialist - Will dedicated services on a full time basis. The specialist will be diagnosed with a
      serious mental illness and function as a fully integrated team member and be responsible to share
      personal, practical experience to benefit the team and its clients, provide expertise about symptom
      management and the recovery process, promote a team culture that maximizes client choice and self-
      determination, provide peer counseling to ICM clients and families, and carry out other rehabilitation
      and support functions.

   f. Case Manager/Social Worker - one full time case manager and one social worker providing 50 percent
      of time to The Vivo Project. Staff will hold a bachelor’s degree in social work, nursing, rehabilitation
      counseling, psychology, or occupational therapy and will provide case management, teach illness
      management and recovery skills, and develop, direct, and provide other treatment and supportive
      services.

   g. Program Assistant will dedicate 100 percent of time to organize, coordinate, and monitor all clinical
      operations of the team. Responsibilities include managing medical records, operating and coordinating
      the management information system, maintaining accounting and budget records, and triaging
      communications between the team and clients.

   h. Employ staff management, and staff with the knowledge, skills, and abilities necessary to provide
      services. Ensure staff has program orientation, and ongoing training to meet the needs of the clients
      and program design.
3.0 STATE OF NEVADA – CABHI-STATES SUPPLEMENTAL (CABHI-SS) PROJECT BUDGET

Personnel $258,600.00
Fringe $64,391.00
Travel $2,688.00
Contractual $29,120.00
Operating $20,869.00
*Indirect Costs $56,350.00
TOTAL $432,018.00

*Indirect Costs – Federally approved indirect rate of 24.1% discounted to 15%

4.0 SUBSTANCE ABUSE MENTAL HEALTH SERVICES ADMINISTRATION – GBHI-SSH DELIVERABLES

Background:

The Vivo Project proposed for the Grants for the Benefit of Homeless Individuals-Services in Supportive Housing (GBHI-SSH) will provide intensive Care Management (ICM), combining permanent housing, evidence-based treatment, and critical supportive services to homeless veterans with severe mental illness and chronically homeless individuals with co-occurring mental health and substance use disorders. The target population is 100 "super-utilizers" of emergency, hospital, and law enforcement services in Clark County with the goal of helping them achieve stability and wellness. Clark County Social Service (CCSS) will contract with WestCare of Nevada (WC-NV) to implement an ICM project in the Clark County/Las Vegas metropolitan area, identifying clients who would most benefit from ICM services. Housing will be provided through CCSS' HUD Housing project and additional housing options throughout the Continuum of Care.

The Vivo Project team members will help the population of focus attain housing, treatment, support, and access benefits to maintain self-sufficiency. Using housing as a foundation for recovery, SOAR-trained (SSI/SSDI Outreach And Recovery) case managers will enroll at least 75 percent of eligible program participants in Medicaid, Medicare, and other mainstream benefit programs to stabilize tenancy and increase self-sufficiency. Clients will have access to effective mental health and substance use disorder treatment, medication management, primary medical care, psychosocial rehabilitation including life skills training, work readiness, and employment assistance, and a wide array of recovery support services designed to stabilize tenancy and maintain treatment gains.

Peer specialist, who has been homeless and are in recovery from co-occurring mental health and substance use disorders, will work with The Vivo Project case managers to engage clients and overcome the alienation that frequently accompanies long-term homelessness. The peer specialist will help clients navigate their way through complex social service systems, acquire important self-management skills, and help rebuild old family relationships and build new connections with new people.

The funding provided under this contract is governed and authorized by Section 506 of the Public Health Service Act. 45 CFR Part 74 or 45 CFR Part 92. HHS Grants Policy Statement, attached hereto and made a part hereof (see Appendix D). PROVIDER agrees to provide the following services:

A. Schedule of Deliverables:

1. Population of focus shall include at least 50 per year of (see Exhibit E 4.0 for a detail description of demographic distribution):
   a. Non eligible Veteran Administration (VA) Veterans who experience homelessness or chronic homelessness with substance use disorders or co-occurring substance use and mental disorders and,
   b. Individuals (non-veterans) and families who experience chronic homelessness with substance use disorders or co-occurring substance use and mental disorders.

2. PROVIDER shall screen and assess at least 50 clients per year for the presence of substance use and co-occurring substance use and mental disorders, document, and use the information obtained from the screening and assessment to develop appropriate treatment approaches for enrolled clients.
3. PROVIDER shall provide an array of integrated services and supports designed to reduce homelessness and chronic homelessness among the population of focus, and provide treatment and recovery-oriented care.

4. PROVIDER shall conduct outreach and direct treatment (inclusive of documenting the screening, assessment, and treatment) for both substance use and co-occurring substance use and mental disorders. Treatment must be provided in outpatient (including outreach-based services), day treatment or intensive outpatient, or short-term residential programs.

5. PROVIDER shall provide permanent housing for enrolled individuals; PROVIDER must arrange for permanent housing for clients but SAMHSA grant funds may not be used to fund housing. PROVIDER can subcontract with a HUD housing provider who is in good standing with HUD and other federal agency funding sources for permanent housing resources.

6. PROVIDER may not require that program participants engage in services as a condition of housing tenancy. Tenants, however, may be given a choice to live in recovery housing as long as the PROVIDER can provide an alternative living unit should the tenant relapse. PROVIDER is expected to work actively with program participants to engage them in appropriate behavioral health and recovery services.

7. PROVIDER shall provide case management and other strategies to link with and retain clients in housing and other necessary services, including but not limited to, primary care services, and to coordinate these services with other services provided to the client;

8. PROVIDER shall engage and enroll the population(s) of focus or connect the population(s) of focus to enrollment resources for Medicaid and other benefit programs (e.g., SSI/SSDI, TANF, SNAP, etc.) and facilitate the health insurance application and enrollment process for eligible uninsured clients.

9. PROVIDER shall consider other systems from which a potential service recipient may be eligible for services (e.g., the Veterans Administration or senior services) if appropriate for and desired by that individual to meet his/her needs.

10. PROVIDER agrees to implement policies and procedures that ensure other sources of funding are secured first when available for that individual.

11. PROVIDER shall provide an array of integrated services and supports for substance use disorders and co-occurring substance use and mental disorders; and recovery support services designed to improve access to and retention in services and to continue treatment gains, which may include some or all of the following as appropriate for each client:
   a. Vocational, child care, educational, and transportation services;
   b. Independent living skills (e.g., budgeting and financial education, self-care);
   c. Employment readiness, training, and placement;
   d. Crisis care;
   e. Medications management;
   f. Self-help programs;
   g. Discharge planning;
   h. Psychosocial rehabilitation; and
   i. Peer Recovery Support(s).

12. PROVIDER is encouraged to provide the following allowable services:
   a. Education, screening, and counseling for hepatitis and other sexually transmitted infections;
b. Active steps to reduce HIV/AIDS risk behaviors by their clients. Active steps include client screening and assessment, and either direct provision of appropriate services or referral to and close coordination with other providers of appropriate services. For information on homelessness and HIV, and on other HIV/AIDS topics relevant to this program, see the Health Resources and Services Administration Web page: http://hab.hrsa.gov/newspublications/index.html

c. Trauma-informed services, including assessment and interventions for emotional, sexual, and physical abuse;

d. Use of an integrated primary/substance abuse/mental health care approach in developing the service delivery plan. This approach involves screening for health issues and delivery of client-centered substance abuse and mental health services in collaboration and consultation with medical care providers. The National Council for Community Behavioral Healthcare Web site describes what integrated primary care is like in practice by linking with descriptions of and resources from existing programs. For more information, visit http://www.thenationalcouncil.org/. The following Web sites, http://www.centerforintegratedhealthsolutions.org and http://beta.samhsa.gov/health-reform, describe integrated primary care by linking applicants with existing programs. Special attention is paid to low-income and underserved populations;

e. Training in evidence-based practices for service providers, such as motivational interviewing or critical time intervention; and

f. Limited in-reach services, such as, outreach and screening to identify incarcerated individuals who may experience chronic homelessness upon release from a jail or detention facility; and to provide those identified with a post-release housing and behavioral health services plan.

13. PROVIDER agrees to provide services in accordance with the following evidenced-based practices:

a. Supported employment will support the outcome of increasing the number of participants who achieve self-sufficiency.

b. Intensive Care Management (ICM): ICM is strength based and empowers clients to fully participate in all treatment decisions. Strength-based models operationalize recovery principles while simultaneously helping people reclaim, recover, and transform their lives through the identification and sustaining of a range of resources for thriving in the community.

c. Motivational Enhancement Therapy (MET) and Motivational Interviewing (MI) promotes change by creating conditions that foster individual motivation for and commitment to change. Clients pass through a series of stages in the course of changing a problem: Pre-contemplation, Contemplation, Determination, Action and Maintenance.


e. Living in Balance (LIB): Moving from a Life of Addiction to a Life of Recovery is a manual-based, comprehensive addiction treatment program that emphasizes relapse prevention.

f. MATRIX Model: The Matrix Model intensive outpatient treatment focuses on the diversity of factors that contribute to drug and alcohol problems.

B. Responsibilities of Provider:

1. PROVIDER will assign a unique client identification number (CID) to each client starting with the letter ‘C’ for Clark County. PROVIDER will assign a program entry date as the date the client began receiving funded services. The same unique CID is used each time, even if the client has more than one episode of care. (For confidentiality reasons, do not use any portion of the client’s date of birth or Social Security Number in the Client ID.)

2. PROVIDER is required to enter data into the Homeless Management Information System (HMIS), utilizing the CSAT Client Outcome Measures Tool to collect data (see Appendix A) and enter into the Common Data Platform (CDP) repositories.

3. PROVIDER will collect CDP data face-to-face with each individual client at three specific intervals to include intake/baseline (it is imperative that the PROVIDER begins to collect CDP data on each client as soon as possible after the client’s intake assessment, no later than four (4) days after the client officially enters The Vivo Project), six months after the initial collection of CSAT-GPRA Core Client Outcome Measures data, and discharge. The same CID will be utilized for each reporting interval.
4. PROVIDER will participate in all relevant SAMHSA training and webinars related to the implementation and administration of The Vivo Project. PROVIDER shall utilize the CDP Client Outcome Measures for Discretionary Program Question-By-Question Instruction Guide (see Appendix B) as a reference for completing the CSAT Client Outcome Measures Tool.

5. PROVIDER will submit a Programmatic Semi-Annual Report no later than the dates as follows:

6. PROVIDER agrees to utilize third party and other revenue realized from provision of services to the extent possible and use SAMHSA grant funds only for services to individuals who are ineligible for public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual’s health insurance plan.

7. Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.

8. Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

9. All reports of expenditures and requests for reimbursement processed by the COUNTY are SUBJECT TO AUDIT.

10. "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b). Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The PROVIDER is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

11. A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage grantees and their sub-recipients to hire welfare recipients and to provide additional needed training and/or mentoring as needed.

12. Program income accrued under the award must be accounted for in accordance with (2 CFR Part 215 and 45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Federal Financial Report, Standard Form 425.

13. Actions that require prior approval must be submitted in writing to the Quality Assurance/Grants Unit, COUNTY. The request must bear the signature of an authorized business official of the PROVIDER.

14. The PROVIDER is required to notify the COUNTY in writing if key personnel withdraw from the project entirely, be absent from the project during any continuous period of 3 months or more, or reduce time devoted to the project by 25 percent or more from the level that was approved at the time of award (for example, a proposed change from 40 percent effort to 30 percent or less effort).

15. Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs promotes efficient delivery of quality health care through the use of health information technology (HIT), transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, if PROVIDER electronically exchanges patient level health information to external entities where national standards exist PROVIDER must:
   a. Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult http://www.hhs.gov/healthit for more information, and
b. Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant. For additional information contact: Jim Kretz at 240-276-1755 or Jim.Kretz@samhsa.hhs.gov; Kathryn Wetherby at 240-276-2899 or Kathryn.Wetherby@samhsa.hhs.gov. Questions and issues may be raised on SAMHSA’s HIT Forum at http://cmhhbs.samhsa.gov.


   a. The grants process
   b. Points of contact
   c. Statutory, regulatory, or public policy requirements
   d. Prior approval requirements

17. PROVIDER agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at http://www.samhsa.gov/grants/grants-management/policies-regulations/requirements-principles.

18. PROVIDER agrees to comply with Additional Directives to include the Trafficking Victims Protection Act, follow funding prohibitions against ACORN, and review SAMHSA’s incentive policies which can be found at http://www.samhsa.gov/grants/grants-management/policies-regulations/additional-directives.

19. PROVIDER agrees to work close to the timeline as described in the Electronic Health Records Technology (EHR) (see Appendix E) to demonstrate ongoing implementation of the clinical use of a certified electronic health record (EHR) system in each year of the SAMHSA grant.

C. Responsibilities of COUNTY:

1. As the grantee organization, the COUNTY acknowledges acceptance of the grant terms and conditions by drawing down or otherwise obtaining funds from the federal Payment Management System. In doing so, the COUNTY will ensure to exercise prudent stewardship over Federal funds and ensure all costs are allowable, allocable and reasonable.

2. The COUNTY is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.

3. The COUNTY will submit Federal Financial Report (FFR) – (Standard Form 425) that is required on an annual basis and must be submitted no later than 90 days after the end of the budget period.

4. The COUNTY will submit a Programmatic Semi-Annual Report no later than the dates as follows:

   b. Annual Federal Financial Report (FFR-SF425) is due to the Division of Grants Management (DGM) no later than January 30th

5. As required by the Federal Funding Accountability and Transparency Act of 2006, this new award is subject to the subaward and executive compensation reporting requirement of 2 CFR Part 170. The COUNTY will report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. For subaward information, the COUNTY will report no later than the end of the month following the month in which the obligation was made.

6. COUNTY agrees that grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General — Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.


8. COUNTY agrees to maintain an active SAM registration with current DUNS information at all times and renew and revalidate the registration every 12 months.
9. COUNTY agrees to utilize a Steering Committee to meet and monitor the goals outlined in the program. Membership will be comprised of, at a minimum, local or regional representatives from substance abuse and mental health authorities; Medicaid Agency; health department; public housing authorities; service providers; veterans or individuals (non-veterans) who are currently experiencing homelessness or have experienced homelessness and are recovering from substance use disorders or co-occurring substance use and mental disorders; the Cooperative Agreements to Benefit Homeless Individuals (CABHI)-States grantee; and the SAMHSA government project officer (GPO). The Steering Committee will address:

a. What activities and actions taken by the Steering Committee helped improve the clinical and housing outcomes of all program clients served?

b. Who provided (program staff) what services (modality, type, intensity, duration), to whom (individual characteristics), in what context (system, community), and at what cost (facilities, personnel, dollars)?

c. What types of changes were made to address disparities in access, service use, and outcomes across subpopulations, including the use of the National CLAS Standards?

d. What efforts have been taken to overcome administrative and clinical barriers in enrolling individuals or connecting individuals to enrollment resources for Medicaid and other benefit programs and how are these efforts informing the implementation and/or enhancing the long term sustainability of integrated community systems that provide permanent housing and supportive services?

e. How closely did implementation match the plan?

f. What strategies were used to maintain fidelity to the evidence-based practice or intervention across providers over time?

g. What types of changes were made to the originally proposed plan?

h. What led to the changes in the original plan?

i. What effect did the changes have on the planned intervention and performance assessment?

j. How has technology been used to improve the delivery of services and coordination of care for the population of focus?

D. Compensation:

1. COUNTY agrees to pay PROVIDER for the performance of services described in this Scope of Work (Exhibit A. 4.0) an amount not-to-exceed $269,511.35. The COUNTY’s obligation to pay PROVIDER cannot exceed the not to exceed fee amount. It is expressly understood that the entire work defined in Exhibit A. 4.0 must be completed by the PROVIDER and it shall be the PROVIDER’s responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fixed fee.

2. Upon compliance with the requirements in this contract, PROVIDER shall be compensated based on the line item budget as outlined in PROVIDER’s “4.0 GBHI-SSH Project Budget.”

4. PROVIDER may request a budget modification of not more than 10 percent 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 (2) months prior to the close of a project year. As a cost reimbursement contract, the COUNTY agrees to reimburse the PROVIDER for work performed and/or costs incurred by the PROVIDER up to the total amount specified in the contract. Such costs must be allowable in accordance with the applicable cost principles.

5. SAMHSA funds may not be used to pay for primary care, emergency medical services for physical conditions, or prescription drugs. Medical care and prescriptions for participants must be provided through other funding (e.g., Community Health Centers, Health Care for the Homeless programs, or other medical providers).

6. Accounting Records and Disclosure – the PROVIDER must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The PROVIDER should expect that SAMHSA, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.
7. PROVIDER agrees no funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).

8. PROVIDER agrees if federal funds are used by the PROVIDER to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (M&E allowance) must be reduced by the allotted meal cost(s).


E. Performance Outcomes:

1. Anticipated program results include:
   a. Reduced use of alcohol and other drugs; provide treatment and recovery-oriented care,
   b. Reduced incidents of hospitalization,
   c. More stable tenancy: develop and implement an array of integrated services and supports designed to reduce homelessness and chronic homelessness,
   d. Less criminal justice involvement,
   e. Improved mental and physical health (report aggregate diagnostic information utilizing the DSM-5 in biannual reports),
   f. Improved family and living conditions,
   g. Education and/or employment engagement,
   h. Longer retention in services, and
   i. Increased social connections.

2. Outcome questions to consider include:
   a. How many individuals were reached through the program and how many were enrolled or connected to enrollment resources for Medicaid and other benefit programs as a result of participation in this program?
   b. What individual factors were associated with outcomes, including race/ethnic/sexual identity (sexual orientation/gender identity)?
   c. What program/contextual factors were associated with increased access to, enrollment in, or connection to enrollment resources for Medicaid and other benefit programs?
   d. What was the effect of the permanent housing, recovery support, and treatment on key outcome goals?
   e. Was the permanent housing, recovery support, and treatment effective in maintaining the project outcomes at 6-month follow-up?
   f. What program and contextual factors were associated with positive clinical and housing outcomes?
EXHIBIT E 4.0
THE VIVO PROJECT

PERFORMANCE OUTCOMES

PROVIDER agrees to serve the "population of focus" based on the following, Project Participant Households, Subpopulation, and Outreach for Participants demographics:

<table>
<thead>
<tr>
<th>Population of Focus – Age, Race, Gender</th>
<th>FY1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Services: Number to be served</td>
<td>50</td>
</tr>
<tr>
<td>By Age:</td>
<td></td>
</tr>
<tr>
<td>18-24</td>
<td>6</td>
</tr>
<tr>
<td>25-44</td>
<td>24</td>
</tr>
<tr>
<td>45-64</td>
<td>16</td>
</tr>
<tr>
<td>65-74</td>
<td>4</td>
</tr>
<tr>
<td>75+</td>
<td>0</td>
</tr>
<tr>
<td>By Race:</td>
<td></td>
</tr>
<tr>
<td>African American</td>
<td>12</td>
</tr>
<tr>
<td>American Indian/Alaska Native</td>
<td>1</td>
</tr>
<tr>
<td>Asian</td>
<td>4</td>
</tr>
<tr>
<td>White</td>
<td>18</td>
</tr>
<tr>
<td>Hispanic or Latino</td>
<td>9</td>
</tr>
<tr>
<td>Native Hawaiian/Other Pacific Islander</td>
<td>&lt;1</td>
</tr>
<tr>
<td>Two or more Races</td>
<td>6</td>
</tr>
<tr>
<td>By Gender:</td>
<td></td>
</tr>
<tr>
<td>Female</td>
<td>8</td>
</tr>
<tr>
<td>Male</td>
<td>42</td>
</tr>
<tr>
<td>Transgender</td>
<td>unknown</td>
</tr>
</tbody>
</table>

Source: GBHI NV Project Grant Application Narrative

<table>
<thead>
<tr>
<th>Population of Focus</th>
<th>FY1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Populations to be served</td>
<td>50</td>
</tr>
<tr>
<td>Homeless Veterans with a mental health and/or co-occurring disorder</td>
<td>30</td>
</tr>
<tr>
<td>Chronically Homeless Veterans with a mental health and/or co-occurring disorder</td>
<td>8</td>
</tr>
<tr>
<td>Chronically Homeless Individuals with a mental health and/or co-occurring disorder</td>
<td>12</td>
</tr>
</tbody>
</table>

Source: GBHI NV Project Grant Application Narrative
4.0 SUBSTANCE ABUSE MENTAL HEALTH SERVICES ADMINISTRATION – GBHI-SSH PROJECT BUDGET

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel</td>
<td>$2,400.00</td>
</tr>
<tr>
<td>Operating</td>
<td>$20,877.00</td>
</tr>
<tr>
<td>Direct Client Service</td>
<td>$211,101.00</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$35,133.35</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$269,511.35</strong></td>
</tr>
</tbody>
</table>

5.0 US DEPT. OF HOUSING AND URBAN DEVELOPMENT (HUD) – CONTINUUM OF CARE HEALTHY LIVING

The Vivo Project will utilize Permanent Supportive Housing (PSH) as a tenant based (TRA), long-term rental assistance, scattered site rental unit project model for chronically homeless households. Rent calculations are based upon local fair market rent minus the contribution from the clients’ income, though income is not required. Following HUD standards, rent paid by the client will be calculated at 30 percent of household income. As a PSH project, the duration of rental assistance is based upon the household’s ongoing housing needs.

This contract is governed by the Continuum of Care program Interim Rule, attached hereto and made a part hereof (see Appendix F). Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Contract instead of the Interim Rule. The PROGRAM listed is subject to the terms of the FY2012 Notice of Funds Availability.

SAMHSA grant funds may not be used to fund housing. Therefore, The Vivo Project under this contract is required to demonstrate the ability to place clients in permanent housing and provide documentation of the source of funding for the housing component, and evidence that the number of units available for the project matches the number of clients to be served each year of the contract.

A. Compensation:

1. COUNTY agrees to pay PROVIDER for the performance of services described in this Scope of Work (Exhibit A. 5.0) an amount not-to-exceed $133,680. The COUNTY’s obligation to pay PROVIDER cannot exceed the not to exceed fee amount. It is expressly understood that the entire work defined in Exhibit A. 5.0 must be completed by the PROVIDER and it shall be the PROVIDER’s responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

2. Upon compliance with the requirements in this contract, PROVIDER shall be compensated based on the line item budget as outlined in PROVIDER’s “5.0 HUD Healthy Living Project Budget.”

3. PROVIDER may request a budget modification of not more than 10 percent 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 (2) months prior to the close of a project year. As a cost reimbursement contract, the COUNTY agrees to reimburse the PROVIDER for work performed and/or costs incurred by the PROVIDER up to the total amount specified in the contract. Such costs must be allowable in accordance with the applicable cost principles.

B. Population Focus:

1. Chronically homeless as defined by 24 CFR 576.91,582,583 are continually homeless with a disabling condition who have been continuously homeless for a year or more, or homeless with a disabling condition who have had at least four (4) episodes of homelessness in the past three (3) years. 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.
C. Responsibilities of Provider:

1. PROVIDER agrees to ensure the operation of the PROGRAM is in accordance with the provisions of the Continuum of Care Program regulation 24 CFR 578.107, and title IV of the McKinney- Vento Homeless Assistance Act 42 U.S.C. 11301 et seq.

2. Provide intensive case management to 13 households or 17 beds who are chronically homeless. PROVIDER will place households/individuals in permanent supportive housing to overcome medical, mental health and/or substance abuse issues. PROVIDER will move households/individual to self-sufficiency through the following case planning steps:

a. Assessment: determine a person’s/family’s eligibility, current and potential strengths, weaknesses and needs, and appropriateness for the program.

b. Planning: develop a specific, comprehensive, individualized treatment and service plan.

c. Linkage: refer or transfer clients to necessary services and treatments and informal support systems.

d. Monitoring: conduct ongoing evaluations of client’s progress and needs.

e. Client advocacy: intercede on behalf of a specific client or class of clients to ensure equity and appropriate services.

f. 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, making referrals to community agencies for tenant rights legal matters, communicating with PSH developers and providing any needed advocacy and support to retain housing.

g. 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 utilizing the SOAR process.
   - 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, personal hygiene skills, self-care, task functions, communication, and community.
   - Transportation: assisting with transportation, as needed, to clients by means of bus fare/pass, agency vehicle(s), or private vendor.

h. Conduct an assessment in conjunction with the Clark County Social Service program lead Medical Service Administrator and referring entity for suitability into independent living.

i. Use the Vulnerability Index and Service Prioritization Decision Assistance Tool (VI-SPDAT) for assessment and coordinated access.

j. Develop a case management plan to include discharge planning for all participants within seventy-two (72) hours of arrival to the housing location excluding weekends and holidays. Plan shall be updated as needed or every thirty (30) days.

k. Coordinate with all service providers to assist clients with all appropriate treatment plans.

l. Conduct multi-disciplinary case conference at a minimum of one time per week that reviews the health, psychosocial and discharge plans of all clients. The case conferences shall include staff directly involved with the client.
m. Conduct team meetings as needed or applicable that includes CCSS program leads to review and coordinate medical, housing, and psychosocial needs and available resources and a plan for a timely discharge.

n. Assist clients with securing a primary healthcare provider to reduce the reliance on emergency room and inpatient services.

o. Assist clients with understanding their healthcare needs, consult with the CCSS program lead Medical Services Administrator to ensure that clients know how to self-administer medications, or take care of physical needs.

3. Housing will include scattered-site rental units that are appropriate for the households/individuals that can be retained by the households/individuals after they exit the program.

4. PROVIDER will certify to:

   a. Maintain the confidentiality of records pertaining to any individual or family that is provided family violence prevention or treatment services through the PROGRAM;

   b. Ensure the address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such PROGRAM;

   c. Establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;

   d. Designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of the title VII of the Act;

   e. The fact that the PROVIDER, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and

   f. Provide information, such as data and reports, as required by HUD;

   g. Take the educational needs of children into account when families are placed in housing and, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;

   h. Use the centralized or coordinated assessment system established of the Continuum of Care as required by §578.7(a)(8);

   i. Follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in §578.7(a)(9);

   j. Comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.
# Performance Outcomes

**Exhibit E 5.0**  
**The VIVO Project**

<table>
<thead>
<tr>
<th>Households</th>
<th>Households/Persons with at Least One Adult and One Child</th>
<th>Adult Households without Children</th>
<th>Households with Only Children</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Number of Households</strong></td>
<td><strong>5</strong></td>
<td><strong>8</strong></td>
<td><strong>0</strong></td>
<td><strong>13</strong></td>
</tr>
<tr>
<td><strong>Disabled Adults over age 24</strong></td>
<td><strong>5</strong></td>
<td><strong>8</strong></td>
<td><strong>0</strong></td>
<td><strong>13</strong></td>
</tr>
<tr>
<td><strong>Disabled Adults ages 18-24</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
</tr>
<tr>
<td><strong>Accompanied Non-disabled Children under age 18</strong></td>
<td><strong>4</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>4</strong></td>
</tr>
<tr>
<td><strong>Total Number of Adults over age 24</strong></td>
<td><strong>5</strong></td>
<td><strong>8</strong></td>
<td><strong>0</strong></td>
<td><strong>13</strong></td>
</tr>
<tr>
<td><strong>Total Number of Adults ages 18-24</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
</tr>
<tr>
<td><strong>Total Number of Children under age 18</strong></td>
<td><strong>4</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>4</strong></td>
</tr>
<tr>
<td><strong>Total Persons</strong></td>
<td><strong>9</strong></td>
<td><strong>8</strong></td>
<td><strong>0</strong></td>
<td><strong>17</strong></td>
</tr>
</tbody>
</table>

*Source: ESNAPS Applicant Technical Submission for Healthy Living NV0071L9T001200*

---

**Project Participants – Subpopulations:**

<table>
<thead>
<tr>
<th>Characteristics</th>
<th>Chronically Homeless Non-Veterans</th>
<th>Chronically Homeless Veterans</th>
<th>Non-Chronically Homeless Veterans</th>
<th>Chronic Substance Abuse</th>
<th>Person w/ HIV/AIDS</th>
<th>Severely Mentally Ill</th>
<th>Victims of Domestic Violence</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Persons in Households with at Least One Adult and One Child</strong></td>
<td><strong>Persons in Households without Children</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disabled Adults over age 24</td>
<td>1</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>Non-disabled Children under age 18</td>
<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Persons</strong></td>
<td><strong>5</strong></td>
<td><strong>0</strong></td>
<td><strong>0</strong></td>
<td><strong>2</strong></td>
<td><strong>0</strong></td>
<td><strong>2</strong></td>
<td><strong>0</strong></td>
</tr>
</tbody>
</table>

*Source: ESNAPS Applicant Technical Submission for Healthy Living NV0071L9T001200*
Standard Performance Measures:

Housing Measures:

For persons remaining in permanent housing as of the end of the operating year or exiting to permanent housing (subsidized or unsubsidized) during the operating year, count every participant who is still living in the units supported by the agency, or clients who have exited the units and moved into another permanent housing situation.

Outcome #1  Housing

- 100% of eligible chronically homeless/medically fragile individuals/families will secure permanent supportive housing using the housing first and harm reduction models.
- 90% will remain in housing at the end of the operating year or exit to permanent housing during the operating year.
- Target # of 13 Universe # of 17 persons will remain in permanent housing as of the end of the operating year or exiting to permanent housing (subsidized or unsubsidized) during the operating year.

Client and/or Staff Activity

- Client will participate in housing search
- Intensive Case Manager (ICM) will conduct Housing Quality Standards (HQS) inspection
- Client will enter into lease agreement with leasing agent after passing HQS inspection.

Completed Activity

- Improved retention of housing
- Ensure apartment meets HUD’s HQS requirements
- Tenant Based Rental Assistance for securing PSH

Indicator Measurements: Describe evaluation tools, methods, and benchmarks to measure achievement of this outcome

Income Measures:

Persons age 18 and older who maintained or increased their total income (from all sources) as of the end of the operating year or program exit: Not applicable for youth below the age of 18. Total income can include all sources, public and private.

Outcome #2  Income

- 100% of clients entering the program will be assessed for financial and mainstream benefits.
- 81% will maintain or increase income prior to exiting the program.
- Target # of 13 Universe # of 17 persons age 18 and older who maintained or increased their total income (from all sources) as of the end of the operating year or program exit.

Client and/or Staff Activity

- ICM will assess client’s financial situation
- SOAR certified ICM will assist client in applying for SSI/SSDI
- SNAP certified ICM will assist client in applying for food stamps if client has never applied.
- ICM will assist and transport client to Welfare office to renew SNAP benefits
- ICM will assist job ready clients with finding employment and will enroll clients to attend job readiness class
- ICM will assist and transport appropriate clients to Voc Rehab for supportive employment attainment.
- ICM will assist client with repairing credit and any outstanding financial obligations.
- ICM will transport and refer client to Financial Guidance Center if needed.

Completed Activity

- Income benchmarks set
- Financial stability
- Nutrition stability
- Nutrition stability
- Client will have necessary tools to find gainful employment
- Job training and gainful employment
- Financial Stability

Indicator Measurements: Describe evaluation tools, methods, and benchmarks to measure achievement of this outcome

Client follow-up and documentation in HMIS.

Medical Care Treatment Compliance:

Homeless individuals experience high rates of hospitalization and prolonged length of stay relative to housed persons, and face distinct challenges for complete medical recovery after an acute medical hospitalization. Medical Care Treatment Compliance will be monitored by a licensed clinical social worker, with data collected and entered into HMIS by the treatment coordinator at entry and case manager at exit.

Outcome #3  Medical Care Treatment Compliance
- **100%** of clients entering the program will be screened for medically fragile requirements as defined.
- **90%** of clients will obtain medical stability prior to exiting the program.
- **100%** of assessed persons requiring treatment will create a medical treatment plan.
- **100%** of assessed persons requiring treatment will be referred to on-going medical treatment.
- **62%** of persons referred to medical treatment will remain compliant with medical plan monitored with documentation of attendance of appointments and medication compliance checks.
- **Target # of 2 Universe # of 3** persons who complied with medical care treatment plan.

<table>
<thead>
<tr>
<th>Client and/or Staff Activity</th>
<th>Completed Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospital discharge nurse/ICM will screen client for medical needs and make appropriate referral</td>
<td>Medical stabilization</td>
</tr>
<tr>
<td>ICM will assist client with applying for Medicaid.</td>
<td>Medical stabilization</td>
</tr>
<tr>
<td>ICM will transport client and attend medical appointments</td>
<td>Medical stabilization</td>
</tr>
</tbody>
</table>

**Indicator Measurements:** Describe evaluation tools, methods, and benchmarks to measure achievement of this outcome

**Mental Health Treatment Compliance:**

Mental Health Assessments will be performed by a licensed clinical social worker, with data collected and entered into HMIS by the treatment coordinator at entry and case manager at exit.

### Outcome #4 Mental Health Treatment Compliance

- **100%** of clients entering the program will complete a mental health assessment.
- **80%** of assessed persons requiring treatment will enroll in mental health services based on mental health assessment.
- **100%** of assessed persons requiring treatment will create a mental health treatment plan.
- **100%** of assessed persons requiring treatment will be referred to on-going mental health treatment.
- **62%** of persons referred to mental health treatment will remain compliant with mental health treatment plan monitored with documentation of attendance of mental health appointments and medication compliance checks.
- **Target # of 5 Universe # of 7** persons age 18 and older who maintained or increased their total income (from all sources) as of the end of the operating year or program exit.

<table>
<thead>
<tr>
<th>Client and/or Staff Activity</th>
<th>Completed Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensed staff will assess client for mental health needs and refer for psychiatric/medication evaluation</td>
<td>Mental health and psychiatric stabilization</td>
</tr>
<tr>
<td>ICM will transport client and attend mental health, psychiatric and medication appointments.</td>
<td>Mental health and psychiatric stabilization</td>
</tr>
<tr>
<td>Medication certified ICM will monitor client medication and assist client with refilling and obtaining medications.</td>
<td>Mental health and psychiatric stabilization</td>
</tr>
</tbody>
</table>

**Indicator Measurements:** Describe evaluation tools, methods, and benchmarks to measure achievement of this outcome

**Alcohol/Substance Abuse Treatment Compliance:**

Alcohol/Substance Abuse Assessment will be performed by a licensed clinical social worker, with data collected and entered into HMIS by the treatment coordinator at entry and case manager at exit.

### Outcome #5 Alcohol/Substance Abuse Treatment Compliance

- **100%** of clients entering the program will complete an alcohol/substance abuse assessment.
- **70%** of assessed persons requiring treatment will enroll in alcohol/substance abuse treatment.
- **100%** of assessed persons requiring treatment will create an alcohol/substance abuse treatment plan.
- **100%** of assessed persons requiring treatment will be referred to on-going alcohol/substance abuse treatment.
- **60%** of persons referred to alcohol/substance abuse treatment will remain compliant with plan monitored with documentation of attendance of appointments and documentation of sobriety checks.
- **Target # of 6 Universe # of 7** persons age 18 and older who maintained or increased their total income (from all sources) as of the end of the operating year or program exit.

<table>
<thead>
<tr>
<th>Client and/or Staff Activity</th>
<th>Completed Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensed staff will assess client for Alcohol/Substance Abuse Treatment for possible treatment</td>
<td>Substance Abuse Treatment stabilization</td>
</tr>
<tr>
<td>ICM will transport client to Alcohol/ Substance Abuse Treatment appointments.</td>
<td>Substance Abuse Treatment stabilization</td>
</tr>
<tr>
<td>ICM will randomly drug test client</td>
<td>Substance Abuse Treatment stabilization</td>
</tr>
<tr>
<td>ICM will work with Treatment Coordinator and Substance Abuse Counselor to determine level of treatment needed for client</td>
<td>Substance Abuse Treatment stabilization</td>
</tr>
</tbody>
</table>

**Indicator Measurements:** Describe evaluation tools, methods, and benchmarks to measure achievement of this outcome

| | Client follow-up, documentation in HMIS, urinalysis results. |

P:PU\WORK\CBE\s2019\C60354075035640 saw.docx A-20
EXHIBIT F 5.0
THE VIVO PROJECT
BUDGET SUMMARY

Long-Term Rental Assistance Budget

<table>
<thead>
<tr>
<th></th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Annual Assistance Request:</td>
<td>$133,680</td>
</tr>
<tr>
<td>Grant Term:</td>
<td>1 year</td>
</tr>
<tr>
<td>Total Request for Grant Term:</td>
<td>$133,680</td>
</tr>
<tr>
<td>Total Units:</td>
<td>13</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Rental Assistance</th>
<th>Total Units Requested</th>
<th>Total Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRA</td>
<td>13</td>
<td>$133,680</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Size of Units</th>
<th># of Units</th>
<th>FMR Area</th>
<th>12 Months</th>
<th>Total Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 Bedroom</td>
<td>4</td>
<td>$691</td>
<td>12</td>
<td>$33,168</td>
</tr>
<tr>
<td>1 Bedroom</td>
<td>6</td>
<td>$864</td>
<td>12</td>
<td>$62,208</td>
</tr>
<tr>
<td>2 Bedrooms</td>
<td>3</td>
<td>$1,064</td>
<td>12</td>
<td>$38,304</td>
</tr>
</tbody>
</table>

| Total Request for Grant Term | 13 | $133,680 |

Rental Assistance $133,680.00
TOTAL $133,680.00
6.0 RESPONSIBILITIES OF THE COUNTY:

A. COUNTY will oversee the project and sub-contract with WC-NV to oversee The Vivo Project. COUNTY will be responsible to:

1. Comply with the terms and conditions of the grant.
2. Monitor and ensure that sub-awardees collect and report Common Data Platform (CDP) data; and agree to provide SAMHSA with the data required for CDP.
3. Implement and assess the program in full cooperation with SAMHSA staff members and contractors.
4. Ensure that individuals served by the grant project are the most vulnerable and have the greatest need, in alignment with the goals of the program.
5. Submit the selection process for sub-awards for review and approval. Prior to awarding sub-awards, the COUNTY must submit, for each proposed sub-award, required documentation indicated in RFA (e.g., availability of housing units, evidence of credentials) and receive approval of sub-award(s).
6. Collect, evaluate, and report grantee infrastructure process and outcome data.
7. Respond to requests for program-related data.
8. Prepare SAMHSA required reports.
9. Administer The Vivo Project, tracking utilization, expenditures and record keeping.
10. Provide The Vivo Project Team 0.2 FTA of time for the Medical Services Administrator, who will have the authority to make or suggest administrative changes within the project.
11. Provide a 0.5 FTE Social Worker to The Vivo Project team. The social worker will review case management services and ensure that clinical records accurately assess client needs and document provision of services to meet those needs.
12. Provide a 1.0 FTE Vocational Specialist to The Vivo Project team. The Vocational specialist will have one year's specialized training or supervised experience and is responsible to provide work-related services, including assessing the effect of clients' mental illness on employment, and planning and implementing an ongoing employment strategy to enable clients to get and keep jobs.
13. Identify clients who would benefit from The Vivo Project and refer them to WestCare.
14. Provide housing for The Vivo Project clients.
15. Provide SOAR training to The Vivo Project Team.

7.0 RESPONSIBILITIES OF PROVIDER:

A. Services:

1. 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.
2. 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.
3. PROVIDER will submit the selection process used for sub-awards for review and approval. Prior to awarding sub-awards, PROVIDER must submit, for each proposed sub-award, required documentation to include availability of housing units, evidence of credentials and receive approval of sub-award(s) by the COUNTY.
4. PROVIDER agrees to ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project.
7.0 METHOD OF PAYMENT

A. Advances and Reimbursements:

1. 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 two (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.

2. 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.

8.0 QUALITY ASSURANCE:

A. PROVIDER shall implement a quality assurance plan component to facilitate client feedback on quality of services, which must include at least one of the following: client satisfaction surveys during and at the completion of service delivery; development of a client advisory council which has the ability to meet on a regular basis to discuss service delivery issues, and/or regularly-scheduled opportunities to meet with agency leadership to discuss programs.

B. The COUNTY will evaluate the PROVIDER's performance under this contract on a quarterly basis. Such evaluation shall include assessing the PROVIDER's compliance with all contract terms and performance standards.

C. PROVIDER will submit a written procedure for implementing the client feedback mechanism(s), and report on its progress quarterly when submitting monthly reports by the 15th calendar day.

D. An annual progress report describing the PROGRAM's progress and activity is due within 30 days of the end of a PROGRAM year. This report will be generated from HMIS with a narrative section to report notable program highlights.

E. PROVIDER will submit a written procedure for implementing the client feedback mechanism(s), and report on its progress quarterly when submitting monthly reports by the 15th calendar day. Monthly requirements for clients in the program include activities of the PROGRAM, including, but not limited to (see Appendix G for reporting template):

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.

F. 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 and Requirements," Section 9.0. 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.

G. Data collection will be tracked with the Vulnerability Index and Service Prioritization Decision Assistance Tool (VI-SPDAT). This "supertool" is designed to capture information based on the individual, not simply general population, data points. Measurable indicators such as the client's housing status, living condition, mental health, substance use, employment status, access to treatment, retention in treatment, HIV risk, and trauma will be tracked utilizing the VI-SPDAT as a baseline tool.
9.0 PERFORMANCE OUTCOMES AND REQUIREMENTS

A. Enter client service information into the Homeless Management Information System (HMIS) database;

B. The target population to be served will include:
   1. Number of veterans who experience homelessness with serious mental illness and/or co-occurring substance use and mental disorders,
   2. Number of veterans who experience chronic homelessness with serious mental illness and/or co-occurring substance use and mental disorders, and
   3. Number of other individuals (non-veterans) who experience chronic homelessness with serious mental illness and/or co-occurring substance use disorders and serious mental disorders.

C. Number of ongoing clients served by the PROVIDER by the referent;

D. Number of new clients served by the PROVIDER by the referent;

E. Number of clients that have a mental illness and/or substance abuse issues;

F. Number of clients with a history of incarceration;

G. Number of clients that have returned to the emergency room and/or had an inpatient stay within a six (6) month period;

H. Number of client who were referred to and received an appointment date and time with a primary health care provider and how long from the appointment request to the actual appointment;

I. Number of clients who were referred and linked to mental health, substance abuse treatment or other supportive services and status of these referrals/linkages for these clients;

J. Number of clients enrolled in Medicaid, Medicare, and other mainstream benefit programs to stabilize tenancy and increase self-sufficiency;

K. Number of clients who were approved for SSI/SSDI;

L. Number of clients who were approved for Medicaid;

M. Number of clients self-selected out of the program, include the number of days in services and the reason(s) why they did not continue to participate;

N. Number of clients eighteen (18) or older that maintained or increased their total income (from all sources) as of the end of the program operating year or program exit;

O. Number of clients suffering from substance use and/or mental health disorders and find themselves in a situation without sustainable housing.

P. Number of clients provided safe and stable housing.

Q. Number of clients provided the support necessary for the recipients to address their barriers to housing.

R. Number of clients who show an increase in their wellbeing and emotional stability.

S. Number of clients who have not utilized emergency services from the local hospitals.
<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CABHI – Supplemental</td>
<td>$432,018.00</td>
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<tr>
<td>GBHI – SSH</td>
<td>$269,511.35</td>
</tr>
<tr>
<td>Healthy Living</td>
<td>$133,680.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$835,209.35</strong></td>
</tr>
</tbody>
</table>

The Director of Social Service may authorize line item budget adjustments not exceeding 10% of the annual contract award in writing. All other modifications require approval from the Board of County Commissioners.
EXHIBIT B
INTENSIVE CASE MANAGEMENT FOR CHRONICALLY HOMELESS INDIVIDUALS AND VETERANS
INSURANCE REQUIREMENTS

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

A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within ten (10) business days after the award by 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. PROVIDER’S insurance shall be primary as respects COUNTY, its officers and employees.

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

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

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

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

J. **Homeowner’s:** PROVIDER shall obtain and maintain homeowner’s insurance which includes personal liability of no less than $300,000 per occurrence.

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

L. **Failure To Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.

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

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

O. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
P. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155

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

1. Insurance Broker’s name, complete address, phone and fax numbers.
2. PROVIDER’S name, complete address, phone and fax numbers.
3. Insurance Company’s Best Key Rating
4. Commercial General Liability (Per Occurrence)
   (A) Policy Number
   (B) Policy Effective Date
   (C) Policy Expiration Date
   (D) Each Occurrence ($1,000,000)
   (E) 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: CBE or RFP Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:
   Clark County, Nevada
   c/o Purchasing and Contracts Division
   Government Center, Fourth Floor
   500 South Grand Central Parkway
   P.O. Box 551217
   Las Vegas, Nevada 89155-1217
10. Appointed Agent Signature to include license number and issuing state.
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
1. INSURANCE BROKER’S NAME
   ADDRESS
   PHONE (A/C No. Ex.)
   BROKER’S PHONE NUMBER
   FAX (A/C No.)
   BROKER’S FAX NUMBER
   E-MAIL ADDRESS
   BROKER’S EMAIL ADDRESS
   INSURER(S) AFFORDING COVERAGE
   NAIC #

INSURED
2. PROVIDER’S NAME
   ADDRESS
   PHONE & FAX NUMBERS
   INSURER A.
   INSURER B.
   INSURER C.
   INSURER D.
   INSURER E.
   INSURER F.
   BEST KEY
   RATING

COVERAGES

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

INSR. LTR.
TYPE OF INSURANCE
ADD'L INSR. NUM.
POLICY NUMBER
POLICY EFF. (MADE/DY)
POLICY EXP. (MADE/DY)
LIMITS
4.
GENERAL LIABILITY
   X COMMERCIAL GENERAL LIABILITY
   CLAIMS-MADE X OCCUR.
   GEN'L AGGREGATE LIMIT APPLIES PER:
   POLICY
   PROJECT
   LOC

5.
AUTOMOBILE LIABILITY
   X ANY AUTO
   ALL OWNED AUTOS
   SCHEDULED AUTOS
   NON-OWNED AUTOS

6.
WORKER'S COMPENSATION
   AND EMPLOYER'S LIABILITY
   ANY PROPRIETOR OR OFFICER
   UNDER AGREEMENT OF OPERATIONS

7.
PROFESSIONAL LIABILITY

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

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)
POLICY NUMBER: ________________  COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.
ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

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

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

depose and declare:

1. I am a Sole Proprietor;

2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. 603640-15, entitled INTENSIVE CASE MANAGEMENT FOR CHRONICALLY HOMELESS INDIVIDUALS AND VETERANS;

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 __________________, 20____.

Signature ______________________________

State of Nevada  )
                )ss.
County of Clark )

Signed and sworn to (or affirmed) before me on this ______ day of __________________, 20____.
by ______________________________ (name of person making statement).

Notary Signature

STAMP AND SEAL
EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

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

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

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

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

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

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

EMERGING SMALL BUSINESS (ESB): Certified by the Nevada Governor’s Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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

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

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

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

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

☐ No MBE, WBE, PBE, SBE, VET, DVET or ESB subcontractors will be used.
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), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). 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.
- Veteran Owned Business Enterprise (VET): An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- Disabled Veteran Owned Business Enterprise (DVET): A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- Emerging Small Business (ESB): Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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.

Nevada 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. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

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 relationship 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, Department of Aviation (McNarren 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). This will also include Clark County Detention Center.

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.

REVISED 7/25/2014
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

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<th>Business Entity Type (Please select one)</th>
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<table>
<thead>
<tr>
<th>Business Designation Group (Please select all that apply)</th>
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</thead>
<tbody>
<tr>
<td>☐ MBE</td>
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**Number of Clark County Nevada Residents Employed:**

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<th>Corporate/Business Entity Name:</th>
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<td>(Include d.b.a., if applicable)</td>
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<table>
<thead>
<tr>
<th>Street Address:</th>
<th>POC Name:</th>
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<td>City, State and Zip Code:</td>
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<tr>
<th>Nevada Local Street Address:</th>
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<th>City, State and Zip Code:</th>
<th>Local Fax No:</th>
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<th>Local Telephone No:</th>
<th>Local POC Name:</th>
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<td>Email:</td>
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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.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
<th>% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)</th>
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This section is not required for publicly-traded corporations. **Are you a publicly-traded corporation?**

☐ Yes  ☐ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center 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, Department of Aviation, Clark County Detention Center 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.

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<th>Signature</th>
<th>Print Name</th>
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**DISCLOSURE OF RELATIONSHIP**

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

<table>
<thead>
<tr>
<th>NAME OF BUSINESS OWNER/PRINCIPAL</th>
<th>NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE</th>
<th>RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL</th>
<th>COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT</th>
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* County employee means Clark County, Department of Aviation, Clark County Detention Center 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)

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**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 any way with the business in performance of the contract?

Notes/Comments:

---

Signature

Print Name
Authorized Department Representative

REVISED 7/25/2014
Business Associate Agreement

This Agreement is made effective the _____ of __________, 201__, by and between Clark County, Nevada (hereinafter referred to as "Covered Entity"), with its principal place of business at 500 S. Grand Central Parkway, Las Vegas, Nevada, 89155, and ______________, 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 Rules"); 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, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," 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 Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will 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 Rules, 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 Rules and to protect the interests of both Parties.

I. DEFINITIONS


"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, 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.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.
II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the “Final Rule,” and the Final Rule significantly impacted and expanded Business Associates’ requirements to adhere to the HIPAA Rules.

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship, or

(ii) 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 or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information, Business Associate agrees to execute a “Business Associate Agreement” with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

(i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or

(ii) Utilizing Protected Health Information for any activity that might be deemed “Marketing” under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

(i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.

(ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.
(iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.

(b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

(i) To notify the Covered Entity HIPAA Program Management Office immediately upon discovery of the Breach, and

(ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and

(iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to records, electronic records, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity's Request, Business Associate agrees:

(i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) 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 Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.526 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. 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.

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.

VIII. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, 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.

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 HIPAA Rules, 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 Rules, 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:______________________

YOLANDA T. KING                        Title: Senior Vice President
CHIEF FINANCIAL OFFICER

Date:_________________________         Date: 3-25-15

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